

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 – April 5, 2012 – 9:00 a.m.
Governmental Complex – First Floor

1. Call to Order.

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

2. Invocation – Commissioner Robinson.
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. Years of Service Recognition.

Recommendation: That the Board recognize, with a pin and certificate, James D. Romero, Public Works Department, Facilities Branch, for his dedication in 25 years of service to Escambia County.

7. Retirement Proclamations.

Recommendation: That the Board adopt the following four Retirement Proclamations:

A. The Proclamation commending and congratulating Mary C. Banks, Food Service Supervisor, Corrections Department, on her retirement after 34 years of service;

B. The Proclamation commending and congratulating James R. Farrington, Fleet Maintenance Supervisor, Public Works Department, on his retirement after 34 years of service;

C. The Proclamation commending and congratulating William E. Johnston, Equipment Operator IV, Public Works Department, on his retirement after 13 years of service; and

D. The Proclamation commending and congratulating Mark L. Rollo, Equipment Operator III, Solid Waste Management Department, on his retirement after 21 years of service.

8. Proclamations.

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

A. Adopt the proclamation proclaiming April 8 - 14, 2012, as "Public Safety Telecommunicators Week" in Escambia County;

B. Adopt the proclamation proclaiming April 2012 as "Fair Housing Month" in Escambia County; and

C. Ratify the proclamation dated March 22, 2012, proclaiming the dates of March 24-25, 2012, as days of celebration at Saint Matthew Lutheran Church, in honor of the ministry of Reverend James P. Brown, Sr., and extending congratulations and best wishes to Reverend Brown on his retirement.

9. Written Communication.

January 18, 2012- Communication from Dick Baker, Pensacola Habitat for Humanity, Inc., requesting that the Board provide relief of Code Enforcement Lien against property located at 14 Williams Street.

Recommendation: That the Board review and consider lien relief request made by Dick Baker against property located at 14 Williams Street.

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

After reviewing the 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.

Dick Baker, Pensacola Habitat for Humanity, Inc., has no other recourse but to appeal before the Board under Written Communication.

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

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

11. 9:01 a.m. Public Hearing for consideration of adopting an Ordinance creating Chapter 2, Article I, Section 2-1, of the Escambia County Code of Ordinances, adopting an official County Logo.

Recommendation: That the Board adopt an Ordinance creating Chapter 2, Article I, Section 2-1, of the Escambia County Code of Ordinances, adopting an official County Logo.

12. 9:02 a.m. Public Hearing for consideration of adopting an Ordinance repealing Chapter 18, Article VII, Sections 18-351 through 18-357, the Fortunetellers, Clairvoyants, etc. Ordinance (Ordinance Number 90-22).

Recommendation: That the Board adopt an Ordinance repealing Chapter 18, Article VII, Sections 18-351 through 18-357, that requires a permit relating to fortunetellers, clairvoyants, etc.

13. 9:03 a.m. Public Hearing for consideration of adopting an Ordinance amending Chapter 46, Article IV, Sections 46-211 and 46-214, of the Escambia County Code of Ordinances, the Santa Rosa Island Non-Ad Valorem Special Assessment Ordinance.

Recommendation: That the Board adopt an Ordinance amending Chapter 46, Article IV, Sections 46-211 and 46-214, of the Escambia County Code of Ordinances, the Santa Rosa Island Non-Ad Valorem Special Assessment Ordinance.

14. Reports:

CLERK & COMPTROLLER'S REPORT

Backup Not Included With The Clerk's Report Is Available For Review In
The Office Of The Clerk To The Board
Escambia County Governmental Complex, Suite 130

I. Consent Agenda

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

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

A. The following two Payroll Expenditures:

(1) Pay Date March 16, 2012, in the amount of \$2,117,323.50; and

(2) Pay Date March 30, 2012, in the amount of \$1,743,497.91; and

B. The following three Disbursement of Funds:

(1) March 8, 2012, to March 14, 2012, in the amount of \$4,303,784.87;

(2) March 15, 2012, to March 21, 2012, in the amount of \$4,072,621.51; and

(3) March 22, 2012, to March 28, 2012, in the amount of \$2,655,780.23.

2. Recommendation Concerning Write-off of Accounts Receivable

That the Board adopt the Resolution authorizing the write-off of \$1,559,240.50 in receivables that have been recorded in the Emergency Medical Services (EMS) Fund of the County and have been determined to be uncollectible bad debts.

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

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

A. The *Florida Department of State, Division of Library and Information Services, State Aid to Libraries Grant Agreement*, Project Number: 12-ST-91, West Florida Public Library System - Escambia County, as approved by the Board on August 18, 2011, and received in the Clerk to the Board's Office on March 19, 2012; and

B. The *Settlement Agreement* regarding The Free Will Baptist Church; and Nancy H. Aguillard, Diane H. Norton, and Charles A. Hudson, as the Trustees of the Richard A. Hudson Trust dated May 24, 1999 v. Escambia County, Florida, Case No. 2011 CA 002225, involving property located at 7251 North Century Boulevard, as approved by the Board on January 19, 2012, and received in the Clerk to the Board's Office on March 23, 2012.

4. 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 March 15, 2012;

B. Approve the Minutes of the Attorney-Client Session held March 15, 2012;

C. Approve the Minutes of the Regular Board Meeting held March 15, 2012; and

D. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held March 8, 2012.

GROWTH MANAGEMENT REPORT

I. Action Items

1. Recommendation Concerning At-Large Appointments to the Escambia County Planning Board

That the Board take the following action concerning two at-large appointments/reappointments to the Escambia County Planning Board:

A. Approve reappointing Karen Sindel to a two-year term, effective April 6, 2012, through April 5, 2014;

B. Approve appointing David Luther Woodward to fill the unexpired term of Mr. Steven Barry, effective April 5, 2012, through April 15, 2013, to fill the unexpired term of Steven Barry, who resigned March 16, 2012; and

C. Authorize the County Administrator to send a letter of appreciation to Mr. Steven Barry for his service on the Escambia County Planning Board.

2. Recommendation Concerning the Reappointment of an At-large Board of Adjustment Member

That the Board approve reappointing CDR John N. Lund, USN (Ret.), to the Escambia County Board of Adjustment at-large position for a two year term, effective April 6, 2012, through April 5, 2014.

II. Consent Agenda

1. Recommendation Concerning the Scheduling of a Public Hearing

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

Thursday May 3, 2012

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

Case No.: Z-2012-04

Location: 3041 Olive Rd

Property 17-1S-30-4204-000-001

Reference No.:

Property Size: 2.35 (+/-) acres

From: R-4, Multiple-Family District, (cumulative) Medium-High Density

To: R-6, Neighborhood Commercial and Residential District, (cumulative) High Density

FLU Category: MU-U, Mixed Use Urban

Commissioner 4

District:

Requested by: Susan James Thibodeaux

Case No.: Z-2012-05

Location: 7595 Scenic Hwy

Property 06-1S-29-1009-000-000

Reference No.:

Property Size: 7.7(+/-) acres

From: R-1/C-1, Single-Family District (Low Density) and Retail Commercial (cumulative)

To: C-1, Retail Commercial (cumulative)

FLU Category: MU-U, Mixed-Use Urban

Commissioner 4

District

Requested by: George Rothbauer, Agent for James McKelvey, Jr., Owner

Case No.: Z-2012-06

Location: 6208 Highway 29 N

Property 04-2N-31-4306-000-000
Reference No.:
Property Size: 11.3 (+/-) acres
From: V-5, Villages Clustered Residential District
To: VR-2, Villages Rural Residential District
Flu Category: RC, Rural Community
Commissioner 5
District:
Requested by: Melanie Edmonson, Agent for Kathryn Carpenter, Owner

Case No.: **Z-2012-07**
Location: 10095 Hillview Rd
Property 53-1S-30-2000-000-000; 53-1S-30-2000-000-005;
Reference No.: 53-1S-30-2000-000-001
Property Size: 13.06 (+/-) acres
To: R-4, Multi-Family District (cumulative) Medium-High Density
From: R-5, Urban Residential/ Limited Office District, (cumulative)
High Density
Flu Category: MU-U, Mixed-Use Urban
Commissioner 5
District:
Requested by: Jesse W. Rigby and William J. Dunaway, Agents for The
Baptist Manor, Inc.; Baptist Health Care Corporation and
Olson Land Partners, LLC., Owners

COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

1. Recommendation Concerning a 5:32 p.m. Public Hearing Request for the Woodside Estates Subdivision Street Lighting MSBU - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize the scheduling of a Public Hearing on April 17, 2012, at 5:32 p.m., to consider adoption of an Ordinance creating the Woodside Estates Subdivision Street Lighting Municipal Services Benefit Unit (MSBU).

2. Recommendation Concerning Assignment of the Annual Audit Contract - Amy Lovoy, Management & Budget Services Department Director

That the Board approve and authorize the Chairman to sign the Assignment and Amendment of Agreement between Escambia County, Florida, and O'Sullivan Creel, L.L.P., to Warren Averett, L.L.C., which allows the assignment of the annual audit Contract to Warren Averett, L.L.C.

3. Recommendation Concerning Surplus and Disposition of Property for the Pensacola Civic Center - Amy Lovoy, Management and Budget Services Department Director

That the Board approve the surplus and disposition of two forklifts (Asset No. 44332 and 51158) for the Pensacola Civic Center. The request to surplus two forklifts from the Pensacola Civic Center was made in September of 2011, and the forklifts were subsequently sold for \$2,750 at auction. However, the paperwork for permission to surplus the equipment never made it to the Board of County Commissioners. This request is to obtain the required Board approval.

4. Recommendation Concerning Interlocal Agreement between Escambia County and the Town of Century for National Pollutant Discharge Elimination System Permit Management Services - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action regarding the Interlocal Agreement between Escambia County and its co-permittee the Town of Century for National Pollutant Discharge Elimination System (NPDES) Permit Management Services:

- A. Approve the Interlocal Agreement between Escambia County and the Town of Century for NPDES Permit Management Services; and
- B. Authorize the Chairman to sign the Interlocal Agreement and any subsequent Agreement and related documents, including time extensions.

Pursuant to Section 163.01, Florida Statutes, Escambia County and co-permittee the Town of Century have approved the concept of intergovernmental cooperation to effectively manage the National Pollutant Discharge Elimination System Permit #FLS000019-03, issued January 1, 2012. Escambia County and the Town of Century have agreed upon a fee schedule for payment of services provided by the County. The Agreement will be effective for a period of five years and/or the duration of the NPDES permit cycle.

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

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

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

7. Recommendation Concerning Amended Board Policy - Appointment Policy and Procedures, Section 1, Part B.1 - Charles R. "Randy" Oliver, County Administrator

That the Board adopt the revised Policy entitled, "Appointment Policy and Procedures", amending Section I, Part B.1, of the Board of County Commissioners' Policy Manual.

8. Recommendation Concerning an Appointment to the Escambia-Pensacola Human Relations Commission - Charles R. "Randy" Oliver, County Administrator

That the Board appoint Ms. Kathleen Wilks to the Escambia-Pensacola Human Relations Commission, for a two-year term, effective April 5, 2012, through April 4, 2014, as recommended by Rebecca Hale, Office Manager, Escambia-Pensacola Human Relations Commission.

9. Recommendation Concerning a Short-Term License Agreement between Daley Environmental Services, Inc. (DES), W. Z. Baumgartner & Associates, Inc. (WZB), and Escambia County - Patrick T. Johnson, Solid Waste Management Department Director

That the Board take the following action concerning the Short-Term License Agreement between Daley Environmental Services, Inc. (DES), W. Z. Baumgartner & Associates, Inc. (WZB), and Escambia County for a period of five years, to conduct routine groundwater sampling, as required by the Florida Department of Environmental Protection:

- A. Approve the Short-Term License Agreement between Daley Environmental Services, Inc., W. Z. Baumgartner & Associates, Inc., and Escambia County; and
- B. Authorize the Chairman to sign the Agreement.

[Funding: No cost to the County]

10. Recommendation Concerning the Amendment to Prospective Purchaser Agreement between Escambia County and the State of Florida Department of Environmental Protection - Patrick T. Johnson, Solid Waste Management Department Director

That the Board take the following action concerning the Amendment to Prospective Purchaser Agreement between Escambia County and the State of Florida Department of Environmental Protection (FDEP), changing the required date of Certification of Closure for the Saufley Field C&DD Landfill, from February 6, 2012, to May 30, 2013:

A. Approve the Amendment to Prospective Purchaser Agreement between Escambia County and the State of Florida Department of Environmental Protection; and

B. Authorize the Chairman to sign the Amendment.

11. Recommendation Concerning Klondike Landfill Property Located at 7200 Sparshott Drive - Patrick T. Johnson, Solid Waste Management Department Director

That the Board take the following action concerning Klondike Landfill Property, located at 7200 Sparshott Drive, for the establishment of an Archery Park:

A. Approve the First Amendment to Declaration of Restrictive Covenant to amend the restriction against recreational uses described in Section 2.c., of the Declaration of Restrictive Covenant, recorded in Official Record Book 4548, at Page 0462, of the Public Records of Escambia County, Florida;

B. Approve the Avigation Easement which is required, per County Ordinance, in order to utilize the property for public use; and

C. Authorize the Chairman to sign the First Amendment to Declaration of Restrictive Covenant and the Avigation Easement.

12. Recommendation Concerning the Requests for Disposition of Property for the Solid Waste Management Department - Patrick T. Johnson, Solid Waste Management Department Director

That the Board approve the two Request for Disposition of Property Forms for the Solid Waste Management Department for property which is described and listed on the Disposition Forms, with reasons for disposition stated. The listed items have been found to be of no further usefulness to the County; thus, it is requested that they be auctioned as surplus or properly disposed.

II. Budget/Finance Consent Agenda

1. Recommendation Concerning Supplemental Budget Amendment #095 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #095, Other Grants and Projects Fund (110) in the amount of \$113,047, to recognize the remaining balance of funds for two Water Quality/Land Management Division Grants, and to appropriate these funds into the correct cost centers.

2. Recommendation Concerning Supplemental Budget Amendment #100 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #100, Other Grants and Projects Fund (110) in the amount of \$5,850, to recognize proceeds from a State of Florida, Division of Emergency Management (FDEM) Grant Agreement, and to appropriate these funds for the Community Emergency Response Team (CERT) Project.

3. Recommendation Concerning Supplemental Budget Amendment #101 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #101, Other Grants and Projects Fund (110) in the amount of \$24,000, to recognize proceeds from a State of Florida, Division of Emergency Management (FDEM) Grant Agreement, and to appropriate these funds for the Domestic Security Preparedness Project.

4. Recommendation Concerning Supplemental Budget Amendment #102 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #102, Transportation Trust Fund (175) in the amount of \$8,313, to recognize insurance proceeds received for damage to a mower in Fleet Maintenance, and to appropriate these funds back into the Fleet Maintenance Cost Center.

5. Recommendation Concerning Supplemental Budget Amendment #109 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #109, Other Grants and Projects Fund (110) in the amount of \$122,320, to recognize a Grant from the Federal Emergency Management Agency (FEMA) and the Department of Homeland Security (DHS), and to appropriate these funds for the purchase of five Lifepak Monitor Defibrillators for the Escambia County Fire Department.

6. Recommendation Concerning the Renewal of the Solid Waste Container Service Contract - Amy Lovoy, Management and Budget Services Department Director

That the Board renew the Solid Waste Container Service Contract, PD 07-08.040, with Titan Waste Service, Inc., with no price increase for the 12-month period, beginning July 1, 2012, through June 30, 2013, based upon a request of the Contract Administrator, in accordance with the terms and conditions of the current Contract.

[Funding: Fund 001, General Fund, Maintenance Cost Center 210602, Object Code 54301, \$100,000; Fund 501, Employee Health Clinic, Cost Center 150108, Object Code 54301, \$700]

7. Recommendation Concerning Gulf Beach Highway Sidewalk-Phase 3, PD 11-12.013 - Amy Lovoy, Management and Budget Services Department Director

That the Board award an Indefinite Quantity, Indefinite Delivery Contract, PD 11-12.013, Gulf Beach Highway Sidewalk-Phase 3 to Roads, Inc., of NWF, for a total amount of \$419,054.25.

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project No. 12EN1742]

8. Recommendation Concerning PD 11-12.012, 69th Avenue Drainage Improvements and Sidewalk Project Engineering-Design with Limited CEI - Amy Lovoy, Management and Budget Services Department Director

That the Board Award a Lump Sum Contract to Sigma Consulting Group, Inc., per terms and conditions of PD 11-12.012, 69th Avenue Drainage Improvements and Sidewalk Project Engineering-Design with Limited CEI, (Construction, Engineering and Inspection) in the amount of \$144,220.

[Funding: Fund 352, "LOST III", Cost Center 210107, Object Code 56301, Project #12EN1752, "69th Avenue Drainage"]

9. Recommendation Concerning the Purchase of Two Ford F-250 Pick-Up Trucks - Amy Lovoy Management and Budget Services Department Director

That the Board authorize the County to piggyback off the State of Florida Term Contract #071-000-12-1, in accordance with Escambia County Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications; Exemptions; and Section 46-44, Board approval, and award a Purchase Order for two Ford F-250 Pick-Up Trucks, PD11-12.026, to Hub City Ford Mercury, Inc., in the amount of \$58,938.80, for the Parks and Recreation Department.

[Funding: Fund 352, LOST III, Cost Center 350229, Object Code 56401, Project Number 08PR0068]

10. Recommendation Concerning a Multi-Year Lease of Elections System and Software, LLC, AutoMARK Voter Assist Terminals, Election Ballot Printing Services and Related Systems - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the multi-year lease (rental) of Elections System and Software, LLC, AutoMARK Voter Assist Terminals, election ballot printing services and related systems:

A. Find that pursuant to Sections 101.293(1)(b), Florida Statutes, that "a single source" is available to the County from which to lease such compatible voting system meeting the standards for voting systems in Section 101.56062, Florida Statutes, currently used in Escambia County; and

B. Approve the five-year Lease Agreement between Elections Systems and Software, LLC, and Escambia County for an annual amount of \$49,000; and

C. Authorize the Chairman to execute the Agreement.

[Funding: Fund 352, LOST III, Cost Center 110267, Object Code 56401, Project #08PF0028]

11. Recommendation Concerning Change Order Number 1 to Purchase Order 121041 to NexGen Public Safety Solutions, LLC, for Public Safety's Ambulance Mapping and Routing Project - Michael D. Weaver, Public Safety Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order for the purchase of docking equipment and installation of fully rugged laptops to ambulances and certain other EMS (Emergency Medical Services) vehicles, and installation and testing of five modems as part of Public Safety's ambulance mapping and routing project:

Department:	Public Safety
Division:	Emergency Medical Services
Type:	Addition
Amount:	\$55,475.55
Vendor:	NexGen Public Safety Solutions, LLC
Project Name:	N/A
Contract:	N/A
PO No.:	121041
CO No.:	1
Original Award Amount:	\$131,724.00
Cumulative Amount of Change Orders through this CO:	\$ 55,475.55
New P.O. Total	\$187,199.55

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

12. Recommendation Concerning the Lease of the County-Owned Space at 150 West Maxwell Street, by Rebuild Northwest Florida, Inc. - Joy D. Blackmon, P.E., Public Works Department Director

That the Board adopt a Resolution to approve and authorize the Chairman to sign a Lease Agreement with Rebuild Northwest Florida, Inc., for the property located at 150 West Maxwell Street, Pensacola, Florida, for the term of three years, commencing on April 1, 2012, with two additional two-year terms.

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

On March 26, 2007, the Board approved a Lease Agreement with Rebuild Northwest Florida, Inc., for the County-owned property located at 150 West Maxwell Street. This new Lease will require Rebuild Northwest Florida, Inc., to pay for all utility service charges, including electricity, water, sewer, custodial services, pest control, security, telephone, internet and cable television. Rebuild Northwest Florida, Inc., is a non-profit corporation that provides assistance to individuals in strengthening residential homes to mitigate the potential impact of hurricanes.

13. Recommendation Concerning Change Order #1 to Purchase Order 120910 to Trane U.S., Inc. - Joy D. Blackmon, P.E., Public Works Department Director

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

Department:	Public Works
Division:	Facilities Management/Maintenance
Type:	Addition
Amount:	\$25,857.00
Vendor:	Trane U.S., Inc.
Project Name:	N/A
Contract:	N/A
PO No.:	120910
CO No.:	1
Original Award Amount:	\$49,278.00
Cumulative Amount of Change Orders through this CO:	\$25,857.00
New Contract Total:	\$75,135.00

[Funding Source: Fund 001, General Fund, Cost Center 210606, Facilities Priority One, Object Code 56301, Improvements Other Than Building & 56401 Machinery & Equipment]

The County has invested time and resources for the installation of Heating, Ventilation, and Air Conditioning (HVAC) infrastructure control systems. These systems are known as Direct Digital Control (DDC) building automation systems which are used to monitor, alarm, troubleshoot, and remotely access and control our larger buildings' HVAC systems. These control systems are a proven energy efficiency initiative. Most of our DDC building automation systems are provided by the Trane Company.

A Purchase Order was issued to Trane U.S., Inc., in the amount of \$49,278, for the installation of a DDC system in the Main Jail. This proposed Change Order is to add two more projects to the Purchase Order.

The first project is for the installation of DDC equipment on the HVAC system in the Sheriff's Office Computer Data Center, in the amount of \$3,642.

The second project is for the installation of DDC equipment on the HVAC system in the M.C. Blanchard Judicial Building, in the amount of \$22,215.

14. Recommendation Concerning State of Florida Department of Environmental Protection Recreational Trails Program Fiscal Year 2011-2012 Project Agreement - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action concerning an Agreement from the State of Florida Department of Environmental Protection (FDEP) for the development of the Southwest Greenway, Jones Swamp Trail Extension 3 under the Recreational Trails Project Number T11015:

A. Approve the State of Florida Department of Environmental Protection Recreational Trails Program Fiscal Year 2011-2012 Project Agreement between FDEP and Escambia County for the development of the Southwest Greenway, Jones Swamp Trail Extension 3, based upon a FDEP \$200,000 Grant, effective upon execution of the Agreement; and

B. Authorize the Chairman to sign the Agreement and any subsequent Grant-related documents.

[Funding: Fund 110, Other Grants & Projects, new Cost Center, in the amount of \$200,000. Grant match in the amount of \$200,000, from Fund 352, LOST III, Cost Center 220102, NESD Capital Projects and from in-kind services]

15. Recommendation Concerning the Purchase of a 2012 International Workstar Cab & Chassis Vehicle for the Department of Solid Waste Management - Patrick T. Johnson, Solid Waste Management Department Director

That the Board authorize the County to piggyback off of the Florida Sheriff's Association Contract #11-19-0907, Specification #50, in accordance with the Escambia County Code of Ordinances, Chapter 46, Finance, Article II, Purchases and Contracts, Section 46-44, Applications; Exemptions (6), to award a Purchase Order to Ward International for one 2012 International Workstar Cab & Chassis vehicle, with options as shown in the Contract, in the amount of \$157,398, for the Department of Solid Waste Management.

[Funding: Fund 401, Solid Waste, Cost Center 230306, Object Code 56401]

16. Recommendation Concerning the Park License and Management Agreements for the Southwest Escambia Sports Complex - Michael Rhodes, Parks and Recreation Department Director

That the Board take the following action concerning the Park License and Management Agreements for the Southwest Escambia Sports Complex between the County and volunteer athletic associations:

A. Adopt and authorize the Chairman to sign the Resolutions authorizing the management of County-owned property for public recreation and special event purposes with the following volunteer athletic organizations:

1. Perdido Bay Youth Sports Association at Southwest Escambia Sports Complex;

2. Perdido Bay Futbol Club at Southwest Escambia Sports Complex; and

B. Approve and authorize the Chairman to sign the Park License and Management Agreements for the two athletic organizations, effective upon Board approval.

17. Recommendation Concerning Request for Disposition of Surplus Voting Equipment and Sale of Surplus Voting Equipment to Elections Systems & Software, LLC, for the Office of the Supervisor of Elections - David H. Stafford, Supervisor of Elections

That the Board take the following action concerning the disposition and sale of surplus voting equipment for the Supervisor of Elections Office:

A. Approve the Request for Disposition of Property Form for the Supervisor of Elections Office, for surplus voting equipment as listed, to be sold to Elections Systems & Software, LLC; and

B. Approve and authorize the Chairman to sign the Bill of Sale Agreement with Elections Systems & Software, LLC.

[Proceeds from Bill of Sale Agreement will go into Fund 352, LOST III, Cost Center 110267, Project 08PF0028]

III. For Discussion

1. Recommendation Concerning Approval of Amendments to the Fiscal Year 2011/2012 Miscellaneous Appropriations Agreements for Pensacola Sports Association, Inc., and Pensacola Bay Area Chamber of Commerce, Inc. - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning approval of the Amendments to the Fiscal Year 2011/2012 Miscellaneous Appropriations Agreement with Pensacola Sports Association, Inc.:

A. Approve the Amendment to the Fiscal Year 2011/2012 Miscellaneous Appropriations Agreement with Pensacola Sports Association, Inc., amending Section 3, increasing the allocation by \$50,000, for a total allocation of \$150,000, for expenses related to the Grand Opening of the Community Maritime Park, to be paid as follows: \$25,000, from the event fund previously granted to the Pensacola Bay Area Chamber of Commerce, Inc., and \$25,000, from the 4th Cent Tourist Development Tax, Tourist Promotion Fund 108, Cost Center 360105, Account 58201;

OR

B. Approve the Amendment to the Fiscal Year 2011/2012 Miscellaneous Appropriations Agreement with Pensacola Sports Association, Inc., amending Section 3, increasing the allocation by \$50,000, for a total allocation of \$150,000, for expenses related to the Grand Opening of the Community Maritime Park, to be paid as follows: \$36,000, from the event fund previously granted to the Pensacola Bay Area Chamber of Commerce, Inc., and \$14,000, from the 4th Cent Tourist Development Tax, Tourist Promotion Fund 108, Cost Center 360105, Account 58201;

C. Approve the Amendment to the Fiscal Year 2011/2012 Miscellaneous Appropriations Agreement for Pensacola Bay Area Chamber of Commerce, Inc., subject to legal approval, amending Section 3, decreasing the allocation by either \$25,000 or \$36,000, based upon the Board's approval of paragraph "A" or "B" outlined above;

D. Authorize the Chairman to sign the Amendments and all other necessary documents; and

E. Approve the necessary Change Orders.

COUNTY ATTORNEY'S REPORT

I. For Action

1. Recommendation Concerning Restricting Access to the Gulf of Mexico During the BonfireJam Pensacola Beach Concert Series Event

That the Board adopt a resolution declaring that double red flag conditions will occur on a specific portion of Santa Rosa Island during the BonfireJam Pensacola Beach Concert Series event and restricting access to the Gulf of Mexico from 5:00 p.m. on Saturday, May 12, 2012, until 5:00 a.m. on Sunday, May 13, 2012.

2. Recommendation Concerning a Conflict Waiver for Attorney John Adams of the Law Firm of Emmanuel, Sheppard & Condon

That the Board authorize a conflict waiver for Attorney John Adams to represent the County in connection with the resolution of the claim under a policy title insurance issued by Old Republic National Title Insurance Company for property purchased from Gregory S. English and Linda J. English on April 15, 2011.

3. Recommendation Concerning Waiver of any Potential Conflict of Interest by the Law Firm of Moore, Hill & Westmoreland, P.A.

That the Board:

A. Waive any potential conflict of interest in having the law firm of Moore, Hill & Westmoreland, P.A. represent the County in the cases of *Theresa M. Guy, et al. v. Roads, Inc. of NWF and Escambia County, Florida* (Case No. 2010 CA 002044) and *Dawn Ashby, et al. v. Roads, Inc. of NWF and Escambia County, Florida* (Case No. 2010 CA 003112) when the firm of Moore, Hill & Westmoreland, P.A. is defending Speegle Construction, Inc. in the civil action filed by Escambia County captioned *Escambia County, Florida v. McCall and Associates, Inc. Architects, Samuel Johnson, Inc., Samuel F. Johnson, Jr., Speegle Construction, Inc., Carolina Casualty Insurance Company, and Berkley Insurance Company* (Case No. 2011 CA 001127) relating to design and construction defects in the Public Safety Building; and

B. Authorize the County Attorney to execute a Conflict Waiver to reflect that the Board of County Commissioners is waiving any potential conflict of interest, a copy of which is attached.

4. Recommendation Concerning Retaining the Law Firm of Lewis, Longman & Walker at an Hourly Rate Not to Exceed \$255 with a \$15,000 Cap

That the Board authorize retaining the law firm of Lewis, Longman & Walker, P.A. to represent the County in matters related to CERCLA and other

environmental enforcement issues at the County Transfer Station (Palafox Street and Texar Drive Ammonia Site) at an hourly rate not to exceed \$255 with a \$15,000 cap. Any amount over \$15,000 would require additional Board action.

5. Recommendation Concerning Merit System Protection Board Ordinance Revisions

That the Board take the following action:

A. Approve the scheduling of a Public Hearing to be held on April 17, 2012 at 5:31 p.m., to consider amending certain provisions of the 2005 Merit System Protection Board (MSPB) Ordinance.

B. Ratify the advertising of the Notice of Intent to Adopt a County Ordinance to be published in the *Pensacola News Journal* on Saturday, March 31, 2012.

6. Recommendation Concerning Workers' Compensation Settlement Involving Paul Roberts

That the Board approve a washout Workers' Compensation settlement for former corrections officer Paul Roberts, in the amount of \$215,000.00; in exchange for this amount, Mr. Roberts will execute a general release of claims on behalf of Escambia County.

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



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2042

Proclamations 6.

BCC Regular Meeting

Meeting Date: 04/05/2012

Issue: Years of Service Award Recognition

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

Organization: Public Works

CAO Approval:

Information

RECOMMENDATION:

Years of Service Recognition.

Recommendation: That the Board recognize, with a pin and certificate, James D. Romero, Public Works Department, Facilities Branch, for his dedication in 25 years of service to Escambia County.

BACKGROUND:

N/A

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

N/A



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2354

Proclamations 7.

BCC Regular Meeting

Meeting Date: 04/05/2012

Issue: Adoption of Retirement Proclamations

From: Ron O. Sorrells

Organization: Human Resources

CAO Approval:

Information

RECOMMENDATION:

Retirement Proclamations.

Recommendation: That the Board adopt the following four Retirement Proclamations:

- A. The Proclamation commending and congratulating Mary C. Banks, Food Service Supervisor, Corrections Department, on her retirement after 34 years of service;
- B. The Proclamation commending and congratulating James R. Farrington, Fleet Maintenance Supervisor, Public Works Department, on his retirement after 34 years of service;
- C. The Proclamation commending and congratulating William E. Johnston, Equipment Operator IV, Public Works Department, on his retirement after 13 years of service; and
- D. The Proclamation commending and congratulating Mark L. Rollo, Equipment Operator III, Solid Waste Management Department, on his retirement after 21 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 040512

PROCLAMATION

WHEREAS, Mary C. Banks worked as a County employee very faithfully for 34 years, retiring as a Food Service Supervisor 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 Mary C. Banks on her retirement.

BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to Mary C. Banks for 34 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: April 5, 2012

PROCLAMATION

WHEREAS, James E. Farrington worked as a County employee very faithfully for 34 years, retiring as a Fleet Maintenance Supervisor with the Public Works Department, Fleet Maintenance 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 James E. Farrington on his retirement.

BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to James E. Farrington for 34 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: April 5, 2012

PROCLAMATION

WHEREAS, William E. Johnston worked as a County employee very faithfully for 13 years, retiring as an Equipment Operator IV with the Public Works Department, Infrastructure 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 William E. Johnston on his retirement.

BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to William E. Johnston for 13 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: April 5, 2012

PROCLAMATION

WHEREAS, Mark L. Rollo worked as a County employee very faithfully for 21 years, retiring as an Equipment Operator III with the Department of Solid Waste Management.

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 Mark L. Rollo on his retirement.

BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to Mark L. Rollo for 21 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: April 5, 2012



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2386

Proclamations 8.

BCC Regular Meeting

Meeting Date: 04/05/2012

Issue: Adoption/Ratification of Proclamations

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

Organization: County Administrator's Office

CAO Approval:

Information

RECOMMENDATION:

Proclamations.

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

- A. Adopt the proclamation proclaiming April 8 - 14, 2012, as "Public Safety Telecommunicators Week" in Escambia County;
- B. Adopt the proclamation proclaiming April 2012 as "Fair Housing Month" in Escambia County; and
- C. Ratify the proclamation dated March 22, 2012, proclaiming the dates of March 24-25, 2012, as days of celebration at Saint Matthew Lutheran Church, in honor of the ministry of Reverend James P. Brown, Sr., and extending congratulations and best wishes to Reverend Brown on his retirement.

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 April 5 2012

PROCLAMATION

WHEREAS, Escambia County Public Safety Communications personnel provide the vital link between emergency medical, fire-rescue and law enforcement services and citizens who call 9-1-1 for help; and

WHEREAS, the daily regimen of Public Safety Telecommunicators is filled with life-or-death crisis situations to which they must respond calmly, confidently and with utmost precision; and

WHEREAS, although innumerable individuals owe their lives to the heroic efforts provided by Public Safety Telecommunicators, the tremendous value of their service is not often publicly lauded, as they work dedicatedly behind the scenes; and

WHEREAS, Escambia County Public Safety Communication personnel routinely answer 16,000 emergency calls and process approximately 16,000 additional telephone calls each month; and

WHEREAS, these individuals are vigilant in their duties 24 hours per day, 365 days per year, providing the appropriate response to the given situation which is critical to the protection of our citizens' lives and preservation of their property.

NOW, THEREFORE, the Board of County Commissioners of Escambia County, Florida, does hereby proclaim the week of April 8 – 14, 2012,

“PUBLIC SAFETY TELECOMMUNICATORS’ WEEK”

in Escambia County and encourages all citizens to honor emergency dispatchers and call-takers, whose diligence and professionalism keep our County and its citizens safe.

**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: April 5, 2012

PROCLAMATION

WHEREAS, the Escambia County Fair Housing Ordinance, as approved by the Escambia County Board of County Commissioners and implemented through the activities of the Escambia-Pensacola Human Relations Commission, ascribes to the goal of equal housing opportunity and equal access to housing for all citizens; and

WHEREAS, the ability to freely choose one's place of residence is held as a precious right in America. This right is guaranteed by Title VIII of the 1968 Civil Rights Act and amendments thereto and Escambia County Fair Housing Ordinances Number 83-9 and Number 84-1; and

WHEREAS, the Escambia-Pensacola Human Relations Commission has undertaken varied educational and informational activities to promote and ensure fair and equal access to housing for all Escambia County residents; and

WHEREAS, the realization of fair housing objectives requires the continuing commitment, involvement and support of every citizen; and

WHEREAS, this year's theme is – "Live Free – Without Housing Discrimination".

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, does hereby proclaim April 2012 as

"FAIR HOUSING MONTH"

in Escambia County and urges all citizens to join in the efforts to continue to support fair housing opportunities for all people.

**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: April 5, 2012

PROCLAMATION

WHEREAS, Reverend James P. Brown, Sr., has served as Pastor of Saint Matthew Lutheran Church, since his installation on April 9, 1978, and has led the way in opening the doors of Saint Matthew Lutheran Church to surrounding communities. The church is located in District Three at 7049 Pensacola Boulevard, Pensacola, Florida; and

WHEREAS, during the early years of their organization, Reverend Brown was an active participant with the Wedgewood Homeowners Association and Neighborhood Watch Patrol, located in District Three; and

WHEREAS, Reverend Brown has been an avid supporter of the annual activities of the Martin Luther King, Jr., Commemorative Celebration Commission celebrating the birthday of Dr. Martin Luther King, Jr.; and

WHEREAS, Reverend Brown has received innumerable recognitions for his service from civic organizations in the Pensacola community. Prior to Council realignment, Reverend Brown served as a board member and the Third Vice-President of the Board of Directors of the Northwest Florida Girl Scout Council. He also served on the Board of Directors of the Escambia Aids Services and Education of Escambia County, Florida; and

WHEREAS, after 34 years of dedicated service to the members of Saint Matthew Lutheran Church and the surrounding communities, Reverend James P. Brown, Sr., is retiring.

NOW, THEREFORE, the Board of County Commissioners of Escambia County, Florida, does hereby proclaim the dates of March 24-25, 2012, as days of celebration at Saint Matthew Lutheran Church, in honor of the ministry of Reverend James P. Brown, Sr., and extends congratulations and best wishes to Reverend Brown on his retirement.

**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: March 22, 2012





BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-2271

Written Communication 9.

BCC Regular Meeting

Meeting Date: 04/05/2012

Issue: Environmental (Code) Enforcement Lien Relief – 14 Williams Street

From: Gordon Pike, Department Head

Organization: Corrections

CAO Approval:

Information

RECOMMENDATION:

January 18, 2012- Communication from Dick Baker, Pensacola Habitat for Humanity, Inc., requesting that the Board provide relief of Code Enforcement Lien against property located at 14 Williams Street.

Recommendation: That the Board review and consider lien relief request made by Dick Baker against property located at 14 Williams Street.

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

After reviewing the 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.

Dick Baker, Pensacola Habitat for Humanity, Inc., has no other recourse but to appeal before the Board under Written Communication.

BACKGROUND:

March 3, 2009 received complaint for overgrowth, trash and debris and unsafe structure. Officer investigated the complaint and posted a notice of violation. Notice of violation was sent both regular and certified mail. Letter returned marked “Return to sender- Unclaimed- Unable to forward”.

March 31, 2009 A reinspection conducted. Violations remained.

On May 11, 2009 A reinspection was conducted and officer observed violations remain. Officer requested special magistrate hearing.

May 13, 2009 A Notice of Hearing sent both regular and certified mail. Notice received by Sharon Collings. Copy of hearing posted on property and photos taken.

June 2, 2009 The hearing was held. \$1,100 court cost awarded to Escambia County, \$25.00 per day fine with a comply by date of August 16, 2009.

Property owners did the abatement and failed to meet deadline given by the special magistrate.

On March 3, 2010 An Affidavit of compliance signed by officer. Fines were stopped as of this date.

March 30, 2010 A copy of fines and affidavit of compliance sent to owner and received by Sharon Collings.

Pensacola Habitat for Humanity, Inc., purchased the property knowing there was a Code Enforcement Lien attached.

BUDGETARY IMPACT:

Lien amount Cost

Court Cost \$1,100.00

Fines (\$25.00 per day) \$7,025.00

TOTAL \$8,125.00

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

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

14 Williams Street



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: 14 Williams Street
Property Owner: Barry and Sharon Collings
Original Complaint: Overgrowth, trash, debris and unsafe structure
EE Case #: CE 090301151

- 03/03/09** Received complaint for overgrowth, trash and debris and unsafe structure. Officer investigated the complaint and posted a notice of violation. Notice of violation was sent both regular and certified mail. Letter returned marked "Return to sender- Unclaimed- Unable to forward".
- 03/31/09** Reinspection conducted. Violations remained.
- 05/11/09** Violations remain. Officer requested special magistrate hearing.
- 05/13/09** Notice of Hearing sent both regular and certified mail. Notice received by Sharon Collings. Copy of hearing posted on property and photos taken.
- 06/02/09** Hearing held. \$1,100 court cost awarded to Escambia County, \$25.00 per day fine with a comply by date of August 16, 2009.
- 03/11/10** Affidavit of compliance signed by officer.
- 03/30/10** Copy of fines and affidavit of compliance sent to owner and received by Sharon Collings. Owner abated violations.

Lien amount	<u>Cost</u>
Court Cost	\$1,100.00
Fines (\$25.00 per day)	<u>\$7,025.00</u>
TOTAL	\$8,125.00

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

Pensacola Habitat for Humanity, Inc.

**(300 W Leonard St, 32501)
Post Office Box 13204
Pensacola, FL 32591-3204
850-434-5456 xt 110**

January 18, 2012

Mr. Shirley Gafford

**Re: request for waiver of lien
14 Williams ST, OR 6470 Pg 81**

Dear Ms. Gafford:

We recently received a donation of this property valued at \$9,300 subject to a code enforcement lien in the approximate amount of \$8,244 as recorded in OR Book 6470, Page 81.

Habitat acquired this property in order to clean it up and build a new Habitat home for a deserving family earning approximately 50% of the area median income. We would be most grateful to the County if the payoff of this lien could be reduced as much as possible.

Attached are copies of:

- **Lien payoff of 2/15/11**
- **Reference to lien on our title commitment**
- **Warranty deed 12/29/11**
- **Settlement statement for the donation**

Please contact me to discuss this. Thank you very much.

Sincerely,

**Dick Baker
dbaker@pensacolahabitat.org**



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

CODE ENFORCEMENT LIEN PAYOFF

OFFICIAL RECORDS
 P.O. Box 333
 Pensacola, FL 32591-0333
 Check payable to Ernie Lee Magaha,
 Clerk Of The Circuit Court

Escambia County Governmental Complex
 221 Palafox Place, Suite 110
 Pensacola, FL 32501-5844
 850-595-3930
 FAX 850-595-4827

Official Records Book: Page:

Start Date Court Cost

Reimbursement Recording Fee Order Reimbursement Recording Fee Lien

Amended Order Copies Certified Abatement Costs

Fine Per Day Date Of Payoff

Fine Per Day	Number Of Days Accrued	Accumulated Fine	Court Cost	Reimbursement Of Costs	Recording Fee For Cancellation	Preparing Fee For Cancellation	Preparation Fee for Payoff Quote	Certified Abatement Costs	Total Due
25	281	\$7,025.00	\$1,100.00	\$95.00	\$10.00	\$7.00	\$7.00	\$0.00	\$8,244.00

2009 CL 038433



First American Title

Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

5011612 - 2101-2586603

Schedule BI

File No.: 2101-2586603

REQUIREMENTS

The following requirements must be met:

1. Pay and/or disburse the agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Pay all taxes and/or assessments, levied and assessed against the land, which are due and payable.
4. The following documents, satisfactory to us, creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:
 - a. Warranty Deed from Barry Collings and Sharon Collings, husband and wife to Pensacola Habitat for Humanity, Inc., a Florida non-profit corporation conveying the land described under Schedule "A".
5. Record release of Code Enforcement Lien recorded in Book 6469, Page 1823 and re-recorded in Book 6470, Page 81 which was assessed against the insured property together with evidence that the code violation on which said lien is based has been corrected in accordance with the requirements of the Code Enforcement Board imposing said lien.
6. Proof of payment of any Homeowners Association liens and/or assessments.
7. Written evidence, from appropriate governmental authorities, that Special Taxing District, City and County Special Assessment Liens, MSBU Assessment Liens, Impact Fees, and Water, Sewer and Trash Removal Charges, if any, have been paid.
8. Note: 2010 ad valorem taxes show **PAID** in the gross amount of \$252.44 for Tax Identification No. 342S30-1150-031-003. Assessed value is \$11,400.00
9. **The following note is incorporated herein for information purposes only and is not part of the exceptions from coverage (Schedule B-II of the commitment and Schedule B-I of the policy):**

The following instrument affecting said land is the last conveyancing instrument filed for record within 24 months of the effective date of this commitment:

NONE

Prepared by
Edith Garcia, an employee of
First American Title Insurance Co.
810 Scenic Highway
Pensacola, Florida 32503
(850)438-0774

Return to: Grantee

File No.: 2101-2586603

WARRANTY DEED

This indenture made on **December 28, 2011 A.D.**, by

Barry Collings and Sharon Collings, husband and wife

whose address is: **12501 Ophella Drive, Pensacola, FL 32506**
hereinafter called the "grantor", to

Pensacola Habitat for Humanity, Inc., a Florida non-profit corporation

whose address is: **300 West Leonard Street, Pensacola, FL 32501**
hereinafter called the "grantee":

(Which terms "Grantor" and "Grantee" shall include singular or plural, corporation or individual, and either sex, and shall include heirs, legal representatives, successors and assigns of the same)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in **Escambia County, Florida**, to-wit:

Lot 31, Block 3 of RE-SUBDIVISION OF PEN HAVEN, according to the Plat thereof as recorded in Plat Book 2, Page 98, of the Public Records of Escambia County, Florida.

During such time as the property described herein is used for a purpose for which assistance under the Housing Opportunity Program Extension Act of 1996, P.L. 104-120 was provided or for another purpose involving the provision of similar services or benefits, then no person having an interest in this property shall refuse service for or accommodation or other benefits to any person with respect to the property on account of the person's race, color, or national origin or otherwise engage in discrimination conduct of any kind on account of a person's race, color, or national origin with respect to the property. This covenant shall run with the land.

Parcel Identification Number: **342530-1150-031-003**

Subject to all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions imposed by governmental authorities, if any.

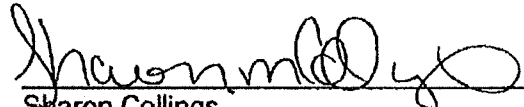
Together with all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31st of 2011.

In Witness Whereof, the grantor has hereunto set their hand(s) and seal(s) the day and year first above written.


Barry Collings


Sharon Collings

Signed, sealed and delivered in our presence:


Witness Signature

Print Name: EDITH GARCIA

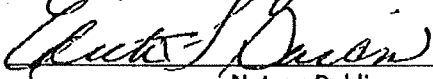

Witness Signature

Print Name: CHARLYNE KILPATRICK

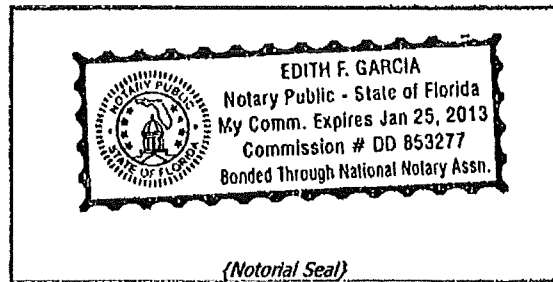
State of **FL**

County of **Escambia**

The Foregoing Instrument Was Acknowledged before me on **December 28, 2011**, by **Barry Collings and Sharon Collings, husband and wife** who is/are personally known to me or who has/have produced a valid driver's license as identification.


Notary Public

(Printed Name)



My Commission expires: _____

(Notarial Seal)



Settlement Statement (HUD-1)

OMB Approval No. 2502-0265

A. Settlement Statement		B. Type of Loan	
First American Title Insurance Company Settlement Statement		1-5. Loan Type:	
		6. File Number: 2101-2586803	
		7. Loan Number:	
		8. Mortgage Insurance Case Number:	
C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(POC)" were paid out of this closing. They are shown here for informational purposes and are not included in the totals.			
D. Name & Address of Borrower: Pensacola Habitat for Humanity, Inc., 300 West Leonard Street, Pensacola, FL 32503			
E. Name & Address of Seller: Bary Collings, Sharon Collings 12501 Ophelia Drive, Pensacola, FL 32506			
F. Name & Address of Lender: DONATION VALUE			
G. Property Location: 14 Williams Street, Pensacola, FL			
H. Settlement Agent: First American Title Insurance Company Address: 810 Scenic Highway, Pensacola, FL 32503		(850)438-0774	
Place of Settlement Address: 810 Scenic Highway, Pensacola, FL 32503		L. Settlement Date: 12/28/2011 Print Date: 12/21/2011, 12:41 PM Disbursement Date: 12/28/2011 Signing Date:	

J. Summary of Borrower's Transaction	
100. Gross Amount Due from Borrower	
101. Contract Sales Price	9,300.00
102. Personal property	
103. Settlement charges to borrower (line 1400)	592.91
104.	
105.	
Adjustments for items paid by seller in advance	
106. City/town taxes	
107. County taxes	
108. Assessments	
109.	
110.	
111.	
112.	
113.	
114.	
115.	
120. Gross Amount Due from Borrower	9,892.91
200. Amounts Paid by or on Behalf of Borrower	
201. Deposit or earnest money	
202. Principal amount of new loan(s)	
203. Existing loan(s) taken subject	
204. Value of Donation per Appraisal	9,300.00
205.	
206.	
207.	
208.	
209.	
Adjustments for items unpaid by seller	
210. City/town taxes	
211. County taxes	
212. Assessments	
213.	
214.	
215.	
216.	
217.	
218.	
219.	
220. Total Paid by/for Borrower	9,300.00
300. Cash at Settlement from/No Borrower	
301. Gross amount due from borrower (line 120)	9,892.91
302. Less amounts paid by/for borrower (line 220)	9,300.00
303. Cash (X From) () To) Borrower	592.91

K. Summary of Seller's Transaction	
400. Gross Amount Due to Seller	
401. Contract sales price	9,300.00
402. Personal property	
403. Total Deposits	
404.	
405.	
Adjustments for items paid by seller in advance	
406. City/town taxes	
407. County taxes	
408. Assessments	
409.	
410.	
411.	
412.	
413.	
414.	
415.	
420. Gross Amount Due to Seller	9,300.00
500. Reductions in Amount Due to Seller	
501. Excess deposit (see instructions)	
502. Settlement charges to seller (line 1400)	
503. Existing loan(s) taken subject	
504. Payoff of first mortgage loan	
505. Payoff of second mortgage loan	
506. Value of Donation per Appraisal	9,300.00
507.	
508.	
509.	
Adjustments for items unpaid by seller	
510. City/town taxes	
511. County taxes	
512. Assessments	
513.	
514.	
515.	
516.	
517.	
518.	
519.	
520. Total Reduction Amount Due Seller	9,300.00
600. Cash at Settlement to/from Seller	
601. Gross amount due to seller (line 420)	9,300.00
602. Less reductions in amounts due seller (line 520)	9,300.00
603. Cash () To) (X From) Seller	

Previous editions are obsolete.
 * See Supplemental Page for details. ** Paid on Behalf of Borrower POC-B (Borrower); POC-S (Seller); POC-L (Lender); POC-MB (Mortgage Broker).
 The Public Reporting Burden for this collection of information is estimated to average 35 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. No confidentiality is assured. This disclosure is mandatory. This is designed to provide the parties to a RESPA covered transaction with information during the settlement process.
 Page 1

L. Settlement Charges		
	Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
700. Total Real Estate Broker Fees \$0.00		
Division of commission (line 700) as follows:		
701.		
702.		
703. Commission paid at settlement		
704.		
800. Items Payable in Connection with Loan		
801. Our origination charge (from GFE #1)		
802. Your credit or charge (points) for the specific interest rate chosen (from GFE #2)		
803. Your adjusted origination charges (from GFE #A)		
804. Appraisal fee (from GFE #3)		
805. Credit report (from GFE #3)		
806. Tax service (from GFE #3)		
807. Flood certification (from GFE #3)		
808. (from GFE #3)		
809. (from GFE #3)		
810. (from GFE #3)		
811. (from GFE #3)		
900. Items Required by Lender to Be Paid In Advance		
901. Daily interest charges from (from GFE #10)		
902. (from GFE #3)		
903. Homeowner's insurance (from GFE #11)		
904.		
905.		
906.		
1000. Reserves Deposited with Lender		
1001. Initial deposit for your escrow account (from GFE #9)		
1002. Homeowner's insurance		
1003. Mortgage insurance		
1004. Property taxes		
1005.		
1006.		
1007. Aggregate Adjustment		
1100. Title Charges		
1101. Title services and lender's title insurance (from GFE #4)	210.00	
1102. Settlement or closing fee \$125.00		
to First American Title Insurance Company		
1103. Owner's title insurance - First American Title Insurance Company (from GFE #5)	100.00	
1104. Lender's title insurance		
1105. Lender's title policy limit \$ 0.00		
1106. Owner's title policy limit \$ 9,300.00		
1107. Agent's portion of the total title insurance premium \$ 0.00		
to First American Title Insurance Company		
1108. Underwriter's portion of total title insurance premium \$ 100.00		
to First American Title Insurance Company		
1109. Search Fee to \$85.00		
1110.		
1111.		
1112.		
1200. Government Recording and Transfer Charges		
1201. Government recording charges (from GFE #7)	35.50	
1202. Recording fees: Deed \$35.50 Mortgage \$0.00 Release \$0.00		
1203. Transfer taxes (from GFE #8)	65.10	
1204. City/county tax/stamps:		
1205. State tax/stamps: Deed \$65.10 Mortgage \$0.00		
1206.		
1207.		
1208.		
1209.		
1210.		
1300. Additional Settlement Charges		
1301. Required services that you can shop for (from GFE #6)	162.31	
1302. 2011 Property Taxes to Escambia County Tax Collector		
1303.		
1304.		
1305.		
1306.		
1307.		
1308.		
1309.		
1310.		
1311.		
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)	502.01	

* See Supplemental Page for details. ** Paid on Behalf of Borrower. POC-B (Borrower); POC-S (Seller); POC-L (Lender); POC-MB (Mortgage Broker).



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2329

Public Hearings 11.

BCC Regular Meeting

Meeting Date: 04/05/2012

Issue: 9:01 a.m. Public Hearing-Adopting an Official County Logo (Ordinance)

From: Kristin D. Hual, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

Information

RECOMMENDATION:

9:01 a.m. Public Hearing for consideration of adopting an Ordinance creating Chapter 2, Article I, Section 2-1, of the Escambia County Code of Ordinances, adopting an official County Logo.

Recommendation: That the Board adopt an Ordinance creating Chapter 2, Article I, Section 2-1, of the Escambia County Code of Ordinances, adopting an official County Logo.

BACKGROUND:

On August 27, 1985, the Board of County Commissioners approved the use of a logo to identify Escambia County depicting the Blue Angels flying over the Gulf of Mexico. More recently, on February 2, 2012, the Board adopted a revised Communications policy identifying the official logo and prohibiting the unauthorized use or alteration of said logo. Enacting an ordinance to designate the official logo will serve to formalize the Board's prior action and place the general public on notice of the designation.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney, Kristin Hual, drafted the proposed ordinance.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

If the Board chooses to adopt the Ordinance, a copy of the Ordinance will be filed with the Department of State.

Attachments

Logo Ordinance Draft

ORDINANCE NUMBER 2012 - _____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA CREATING CHAPTER 2, ARTICLE I, SECTION 2-1 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES ADOPTING AN OFFICIAL COUNTY LOGO; PROVIDING FOR SEVERABILITY; PROVIDING INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on or about August 27, 1985, the Board of County Commissioners approved the implementation and use of a logo to identify Escambia County depicting the Blue Angels flying over the Gulf of Mexico, thereby placing the general public on notice of the designation; and

WHEREAS, on or about February 2, 2012, the Board of County Commissioners adopted the revised Escambia County Communications Policy identifying an official logo and prohibiting the unauthorized use or alteration of said logo; and

WHEREAS, in order to formalize the Board's prior action, the Board of County Commissioners has determined it is in the best interest of the health, safety and welfare of the citizens of Escambia County, Florida, to enact an ordinance designating an official logo.

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

Section 1. Recitals.

That the foregoing recitals are true and correct and incorporated herein by reference.

Section 2. Creation.

That Chapter 2, Article I, Section 2-1 of the Escambia County Code of Ordinances is hereby created to read as follows:

Sec. 2-1. County Logo.

(a) *Adoption of logo.* The visual design described and depicted in subsection (b) below is hereby adopted as the official logo of Escambia County, a political subdivision of the State of Florida.

(b) *Description of logo.* The logo of Escambia County consists of a circle within which is depicted the Blue Angels flying over the Gulf of Mexico and ringed by the words "ESCAMBIA COUNTY FLORIDA" with a blue border. A reproduction of the logo is set forth below.



1 (c) *Approved Use; unlawful practices; penalties.* The County's logo is to be manufactured,
2 used, displayed, or otherwise employed only for official County business by authorized County
3 officials or employees in the performance of their official duties. Use of the logo for general
4 public and media applications may be authorized upon express written approval from the
5 County Administrator or his or her designee. In no case, however, shall the logo be used for
6 any commercial activity or for any other activity resulting in personal monetary gain. Any
7 unauthorized manufacture, use, display, facsimile or reproduction of the County's logo, including
8 monochromatic or other color schemes, shall be a violation of this section and punishable as
9 provided by law.

10
11 **Section 3. Severability.**

12
13 That if any section, sentence, clause or phrase of this Ordinance is held to be invalid or
14 unconstitutional by any Court of competent jurisdiction, then said holding shall in no way affect
15 the validity of the remaining portions of this Ordinance.

16
17 **Section 4. Inclusion in the Code.**

18
19 That it is the intent of the Board of County Commissioners that the provisions of this
20 Ordinance shall become and be made a part of the Escambia County Code; and that the
21 sections of this Ordinance may be renumbered or relettered and the word "ordinance" may be
22 changed to "section", "article", or such other appropriate word or phrase in order to accomplish
23 such intent.

24
25 **Section 5. Effective Date.**

26
27 That this Ordinance shall become effective upon filing with the Department of State.

28
29 **DONE AND ENACTED THIS _____ DAY OF _____, 2012.**

30
31 **BOARD OF COUNTY COMMISSIONERS**
32 **ESCAMBIA COUNTY, FLORIDA**

33
34
35 BY: _____
36 Wilson B. Robertson, Chairman

37
38 **ATTEST: ERNIE LEE MAGAHA**
39 **Clerk to the Circuit Court**

40
41
42 BY: _____
43 Deputy Clerk

44
45
46 **(Seal)**

47
48
49 **Enacted:**
50 **Filed with Department of State:**
51 **Effective:**



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2321

Public Hearings 12.

BCC Regular Meeting

Meeting Date: 04/05/2012

Issue: 9:02 a.m. Public Hearing-Repealing Ordinance 90-22 Relating to Fortunetellers, Clairvoyants, Etc.

From: Alison P. Rogers, County Attorney

Organization: County Attorney's Office

CAO Approval:

Information

RECOMMENDATION:

9:02 a.m. Public Hearing for consideration of adopting an Ordinance repealing Chapter 18, Article VII, Sections 18-351 through 18-357, the Fortunetellers, Clairvoyants, etc. Ordinance (Ordinance Number 90-22).

Recommendation: That the Board adopt an Ordinance repealing Chapter 18, Article VII, Sections 18-351 through 18-357, that requires a permit relating to fortunetellers, clairvoyants, etc.

BACKGROUND:

Discussed and referred from the Committee of the Whole held on March 8, 2012 and approved to schedule the hearing at the Board of County Commissioners meeting held March 15, 2012.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

This ordinance was draft by County Attorney Alison Rogers and advertised in the Saturday Edition of the Pensacola News Journal on March 24, 2012.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Draft Ordinance

PNJ Advertisement

ORDINANCE 2012-__

AN ORDINANCE RELATING TO ESCAMBIA COUNTY, FLORIDA; REPEALING CHAPTER 18, ARTICLE VII, SECTIONS 18-351 THROUGH 18-357 (ORDINANCE NO. 90-22) OF THE CODE OF ORDINANCES; REPEALING ALL COUNTY CODE REQUIREMENTS FOR PERMITTING OF FORTUNETELLERS OR CLAIRVOYANTS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners wishes to repeal the ordinance and not require a permit relating to fortunetellers or clairvoyants; and

WHEREAS, such permitting requirements no longer serve a public purpose.

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

Section 1. Repeal. Chapter 18, Article VII, sections 18-351 through 18-357 (Ordinance 90-22) is hereby repealed in its entirety.

Section 2. Effective Date. This Ordinance shall become effective upon its filing with the Department of State.

DONE AND ENACTED THIS ___ DAY OF _____, 2012.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

Wilson B. Robertson, Chairman

Deputy Clerk

(Seal)

Enacted: _____

Filed with Department of State: _____

Effective: _____

Published Daily-Pensacola, Escambia County, FL

PROOF OF PUBLICATION

State of Florida

County of Escambia:

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

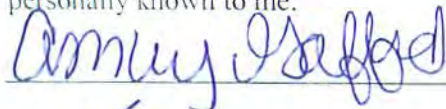
**NOTICE OF INTENT TO ADOPT
A COUNTY ORDINANCE**


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

March 24, 2012

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

Sworn to and subscribed before me this 26TH Day of MARCH, 2012, by ASHLEY GAFFORD who is personally known to me.

 Affiant

 Notary Public

NOTICE OF INTENT TO ADOPT A COUNTY ORDINANCE

NOTICE IS HEREBY GIVEN of the intention of the Board of County Commissioners of Escambia County, Florida at a public hearing to be held on **Thursday, April 5, 2012** at 9:02 a.m. in the BCC Meeting Room, Escambia County Government Complex, 221 Palafox Place, First Floor, to consider the adoption of the following ordinance:

AN ORDINANCE RELATING TO ESCAMBIA COUNTY, FLORIDA; REPEALING CHAPTER 18, ARTICLE VII, SECTIONS 18-351 THROUGH 18-357 (ORDINANCE NO. 90-22) OF THE CODE OF ORDINANCES; REPEALING ALL COUNTY CODE REQUIREMENTS FOR PERMITTING OF FORTUNETELLERS OR CLAIRVOYANTS; PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

Legal No. 1558219 1T March 24, 2012

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



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2322

Public Hearings 13.

BCC Regular Meeting

Meeting Date: 04/05/2012

Issue: 9:03 a.m. Public Hearing Amending the Santa Rosa Island Non-Ad Valorem Special Assessment Ordinance

From: Alison P. Rogers, County Attorney

Organization: County Attorney's Office

CAO Approval:

Information

RECOMMENDATION:

9:03 a.m. Public Hearing for consideration of adopting an Ordinance amending Chapter 46, Article IV, Sections 46-211 and 46-214, of the Escambia County Code of Ordinances, the Santa Rosa Island Non-Ad Valorem Special Assessment Ordinance.

Recommendation: That the Board adopt an Ordinance amending Chapter 46, Article IV, Sections 46-211 and 46-214, of the Escambia County Code of Ordinances, the Santa Rosa Island Non-Ad Valorem Special Assessment Ordinance.

BACKGROUND:

Discussed and referred from the Committee of the Whole held on March 8, 2012 and approved to schedule the hearing at the Board of County Commissioners meeting held March 15, 2012.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

This ordinance was drafted by County Attorney Alison Rogers and advertised in the Saturday Edition of the Pensacola News Journal on March 24, 2012

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Draft Ordinance

PNJ Advertisement

ORDINANCE NUMBER 2012-___

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA AMENDING PART 1, CHAPTER 46, ARTICLE IV OF THE ESCAMBIA COUNTY CODE OF ORDINANCES RELATING TO SANTA ROSA ISLAND ASSESSMENTS; ALLOWING FOR USE OF THE UNIFORM COLLECTION METHOD FOR SANTA ROSA ISLAND SPECIAL ASSESSMENTS IN SECTION 46-211; AMENDING SECTION 46-214 TO PROVIDE FOR AUTHORITY TO WAIVE PENALTIES AND INTEREST ACCRUED ON DELINQUENT ANNUAL ASSESSMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners has expressed an interest in waiving penalties and interest when extraordinary circumstances are shown; and

WHEREAS, court decisions have made the Uniform Collection Method more practical for special assessment collections; and

WHEREAS, these amendments are in the best interest of the public.

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

Section 1. That Part 1, Chapter 46, Article IV, Sections 46-211 and 46-214 of the Escambia County Code of Ordinances is hereby amended to read as follows:

Sec. 46-211. - Collection procedures.

(a) The board shall specify in the resolution adopting the annual island assessment roll, or in a separate resolution establishing the billing and collection procedures provided under this section:

- (1) The due date;
- (2) Any discounts for early payment;
- (3) The delinquency date;
- (4) The interest penalty on delinquent payments;
- (5) Any right of payment by installments; and
- (6) The place of payment.

(b) The clerk of the circuit court, agent of the clerk, or tax collector shall forthwith upon adoption of the annual island assessment roll or the addendum, if any, mail a notice to the lessee of each lot or parcel at the address incorporated on the annual island assessment roll, or its addendum, if any. The notice shall advise the lessee of such lot or parcel of:

- 42 (1) The aggregate amount of the aggregate annual assessments to be
43 imposed against each lot or parcel that is subject to a leasehold;
- 44 (2) The due date;
- 45 (3) Any established discounts for early payment;
- 46 (4) Any right to payment by installments;
- 47 (5) The delinquency date;
- 48 (6) The interest penalty on delinquent payments; and
49 (7) The place of payment.

50
51 (c) Collection of the annual assessments under the collection procedures shall
52 be by the clerk of the circuit court, agent of the clerk, or tax collector.

53
54 (d) Effective January 1, 2012, the Board of County Commissioners may elect to
55 collect special assessments relative to Santa Rosa Island by the Uniform Collection
56 Method and if such election is made, the Uniform Collection Method shall supersede
57 the one set forth in this section.

58
59 **Sec. 46-214. - Enforcement of delinquent annual assessments.**

60
61 (A.) All delinquent annual assessment liens may be enforced at any time by the board
62 subsequent to the date of the recording of the notice of lien provided for in section
63 46-212 for the amount due under such recorded liens, including all interest penalties,
64 plus costs and a reasonable attorney's fee, by proceedings in a court of equity to
65 foreclose such liens in the manner in which a mortgage lien is foreclosed under the
66 laws of state, or, in the alternative, foreclosure proceedings may be instituted and
67 prosecuted under the provisions of F.S. ch. 173, or the collection and enforcement of
68 payment thereof may be accomplished by any other method authorized by law. It
69 shall be lawful to join in any complaint for foreclosure or any such legal proceedings,
70 any one or more leaseholds that are the subject of a lien or liens.

71
72 (B.) The Board of County Commissioners retains the authority to waive penalties and
73 interest accrued on delinquent annual assessments. In order to have penalties and
74 interest waived on a delinquent account, an applicant for relief must follow these
75 procedures:

76
77 1. Provide a written request for relief from penalties and interest to the County
78 Administrator. The written request shall demonstrate that the failure to timely
79 pay the assessment was due to extraordinary circumstances.

80
81 2. The County Administrator shall place such written request on a Board of
82 County Commissioners agenda for action along with a recommendation
83 regarding whether the applicant appears to have demonstrated extraordinary
84 circumstances.

85

86 3. In the event the Board of County Commissioners votes to provide any relief
87 pursuant to this section, the applicant shall be responsible for any costs
88 associated with that relief, such as cost of recording, unless otherwise
89 directed by the Board of County Commissioners.

90
91 **Section 2. Severability.**

92
93 If any section, sentence, clause or phrase of this Ordinance is held to be invalid or
94 unconstitutional by any Court of competent jurisdiction, then said holding shall in no way
95 affect the validity of the remaining portions of this Ordinance.

96
97 **Section 3. Inclusion in the Code.**

98
99 It is the intention of the Board of County Commissioners that the provisions of this
100 ordinance shall become and be made a part of the Escambia County Code; and that the
101 sections of this Ordinance may be renumbered or relettered and the word "ordinance" may
102 be changed to "section", "article", or such other appropriate word or phrase in order to
103 accomplish such intentions.

104
105 **Section 4. Effective Date.**

106
107 This Ordinance shall become effective upon filing with the Department of State.

108
109 DONE AND ENACTED THIS _____ DAY OF _____, 2012.

110
111 BOARD OF COUNTY COMMISSIONERS
112 ESCAMBIA COUNTY, FLORIDA

113
114
115 BY: _____
116 Wilson B. Robertson, Chairman

117
118 ATTEST: ERNIE LEE MAGAHA
119 Clerk to the Circuit Court

120
121
122 BY: _____
123 Deputy Clerk

124
125 (SEAL)

126
127 Enacted:
128 Filed with Department of State:
129 Effective:

130
131

Published Daily-Pensacola, Escambia County, FL

PROOF OF PUBLICATION

State of Florida

County of Escambia:

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

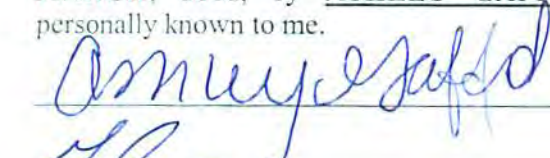
**NOTICE OF INTENT TO ADOPT
A COUNTY ORDINANCE**


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

March 24, 2012

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

Sworn to and subscribed before me this 26TH Day of MARCH, 2012, by ASHLEY GAFFORD who is personally known to me.





Affiant

Notary Public

NOTICE OF INTENT TO ADOPT A COUNTY ORDINANCE

NOTICE IS HEREBY GIVEN of the intention of the Board of County Commissioners of Escambia County, Florida at a public hearing to be held on Thursday, April 5, 2012 at 9:03 a.m. in the BCC Meeting Room, Escambia County Government Complex, 221 Palafox Place, First Floor, to consider the adoption of the following ordinance:

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA AMENDING PART 1, CHAPTER 46, ARTICLE IV OF THE ESCAMBIA COUNTY CODE OF ORDINANCES RELATING TO SANTA ROSA ISLAND ASSESSMENTS; ALLOWING FOR USE OF THE UNIFORM COLLECTION METHOD FOR SANTA ROSA ISLAND SPECIAL ASSESSMENTS IN SECTION 46-211; AMENDING SECTION 46-214 TO PROVIDE FOR AUTHORITY TO WAIVE PENALTIES AND INTEREST ACCRUED ON DELINQUENT ANNUAL ASSESSMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

Legal No. 1558222 1T March 24, 2012

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



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-2342 **Clerk & Comptroller's Report** **14. 1.**

BCC Regular Meeting

Meeting Date: 04/05/2012

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

A. The following two Payroll Expenditures:

(1) Pay Date March 16, 2012, in the amount of \$2,117,323.50; and

(2) Pay Date March 30, 2012, in the amount of \$1,743,497.91; and

B. The following three Disbursement of Funds:

(1) March 8, 2012, to March 14, 2012, in the amount of \$4,303,784.87;

(2) March 15, 2012, to March 21, 2012, in the amount of \$4,072,621.51; and

(3) March 22, 2012, to March 28, 2012, in the amount of \$2,655,780.23.

Attachments

Finance Reports



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: March 16, 2012

Check No:	\$0.00
Direct Deposits:	\$1,141,650.72
Total Deductions and Matching Costs:	\$975,672.78
Total Expenditures:	\$2,117,323.50

ERNIE LEE MAGAHA
 CLERK OF THE CIRCUIT COURT
 ESCAMBIA COUNTY, FL
 2012 MAR 14 P 12:47
 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
 Payroll Expenditures of the
 Board of County Commissioners

Pay Date: March 30, 2012

Check No: 50021065	\$1,162.15
Direct Deposits:	\$1,192,302.59
Total Deductions and Matching Costs:	\$550,033.17
Total Expenditures:	\$1,743,497.91

ERNIE LEE MAGAHA
 CLERK OF THE CIRCUIT COURT
 ESCAMBIA COUNTY, FL.
 2012 MAR 28 P 3:36
 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
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 MARRIAGE
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 OPERATIONAL SERVICES
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 TRAFFIC DIVISION
 TREASURY

Escambia County, Florida
 Disbursement of Funds From:

03/08/12 to 03/14/12

DISBURSEMENTS

Computer check run of:	<u>03/14/12</u>	\$ <u>3,485,632.93</u>
	<u>L-Vendor</u>	\$ <u>0.00</u>
Hand-Typed Checks:		\$ <u>0.00</u>
Disbursement By Wire:		
Preferred Governmental Claims	\$ <u>24,363.33</u>	
Dental Insurance	\$ <u>66,673.77</u>	
Credit Card Purchases	\$ <u>7,005.39</u>	
Other Veolia Transportation	\$ <u>720,109.45</u>	
Total Disbursement by Wire		\$ <u>818,151.94</u>
TOTAL DISBURSEMENTS		\$ <u><u>4,303,784.87</u></u>

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

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

ERNIE LEE MAGAHA
 CLERK OF CIRCUIT COURT
 ESCAMBIA COUNTY, FL
 2012 MAR 15 A 8:52
 CLERK OF 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:

03/15/12 to 03/21/12

DISBURSEMENTS

Computer check run of:

<u>03/21/12</u>	\$ <u>3,970,365.42</u>
<u>L-Vendor</u>	\$ <u>0.00</u>

Hand-Typed Checks:

\$ 0.00

Disbursement By Wire:

Preferred Governmental Claims	\$ <u>75,392.66</u>
Credit Card Purchases	\$ <u>26,863.43</u>

Total Disbursement by Wire

\$ 102,256.09

TOTAL DISBURSEMENTS

\$ 4,072,621.51

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
 APR 11 2012 A 9:35
 CLERK OF 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
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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 SYST
 OFFICIAL RECORDS
 OPERATIONAL SERVICES
 PROBATE DIVISION
 TRAFFIC DIVISION
 TREASURY

Escambia County, Florida
 Disbursement of Funds From:

03/22/12 to 03/28/12

DISBURSEMENTS

Computer check run of:

<u>03/28/12</u>	\$ <u>1,786,920.44</u>
<u>L-Vendor</u>	\$ <u>0.00</u>

Hand-Typed Checks:

\$ 0.00

Disbursement By Wire:

Debt Service Payment	\$ <u>0.00</u>
Elected Official	\$ <u>0.00</u>
Preferred Governmental Claims	\$ <u>269,116.47</u>
Dental Insurance	\$ <u>0.00</u>
Credit Card Purchases	\$ <u>16,442.72</u>
Veolia Transportation	\$ <u>583,300.60</u>

Total Disbursement by Wire

\$ 868,859.79

TOTAL DISBURSEMENTS

\$ 2,655,780.23

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 MAR 29 A 9: 01
 BOARD OF COUNTY COMMISSIONERS



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-2343

Clerk & Comptroller's Report 14. 2.

BCC Regular Meeting

Meeting Date: 04/05/2012

Issue: Write-off of Accounts Receivable

From: Doris Harris

Organization: Clerk & Comptroller's Office

Information

Recommendation:

Recommendation Concerning Write-off of Accounts Receivable

That the Board adopt the Resolution authorizing the write-off of \$1,559,240.50 in receivables that have been recorded in the Emergency Medical Services (EMS) Fund of the County and have been determined to be uncollectible bad debts.

Background:

This Resolution allows an accounting transaction to be recorded and in no way should be construed to be a forgiveness of the debt. This Resolution includes write-offs from EMS Ambulance Billings, as explained in the attached memorandum from the Department. Per the Department's memorandum, these accounts have been passed through all phases of the collection process and have been determined to be uncollectible.

Attachments

Write-off of Accounts Receivable



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
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 MARRIAGE
 MENTAL HEALTH
 MANAGEMENT INFORMATION SYSTEMS
 OFFICIAL RECORDS
 OPERATIONAL SERVICES
 PROBATE DIVISION
 TRAFFIC DIVISION
 TREASURY

MEMORANDUM

TO: Honorable Board of County Commissioners

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

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

DATE: March 7, 2012

SUBJECT: Write off Accounts Receivable

ERNIE LEE MAGAHA
 CLERK OF THE CIRCUIT COURT
 ESCAMBIA COUNTY, FL
 2012 MAR 19 PM 12:31
 BOARD OF COUNTY COMMISSIONERS

RECOMMENDATION:

That the Board adopts the attached Resolution authorizing the write off of **\$1,559,240.50** in receivables that have been recorded in the Emergency Medical Services (EMS) Fund of the County and have been determined to be uncollectible bad debts.

DISCUSSION:

This Resolution allows an accounting transaction to be recorded and in no way should be construed to be a forgiveness of the debt. This Resolution includes write offs from EMS Ambulance Billings as explained in the attached memorandum from the Department. Per the Department's memorandum, these accounts have been passed through all phases of the collection process and have been determined to be uncollectible.

PLS/JC/nac

Attachment

RESOLUTION R2012-

WHEREAS, certain accounts totaling \$1,559,240.50 are owed to the Emergency Medical Service Fund of Escambia County for services furnished as delineated in Attachment "A" and made a part hereof by reference; and

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

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

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

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

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

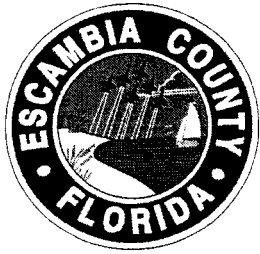
By: _____
Wilson B. Robertson
Chairman of the Board

ATTEST:

ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: _____
Deputy Clerk

Adopted:



ATTACHMENT "A"

Board of County Commissioners • Escambia County, Florida

Joe Scialdone, EMS Billing
Public Safety Department

INTEROFFICE MEMORANDUM

TO: Joyce Collins, Accountant I
Escambia County Clerk's Office

FROM: Joe Scialdone, Billing Supervisor
EMS Billing Department

DATE: March 5, 2012

RE: Bad Debt Write-off (1st Qtr FY 2011-12)

Enclosed are the accounts from the specified period for processing as bad debt.

These accounts have been through all phases of the billing and collection cycles, to include all primary and secondary insurance filing, private pay processing, pre-collection letter(s), and/or referral to our secondary collection agency. All avenues for collection have been exhausted and we are confident these accounts are truly uncollectible, and any further action would be unproductive.

As always, your assistance in processing these write-offs for action by the Board of County Commissioners is appreciated. We anticipate it making the BCC Agenda on March 15, 2012.

Please advise Trisha Pohlmann once it has been included in the Board agenda for its action.

TOTAL WRITE-OFF AMOUNT FOR APPROVAL: \$ 1,559,240.50

6575 North W Street • Pensacola, Florida 32505-1714

Telephone (850) 471-6507 • Fax (850) 471-6518

JAScialdone@MyEscambia.com

Joyce Collins

From: Joseph A. Scialdone [jascialdone@co.escambia.fl.us]
Sent: Monday, March 05, 2012 4:44 PM
To: Joyce Collins
Cc: Jennifer Diaz Quinn; Lorraine Hudson; Trisha K. Pohlmann
Subject: FY2011-12Q1 Bad Debt Write-Off (EMS)
Importance: High
Attachments: MEMO - BDWO FY2011_12Q1 (1559240.50) 030512.docx; BDWOFY2011_12 Q1 (NoNames).xls

Hi Joyce,

Enclosed please find the EMS Billing requested Write-Off Bad Debt for FY2011-12Q1 in the amount of \$1,559,240.50

We anticipate this action making the BCC March 5, 2012 Agenda. Please let me know if you need any additional clarification.

Thank you,

Joe Scialdone
Escambia County EMS Billing
850-471-6507
850-390-3150 mobile

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.

ESCAMBIA COUNTY EMS
1st Quarter FY 2012 Write-Off

Date of Service	Run #	Amount
2003-06-09	Run 12,886	100.72
2003-06-30	Run 14,714	71.33
2003-06-30	Run 14,720	60.49
2003-07-20	Run 16,575	60.84
2003-08-22	Run 19,465	23.82
2004-07-01	Run 16,448	70.67
2004-07-07	Run 16,978	47.76
2004-07-09	Run 17,230	64.03
2004-07-11	Run 17,395	43.34
2004-07-13	Run 17,585	65.14
2004-07-13	Run 17,560	67.35
2004-07-15	Run 17,759	55.66
2004-07-15	Run 17,819	61.19
2004-07-16	Run 17,855	53.44
2004-07-16	Run 17,868	64.03
2004-07-16	Run 17,903	45.55
2004-07-17	Run 18,009	58.50
2005-05-20	Run 13,141	300.00
2005-05-21	Run 13,142	510.00
2005-05-22	Run 13,143	450.00
2005-08-30	Run 22,504	293.67
2006-01-15	Run 1,268	121.76
2006-03-08	Run 6,005	350.00
2006-03-22	Run 7,240	378.00
2006-03-26	Run 7,575	717.73
2006-04-15	Run 9,553	240.03
2006-04-25	Run 10,548	453.00
2006-05-02	Run 11,309	280.28
2006-07-20	Run 19,097	137.44
2006-10-04	Run 26,307	666.74
2006-11-18	Run 30,395	543.33
2007-05-07	Run 12,870	350.00
2007-05-24	Run 14,551	385.06
2007-07-13	Run 19,637	650.34
2008-02-02	Run 3,167	400.00
2008-02-05	Run 3,518	363.57
2008-02-24	Run 5,435	367.52
2008-04-29	Run 11,726	575.00
2008-05-09	Run 12,651	555.00
2008-09-12	Run 24,132	745.00
2008-09-22	Run 25,177	675.00
2009-01-10	Run 862	654.50
2009-03-21	Run 7,546	150.00
2009-08-24	Run 22,909	122.57
2009-10-05	Run 27,266	119.00
2009-11-20	Run 31,434	395.00
2009-11-21	Run 31,548	395.00
2009-12-21	Run 34,241	90.16
2010-01-24	Run 2,155	62.29

ESCAMBIA COUNTY EMS
1st Quarter FY 2012 Write-Off

Date of Service	Run #	Amount
2010-03-25	Run 7,741	65.92
2010-04-10	Run 9,397	775.00
2010-04-10	Run 9,362	87.05
2010-04-21	Run 10,379	595.00
2010-04-21	Run 10,378	595.00
2010-05-03	Run 11,598	795.00
2010-05-03	Run 11,560	72.31
2010-05-07	Run 11,950	87.05
2010-05-14	Run 12,691	85.71
2010-05-21	Run 13,264	780.00
2010-05-23	Run 13,485	365.00
2010-05-24	Run 13,542	480.00
2010-05-27	Run 14,007	745.00
2010-05-28	Run 14,156	443.75
2010-05-28	Run 14,170	725.00
2010-05-30	Run 14,332	150.00
2010-06-01	Run 14,482	77.62
2010-06-01	Run 14,505	655.00
2010-06-01	Run 14,489	550.00
2010-06-01	Run 14,445	60.00
2010-06-02	Run 14,603	203.88
2010-06-03	Run 14,690	311.70
2010-06-10	Run 15,328	100.00
2010-06-14	Run 15,769	173.00
2010-06-14	Run 15,734	125.00
2010-06-14	Run 15,701	150.00
2010-06-15	Run 15,800	545.00
2010-06-16	Run 15,933	372.03
2010-06-17	Run 15,992	545.00
2010-06-19	Run 16,208	555.00
2010-06-22	Run 16,565	30.00
2010-07-03	Run 17,492	80.92
2010-07-06	Run 17,809	470.00
2010-07-07	Run 17,877	710.00
2010-07-10	Run 18,247	605.00
2010-07-11	Run 18,392	115.00
2010-07-16	Run 18,923	705.00
2010-07-17	Run 18,987	114.00
2010-07-23	Run 19,576	117.00
2010-07-23	Run 19,551	550.00
2010-07-25	Run 19,676	795.00
2010-07-27	Run 19,938	575.00
2010-07-29	Run 20,154	123.00
2010-07-30	Run 20,173	80.92
2010-08-02	Run 20,540	745.00
2010-08-02	Run 20,452	195.40
2010-08-05	Run 20,800	163.36
2010-08-11	Run 21,448	50.00
2010-08-17	Run 22,036	153.00

ESCAMBIA COUNTY EMS
1st Quarter FY 2012 Write-Off

Date of Service	Run #	Amount
2010-08-18	Run 22,132	550.00
2010-08-20	Run 22,343	565.00
2010-08-20	Run 22,378	68.36
2010-08-25	Run 22,734	545.00
2010-08-26	Run 22,855	69.74
2010-08-27	Run 22,990	615.00
2010-08-27	Run 22,910	725.00
2010-08-29	Run 23,093	89.17
2010-08-30	Run 23,245	85.05
2010-09-01	Run 23,386	755.00
2010-09-03	Run 23,641	120.00
2010-09-06	Run 23,982	595.00
2010-09-07	Run 24,037	100.00
2010-09-08	Run 24,195	90.54
2010-09-14	Run 25,091	530.00
2010-09-16	Run 24,934	150.00
2010-09-16	Run 24,931	77.11
2010-09-17	Run 25,009	529.83
2010-09-17	Run 25,045	715.00
2010-09-17	Run 25,088	115.14
2010-09-18	Run 25,154	550.00
2010-09-18	Run 25,144	115.00
2010-09-19	Run 25,201	575.00
2010-09-20	Run 25,275	595.00
2010-09-21	Run 25,314	84.00
2010-09-22	Run 25,457	665.00
2010-09-24	Run 25,612	605.00
2010-09-24	Run 25,657	84.55
2010-09-25	Run 25,733	115.25
2010-09-26	Run 25,806	845.00
2010-09-28	Run 25,948	89.17
2010-09-29	Run 26,072	119.00
2010-10-01	Run 26,241	205.50
2010-10-02	Run 26,372	90.54
2010-10-05	Run 26,687	211.95
2010-10-06	Run 26,740	745.00
2010-10-08	Run 26,940	48.29
2010-10-09	Run 27,048	555.00
2010-10-09	Run 27,002	460.00
2010-10-09	Run 28,191	448.09
2010-10-09	Run 26,974	545.00
2010-10-10	Run 27,100	185.00
2010-10-10	Run 27,106	575.00
2010-10-14	Run 27,549	150.00
2010-10-15	Run 27,563	555.00
2010-10-15	Run 27,653	665.00
2010-10-18	Run 27,874	565.00
2010-10-18	Run 27,830	103.90
2010-10-18	Run 27,938	165.00

ESCAMBIA COUNTY EMS
1st Quarter FY 2012 Write-Off

Date of Service	Run #	Amount
2010-10-20	Run 28,072	213.06
2010-10-21	Run 28,187	480.00
2010-10-25	Run 28,539	480.00
2010-10-25	Run 28,523	755.00
2010-10-25	Run 28,542	575.00
2010-10-26	Run 28,658	111.60
2010-10-27	Run 28,696	565.00
2010-11-01	Run 29,184	117.00
2010-11-01	Run 29,178	347.00
2010-11-03	Run 29,409	155.00
2010-11-04	Run 29,908	42.35
2010-11-06	Run 29,623	143.00
2010-11-06	Run 29,640	545.00
2010-11-06	Run 29,639	545.00
2010-11-07	Run 29,752	352.54
2010-11-08	Run 29,818	82.30
2010-11-11	Run 30,117	545.00
2010-11-12	Run 30,197	625.00
2010-11-13	Run 30,264	82.30
2010-11-13	Run 30,239	205.69
2010-11-14	Run 30,346	595.00
2010-11-15	Run 30,466	111.00
2010-11-16	Run 30,539	72.49
2010-11-16	Run 30,513	81.66
2010-11-18	Run 30,648	150.00
2010-11-18	Run 30,732	725.00
2010-11-18	Run 30,658	785.00
2010-11-19	Run 30,804	69.17
2010-11-19	Run 30,790	76.50
2010-11-20	Run 30,913	193.28
2010-11-20	Run 30,875	109.00
2010-11-20	Run 30,832	645.00
2010-11-22	Run 31,016	113.00
2010-11-22	Run 31,024	605.00
2010-11-23	Run 31,095	90.00
2010-11-23	Run 31,124	306.28
2010-11-23	Run 31,052	615.00
2010-11-23	Run 31,139	50.00
2010-11-23	Run 31,091	160.00
2010-11-24	Run 31,230	410.00
2010-11-26	Run 31,522	695.00
2010-11-26	Run 31,341	516.93
2010-11-29	Run 31,553	343.00
2010-11-29	Run 31,579	364.81
2010-11-29	Run 31,611	605.00
2010-11-30	Run 31,609	257.04
2010-11-30	Run 31,662	695.00
2010-11-30	Run 31,653	595.00
2010-11-30	Run 31,632	20.00

ESCAMBIA COUNTY EMS
1st Quarter FY 2012 Write-Off

Date of Service	Run #	Amount
2010-12-03	Run 31,961	825.00
2010-12-03	Run 31,902	725.00
2010-12-03	Run 31,882	605.00
2010-12-04	Run 32,046	150.00
2010-12-04	Run 32,003	50.00
2010-12-05	Run 32,071	711.90
2010-12-05	Run 32,137	85.00
2010-12-05	Run 32,124	745.00
2010-12-06	Run 32,215	83.67
2010-12-06	Run 32,154	665.00
2010-12-07	Run 32,263	565.00
2010-12-08	Run 32,364	127.00
2010-12-09	Run 32,433	121.00
2010-12-09	Run 32,435	121.00
2010-12-09	Run 32,425	121.00
2010-12-10	Run 32,527	150.00
2010-12-10	Run 32,570	127.00
2010-12-11	Run 32,609	121.00
2010-12-11	Run 32,629	161.00
2010-12-13	Run 32,772	125.00
2010-12-14	Run 32,884	575.00
2010-12-16	Run 33,026	127.00
2010-12-16	Run 32,987	745.00
2010-12-16	Run 33,130	93.29
2010-12-17	Run 33,167	411.00
2010-12-17	Run 33,142	745.00
2010-12-17	Run 33,122	675.00
2010-12-18	Run 33,218	109.00
2010-12-18	Run 33,244	90.54
2010-12-18	Run 33,232	121.00
2010-12-19	Run 33,283	120.00
2010-12-19	Run 33,239	150.00
2010-12-19	Run 33,281	535.00
2010-12-20	Run 33,352	304.30
2010-12-20	Run 33,401	100.00
2010-12-20	Run 33,361	119.00
2010-12-21	Run 33,460	715.00
2010-12-21	Run 33,486	100.00
2010-12-22	Run 33,572	231.00
2010-12-22	Run 33,539	307.54
2010-12-22	Run 33,526	735.00
2010-12-23	Run 33,637	581.65
2010-12-24	Run 33,740	167.00
2010-12-25	Run 33,798	685.00
2010-12-25	Run 33,775	755.00
2010-12-25	Run 33,765	149.00
2010-12-25	Run 33,813	528.62
2010-12-27	Run 33,983	665.00
2010-12-27	Run 33,914	110.00

ESCAMBIA COUNTY EMS
1st Quarter FY 2012 Write-Off

Date of Service	Run #	Amount
2010-12-27	Run 33,969	680.00
2010-12-28	Run 34,051	545.00
2010-12-28	Run 34,009	276.50
2010-12-29	Run 34,134	725.00
2010-12-29	Run 34,111	760.00
2010-12-30	Run 34,195	605.00
2010-12-30	Run 34,176	177.00
2010-12-31	Run 34,288	925.00
2010-12-31	Run 34,340	685.00
2010-12-31	Run 34,305	765.00
2011-01-01	Run 53	815.00
2011-01-01	Run 22	200.00
2011-01-01	Run 15	835.00
2011-01-01	Run 87	605.00
2011-01-01	Run 46	755.00
2011-01-02	Run 74	83.94
2011-01-02	Run 114	535.00
2011-01-02	Run 119	535.00
2011-01-03	Run 252	85.05
2011-01-03	Run 208	100.00
2011-01-03	Run 238	87.23
2011-01-03	Run 221	123.00
2011-01-03	Run 192	343.22
2011-01-03	Run 167	635.00
2011-01-03	Run 254	68.17
2011-01-03	Run 234	123.00
2011-01-03	Run 186	150.00
2011-01-04	Run 307	332.80
2011-01-04	Run 363	665.00
2011-01-04	Run 300	139.00
2011-01-05	Run 430	100.00
2011-01-05	Run 391	645.00
2011-01-05	Run 375	665.00
2011-01-05	Run 416	585.00
2011-01-05	Run 378	568.05
2011-01-06	Run 505	85.00
2011-01-06	Run 451	100.00
2011-01-06	Run 550	282.50
2011-01-06	Run 487	129.06
2011-01-07	Run 655	605.00
2011-01-07	Run 591	100.00
2011-01-07	Run 649	281.00
2011-01-07	Run 650	348.20
2011-01-07	Run 616	555.00
2011-01-08	Run 685	85.31
2011-01-08	Run 756	725.00
2011-01-08	Run 722	545.00
2011-01-08	Run 713	525.00
2011-01-08	Run 694	236.50

ESCAMBIA COUNTY EMS
1st Quarter FY 2012 Write-Off

Date of Service	Run #	Amount
2011-01-08	Run 715	118.60
2011-01-08	Run 718	550.00
2011-01-08	Run 726	84.07
2011-01-09	Run 863	71.33
2011-01-09	Run 865	84.90
2011-01-09	Run 820	805.00
2011-01-10	Run 883	755.00
2011-01-11	Run 957	655.00
2011-01-11	Run 1,031	87.78
2011-01-11	Run 1,012	125.00
2011-01-11	Run 998	185.00
2011-01-11	Run 1,025	72.56
2011-01-12	Run 1,075	170.00
2011-01-12	Run 1,100	565.00
2011-01-13	Run 1,147	324.11
2011-01-13	Run 1,186	200.00
2011-01-13	Run 1,188	845.00
2011-01-13	Run 1,193	728.51
2011-01-13	Run 1,173	615.00
2011-01-14	Run 1,243	200.00
2011-01-14	Run 1,266	795.00
2011-01-14	Run 1,258	645.00
2011-01-14	Run 1,278	15.30
2011-01-14	Run 1,327	785.00
2011-01-15	Run 1,357	111.00
2011-01-15	Run 1,359	705.00
2011-01-15	Run 1,345	285.13
2011-01-15	Run 1,370	555.00
2011-01-15	Run 1,373	183.00
2011-01-15	Run 1,353	171.87
2011-01-15	Run 1,313	100.00
2011-01-15	Run 1,375	115.00
2011-01-15	Run 1,366	100.00
2011-01-16	Run 1,390	85.00
2011-01-16	Run 1,391	150.00
2011-01-16	Run 1,566	410.00
2011-01-17	Run 1,463	329.69
2011-01-17	Run 1,481	655.00
2011-01-17	Run 1,497	615.00
2011-01-17	Run 1,510	82.85
2011-01-17	Run 1,460	50.00
2011-01-17	Run 1,533	79.42
2011-01-18	Run 1,582	770.00
2011-01-18	Run 1,572	139.00
2011-01-18	Run 1,553	955.00
2011-01-19	Run 1,670	48.48
2011-01-19	Run 1,706	441.09
2011-01-19	Run 1,678	326.16
2011-01-19	Run 1,677	89.55

ESCAMBIA COUNTY EMS
1st Quarter FY 2012 Write-Off

Date of Service	Run #	Amount
2011-01-19	Run 1,680	175.00
2011-01-20	Run 1,812	550.00
2011-01-20	Run 1,881	575.00
2011-01-20	Run 1,816	715.00
2011-01-20	Run 1,868	745.00
2011-01-20	Run 1,735	150.00
2011-01-20	Run 1,887	88.74
2011-01-21	Run 1,930	595.00
2011-01-21	Run 1,970	139.00
2011-01-21	Run 1,948	100.00
2011-01-21	Run 1,911	66.01
2011-01-21	Run 1,958	179.00
2011-01-21	Run 1,912	735.00
2011-01-21	Run 1,939	110.00
2011-01-22	Run 2,007	81.88
2011-01-22	Run 2,036	85.99
2011-01-22	Run 1,996	82.43
2011-01-23	Run 2,100	75.00
2011-01-23	Run 2,153	183.00
2011-01-23	Run 2,103	162.00
2011-01-23	Run 2,073	74.76
2011-01-23	Run 2,147	78.05
2011-01-24	Run 2,248	625.00
2011-01-24	Run 2,173	82.56
2011-01-24	Run 2,193	795.00
2011-01-24	Run 2,216	73.25
2011-01-24	Run 2,208	20.00
2011-01-25	Run 2,329	100.00
2011-01-25	Run 2,282	10.00
2011-01-25	Run 2,343	100.00
2011-01-25	Run 2,332	605.00
2011-01-25	Run 2,319	165.50
2011-01-26	Run 2,401	25.00
2011-01-26	Run 2,336	327.50
2011-01-26	Run 2,371	73.52
2011-01-26	Run 2,374	81.07
2011-01-26	Run 2,373	100.00
2011-01-27	Run 2,473	81.74
2011-01-27	Run 2,454	135.00
2011-01-27	Run 2,490	100.00
2011-01-27	Run 2,491	341.00
2011-01-27	Run 2,455	135.00
2011-01-27	Run 2,422	100.00
2011-01-27	Run 2,502	190.00
2011-01-27	Run 2,459	100.00
2011-01-28	Run 2,548	75.72
2011-01-28	Run 2,648	200.00
2011-01-28	Run 2,631	720.00
2011-01-29	Run 2,704	292.44

ESCAMBIA COUNTY EMS
1st Quarter FY 2012 Write-Off

Date of Service	Run #	Amount
2011-01-29	Run 2,696	500.00
2011-01-29	Run 2,747	96.28
2011-01-29	Run 2,666	200.00
2011-01-29	Run 2,679	129.00
2011-01-29	Run 2,680	129.00
2011-01-29	Run 2,625	438.47
2011-01-29	Run 2,730	100.00
2011-01-29	Run 2,667	84.08
2011-01-29	Run 2,687	615.00
2011-01-29	Run 2,632	143.00
2011-01-29	Run 2,664	79.11
2011-01-30	Run 2,829	35.00
2011-01-30	Run 2,796	85.00
2011-01-30	Run 2,717	595.00
2011-01-30	Run 2,743	550.00
2011-01-30	Run 2,830	100.00
2011-01-31	Run 2,853	715.00
2011-01-31	Run 2,850	203.00
2011-01-31	Run 2,911	85.00
2011-01-31	Run 2,908	90.11
2011-01-31	Run 2,855	605.00
2011-01-31	Run 2,874	150.00
2011-01-31	Run 2,885	150.00
2011-01-31	Run 2,877	625.00
2011-01-31	Run 2,878	625.00
2011-02-01	Run 2,929	745.00
2011-02-01	Run 2,982	200.00
2011-02-01	Run 2,941	349.00
2011-02-01	Run 2,918	635.00
2011-02-01	Run 2,945	535.00
2011-02-01	Run 2,934	565.00
2011-02-01	Run 2,997	69.41
2011-02-01	Run 2,949	150.00
2011-02-02	Run 3,036	54.66
2011-02-02	Run 3,104	725.00
2011-02-02	Run 3,047	175.00
2011-02-02	Run 3,012	200.00
2011-02-03	Run 3,130	200.00
2011-02-03	Run 3,143	118.75
2011-02-03	Run 3,175	695.00
2011-02-03	Run 3,134	705.00
2011-02-03	Run 3,163	625.00
2011-02-03	Run 3,116	150.00
2011-02-03	Run 3,126	715.00
2011-02-04	Run 3,268	250.00
2011-02-04	Run 3,252	100.00
2011-02-04	Run 3,275	100.00
2011-02-04	Run 3,184	745.00
2011-02-04	Run 3,244	168.75

ESCAMBIA COUNTY EMS
1st Quarter FY 2012 Write-Off

Date of Service	Run #	Amount
2011-02-04	Run 3,273	97.98
2011-02-04	Run 3,210	795.00
2011-02-04	Run 3,180	70.50
2011-02-05	Run 3,305	82.02
2011-02-05	Run 3,303	715.00
2011-02-05	Run 3,270	795.00
2011-02-05	Run 3,284	565.00
2011-02-05	Run 3,316	575.00
2011-02-05	Run 3,359	311.04
2011-02-05	Run 3,314	231.93
2011-02-06	Run 3,361	100.00
2011-02-06	Run 3,352	605.00
2011-02-06	Run 3,398	705.00
2011-02-06	Run 3,426	71.19
2011-02-06	Run 3,387	183.00
2011-02-06	Run 3,425	745.00
2011-02-06	Run 3,432	545.00
2011-02-06	Run 3,353	169.00
2011-02-06	Run 3,386	183.00
2011-02-07	Run 3,553	85.32
2011-02-07	Run 3,471	565.00
2011-02-07	Run 3,463	460.52
2011-02-07	Run 3,528	30.00
2011-02-07	Run 3,533	545.00
2011-02-07	Run 3,526	273.00
2011-02-07	Run 3,436	52.36
2011-02-07	Run 3,558	83.11
2011-02-07	Run 3,550	715.00
2011-02-07	Run 3,491	89.50
2011-02-07	Run 3,503	143.00
2011-02-07	Run 3,494	167.00
2011-02-08	Run 3,648	150.00
2011-02-08	Run 3,578	300.00
2011-02-08	Run 3,585	100.00
2011-02-08	Run 3,586	150.00
2011-02-09	Run 3,684	200.00
2011-02-09	Run 3,706	100.00
2011-02-09	Run 3,667	183.40
2011-02-09	Run 3,718	150.00
2011-02-09	Run 3,736	645.00
2011-02-09	Run 3,657	139.09
2011-02-09	Run 3,744	304.76
2011-02-09	Run 3,672	100.00
2011-02-10	Run 3,802	32.75
2011-02-10	Run 3,771	150.00
2011-02-10	Run 3,768	20.00
2011-02-10	Run 3,738	10.00
2011-02-10	Run 3,785	100.00
2011-02-10	Run 3,720	642.00

ESCAMBIA COUNTY EMS
1st Quarter FY 2012 Write-Off

Date of Service	Run #	Amount
2011-02-10	Run 3,789	200.00
2011-02-11	Run 3,831	715.00
2011-02-11	Run 3,859	100.00
2011-02-11	Run 3,845	100.00
2011-02-11	Run 3,832	69.95
2011-02-11	Run 3,909	169.00
2011-02-11	Run 3,830	675.00
2011-02-11	Run 3,911	605.00
2011-02-12	Run 3,956	595.00
2011-02-12	Run 3,970	80.00
2011-02-12	Run 3,891	785.00
2011-02-12	Run 3,892	82.15
2011-02-12	Run 4,014	645.00
2011-02-12	Run 3,974	665.00
2011-02-12	Run 3,980	68.17
2011-02-12	Run 3,964	100.00
2011-02-12	Run 3,936	333.46
2011-02-12	Run 3,931	85.00
2011-02-12	Run 3,925	123.00
2011-02-13	Run 4,062	131.00
2011-02-13	Run 4,065	210.60
2011-02-13	Run 4,095	865.00
2011-02-13	Run 4,054	545.00
2011-02-13	Run 4,015	189.40
2011-02-13	Run 4,043	84.07
2011-02-13	Run 4,038	705.00
2011-02-14	Run 4,135	705.00
2011-02-14	Run 4,115	200.00
2011-02-14	Run 4,106	700.00
2011-02-15	Run 4,239	665.00
2011-02-15	Run 4,292	370.29
2011-02-15	Run 4,291	705.00
2011-02-15	Run 4,318	685.00
2011-02-15	Run 4,317	685.00
2011-02-15	Run 4,263	100.00
2011-02-15	Run 4,241	655.00
2011-02-15	Run 4,220	150.00
2011-02-15	Run 4,222	585.00
2011-02-15	Run 4,208	70.50
2011-02-15	Run 4,234	317.41
2011-02-15	Run 4,256	115.00
2011-02-15	Run 4,284	150.00
2011-02-15	Run 4,588	220.50
2011-02-15	Run 4,268	605.00
2011-02-15	Run 4,246	171.25
2011-02-16	Run 4,382	635.00
2011-02-16	Run 4,338	565.00
2011-02-16	Run 4,380	91.07
2011-02-16	Run 4,381	670.00

ESCAMBIA COUNTY EMS
1st Quarter FY 2012 Write-Off

Date of Service	Run #	Amount
2011-02-16	Run 4,356	725.00
2011-02-16	Run 4,370	43.20
2011-02-16	Run 4,359	137.00
2011-02-16	Run 4,354	125.00
2011-02-17	Run 4,497	78.05
2011-02-17	Run 4,466	665.00
2011-02-17	Run 4,424	100.00
2011-02-17	Run 4,460	605.00
2011-02-17	Run 4,514	605.00
2011-02-17	Run 4,401	94.60
2011-02-17	Run 4,430	555.00
2011-02-17	Run 4,440	81.88
2011-02-17	Run 4,404	775.00
2011-02-18	Run 4,535	95.80
2011-02-18	Run 4,618	84.09
2011-02-18	Run 4,532	100.00
2011-02-18	Run 4,551	63.80
2011-02-18	Run 4,567	47.07
2011-02-18	Run 4,539	139.00
2011-02-18	Run 4,530	85.31
2011-02-18	Run 4,575	60.00
2011-02-18	Run 4,518	101.10
2011-02-18	Run 4,569	92.44
2011-02-18	Run 4,542	655.00
2011-02-18	Run 4,585	119.00
2011-02-18	Run 4,545	10.32
2011-02-18	Run 4,568	69.95
2011-02-18	Run 4,521	141.00
2011-02-18	Run 4,579	840.00
2011-02-18	Run 4,543	131.00
2011-02-19	Run 4,695	775.00
2011-02-19	Run 4,597	121.00
2011-02-19	Run 4,699	83.66
2011-02-19	Run 4,682	150.00
2011-02-19	Run 4,658	200.00
2011-02-19	Run 4,607	715.00
2011-02-19	Run 4,693	535.00
2011-02-19	Run 4,685	645.00
2011-02-19	Run 4,666	715.00
2011-02-19	Run 4,690	665.00
2011-02-19	Run 4,669	555.00
2011-02-19	Run 4,648	72.93
2011-02-19	Run 4,639	150.00
2011-02-19	Run 4,644	775.00
2011-02-19	Run 4,717	575.00
2011-02-19	Run 4,675	575.00
2011-02-19	Run 4,673	100.40
2011-02-19	Run 4,645	137.00
2011-02-19	Run 4,650	91.48

ESCAMBIA COUNTY EMS
1st Quarter FY 2012 Write-Off

Date of Service	Run #	Amount
2011-02-19	Run 4,678	795.00
2011-02-19	Run 4,697	635.00
2011-02-19	Run 4,718	765.00
2011-02-20	Run 4,795	685.00
2011-02-20	Run 4,729	705.00
2011-02-20	Run 4,744	728.30
2011-02-20	Run 4,760	62.95
2011-02-20	Run 4,735	565.00
2011-02-20	Run 4,814	705.00
2011-02-20	Run 4,820	625.00
2011-02-20	Run 5,033	239.06
2011-02-20	Run 4,707	675.00
2011-02-20	Run 4,763	785.00
2011-02-20	Run 4,796	100.00
2011-02-20	Run 4,772	20.00
2011-02-20	Run 4,810	440.00
2011-02-20	Run 4,791	92.44
2011-02-20	Run 4,746	115.22
2011-02-20	Run 4,761	715.00
2011-02-20	Run 4,821	89.57
2011-02-20	Run 4,748	535.00
2011-02-20	Run 4,773	535.00
2011-02-20	Run 4,808	555.00
2011-02-21	Run 4,856	725.00
2011-02-21	Run 4,906	765.00
2011-02-21	Run 4,803	535.00
2011-02-21	Run 4,822	635.00
2011-02-21	Run 4,834	665.00
2011-02-21	Run 4,829	84.60
2011-02-21	Run 4,805	615.00
2011-02-21	Run 4,874	615.00
2011-02-21	Run 4,850	80.78
2011-02-21	Run 4,798	725.00
2011-02-21	Run 4,838	535.00
2011-02-21	Run 4,827	490.00
2011-02-21	Run 4,900	122.00
2011-02-21	Run 4,871	565.00
2011-02-21	Run 4,849	715.00
2011-02-21	Run 4,832	725.00
2011-02-21	Run 4,923	555.00
2011-02-21	Run 4,912	310.19
2011-02-21	Run 4,883	69.95
2011-02-21	Run 4,858	127.48
2011-02-21	Run 4,893	100.00
2011-02-21	Run 4,804	685.00
2011-02-22	Run 4,996	695.00
2011-02-22	Run 5,027	605.00
2011-02-22	Run 4,928	333.77
2011-02-22	Run 4,921	745.00

ESCAMBIA COUNTY EMS
1st Quarter FY 2012 Write-Off

Date of Service	Run #	Amount
2011-02-22	Run 4,973	86.41
2011-02-22	Run 4,990	555.00
2011-02-22	Run 4,934	150.00
2011-02-22	Run 5,000	565.00
2011-02-22	Run 4,991	100.00
2011-02-22	Run 4,958	79.70
2011-02-22	Run 4,937	585.00
2011-02-22	Run 4,932	99.04
2011-02-22	Run 4,975	545.00
2011-02-22	Run 4,943	10.00
2011-02-22	Run 4,998	595.00
2011-02-22	Run 4,963	160.00
2011-02-22	Run 4,945	90.80
2011-02-22	Run 4,970	775.00
2011-02-22	Run 4,961	625.00
2011-02-22	Run 4,919	715.00
2011-02-22	Run 4,942	162.00
2011-02-22	Run 4,914	208.48
2011-02-23	Run 5,085	440.00
2011-02-23	Run 5,026	775.00
2011-02-23	Run 5,035	575.00
2011-02-23	Run 5,060	655.00
2011-02-23	Run 5,070	129.00
2011-02-23	Run 5,020	39.55
2011-02-23	Run 5,038	765.00
2011-02-23	Run 5,136	705.00
2011-02-23	Run 5,066	87.23
2011-02-23	Run 5,058	545.00
2011-02-24	Run 5,162	775.00
2011-02-24	Run 5,177	765.00
2011-02-24	Run 5,133	200.00
2011-02-24	Run 5,092	715.00
2011-02-24	Run 5,163	172.04
2011-02-24	Run 5,119	555.00
2011-02-24	Run 5,108	725.00
2011-02-24	Run 5,160	100.00
2011-02-24	Run 5,126	100.00
2011-02-24	Run 5,142	99.10
2011-02-24	Run 5,114	655.00
2011-02-24	Run 5,104	136.00
2011-02-24	Run 5,156	675.00
2011-02-24	Run 5,118	150.00
2011-02-24	Run 5,120	605.00
2011-02-24	Run 5,180	80.78
2011-02-24	Run 5,206	725.00
2011-02-24	Run 5,094	781.27
2011-02-24	Run 5,112	975.00
2011-02-24	Run 5,182	705.00
2011-02-24	Run 5,207	95.05

ESCAMBIA COUNTY EMS
1st Quarter FY 2012 Write-Off

Date of Service	Run #	Amount
2011-02-24	Run 5,166	199.97
2011-02-24	Run 5,144	695.00
2011-02-25	Run 5,235	100.00
2011-02-25	Run 7,096	124.82
2011-02-25	Run 5,205	755.00
2011-02-25	Run 5,210	775.00
2011-02-25	Run 5,288	415.00
2011-02-25	Run 5,226	81.47
2011-02-25	Run 5,211	565.00
2011-02-25	Run 5,221	605.00
2011-02-25	Run 5,289	725.00
2011-02-25	Run 5,302	150.00
2011-02-25	Run 5,286	150.00
2011-02-25	Run 5,318	665.00
2011-02-25	Run 5,208	545.00
2011-02-25	Run 5,509	595.00
2011-02-25	Run 5,305	307.90
2011-02-25	Run 5,263	84.35
2011-02-25	Run 5,284	173.87
2011-02-25	Run 5,260	595.00
2011-02-25	Run 5,197	565.00
2011-02-25	Run 5,283	565.00
2011-02-25	Run 5,310	715.00
2011-02-25	Run 5,220	150.00
2011-02-25	Run 5,281	84.07
2011-02-25	Run 5,255	575.00
2011-02-25	Run 5,233	605.00
2011-02-25	Run 5,254	150.00
2011-02-25	Run 5,241	605.00
2011-02-25	Run 5,249	50.00
2011-02-25	Run 5,293	725.00
2011-02-25	Run 5,291	85.45
2011-02-26	Run 5,342	615.00
2011-02-26	Run 5,366	532.00
2011-02-26	Run 5,299	104.60
2011-02-26	Run 5,364	150.00
2011-02-26	Run 5,353	755.00
2011-02-26	Run 5,374	785.00
2011-02-26	Run 5,331	715.00
2011-02-26	Run 5,346	100.00
2011-02-26	Run 5,397	765.00
2011-02-26	Run 5,337	745.00
2011-02-26	Run 5,408	765.00
2011-02-26	Run 5,392	96.44
2011-02-26	Run 5,413	102.10
2011-02-26	Run 5,363	545.00
2011-02-26	Run 5,399	160.00
2011-02-26	Run 5,348	77.23
2011-02-26	Run 5,356	235.50

ESCAMBIA COUNTY EMS
1st Quarter FY 2012 Write-Off

Date of Service	Run #	Amount
2011-02-26	Run 5,376	150.00
2011-02-26	Run 5,296	725.00
2011-02-27	Run 5,427	150.00
2011-02-27	Run 5,458	150.00
2011-02-27	Run 5,409	100.00
2011-02-27	Run 5,381	765.00
2011-02-27	Run 5,437	535.00
2011-02-27	Run 5,506	745.00
2011-02-27	Run 5,382	82.02
2011-02-27	Run 5,442	250.00
2011-02-27	Run 5,394	735.00
2011-02-27	Run 5,389	545.00
2011-02-27	Run 5,466	565.00
2011-02-27	Run 5,431	605.00
2011-02-27	Run 5,402	92.44
2011-02-27	Run 5,477	90.52
2011-02-27	Run 5,492	775.00
2011-02-27	Run 5,449	715.00
2011-02-27	Run 5,502	745.00
2011-02-27	Run 5,493	87.15
2011-02-27	Run 5,472	715.00
2011-02-27	Run 5,465	635.00
2011-02-27	Run 5,457	595.00
2011-02-27	Run 5,404	410.00
2011-02-27	Run 5,483	555.00
2011-02-27	Run 5,501	545.00
2011-02-27	Run 5,432	735.00
2011-02-27	Run 5,459	73.52
2011-02-27	Run 5,414	200.00
2011-02-27	Run 5,383	705.00
2011-02-28	Run 5,572	555.00
2011-02-28	Run 5,550	790.00
2011-02-28	Run 5,521	735.00
2011-02-28	Run 5,556	100.00
2011-02-28	Run 5,498	675.00
2011-02-28	Run 5,530	740.00
2011-02-28	Run 5,547	545.00
2011-02-28	Run 5,607	955.00
2011-02-28	Run 5,551	150.00
2011-02-28	Run 5,628	545.00
2011-02-28	Run 5,600	605.00
2011-02-28	Run 5,601	267.32
2011-02-28	Run 5,595	735.00
2011-02-28	Run 5,561	645.00
2011-02-28	Run 5,540	311.04
2011-02-28	Run 5,585	87.50
2011-02-28	Run 5,525	715.00
2011-02-28	Run 5,527	39.10
2011-02-28	Run 5,522	785.00

ESCAMBIA COUNTY EMS
1st Quarter FY 2012 Write-Off

Date of Service	Run #	Amount
2011-02-28	Run 5,475	695.00
2011-02-28	Run 5,583	655.00
2011-02-28	Run 5,548	665.00
2011-02-28	Run 5,557	84.62
2011-02-28	Run 5,612	89.97
2011-02-28	Run 5,584	735.00
2011-02-28	Run 5,504	645.00
2011-02-28	Run 5,570	100.00
2011-02-28	Run 5,586	100.00
2011-02-28	Run 5,495	211.75
2011-02-28	Run 5,559	545.00
2011-02-28	Run 5,529	728.00
2011-02-28	Run 5,575	100.00
2011-03-01	Run 5,673	177.00
2011-03-01	Run 5,663	85.99
2011-03-01	Run 5,684	735.00
2011-03-01	Run 5,732	880.00
2011-03-01	Run 5,620	150.00
2011-03-01	Run 5,670	605.00
2011-03-01	Run 5,750	83.66
2011-03-01	Run 5,735	78.73
2011-03-01	Run 5,678	695.00
2011-03-01	Run 5,621	69.54
2011-03-01	Run 5,616	715.00
2011-03-01	Run 5,733	675.00
2011-03-01	Run 5,726	535.00
2011-03-01	Run 5,643	765.00
2011-03-01	Run 5,655	860.00
2011-03-01	Run 5,650	585.00
2011-03-01	Run 5,690	215.46
2011-03-01	Run 5,725	715.00
2011-03-01	Run 5,695	855.00
2011-03-01	Run 5,692	200.00
2011-03-01	Run 5,682	68.72
2011-03-01	Run 5,740	89.97
2011-03-01	Run 5,681	705.00
2011-03-01	Run 5,654	745.00
2011-03-01	Run 5,660	725.00
2011-03-02	Run 5,755	715.00
2011-03-02	Run 5,722	595.00
2011-03-02	Run 5,772	535.00
2011-03-02	Run 5,810	169.00
2011-03-02	Run 5,731	645.00
2011-03-02	Run 5,766	86.13
2011-03-02	Run 5,809	745.00
2011-03-02	Run 5,779	21.39
2011-03-02	Run 5,781	150.00
2011-03-02	Run 5,767	675.00
2011-03-02	Run 5,754	555.00

ESCAMBIA COUNTY EMS
1st Quarter FY 2012 Write-Off

Date of Service	Run #	Amount
2011-03-02	Run 5,776	100.00
2011-03-02	Run 5,787	765.00
2011-03-02	Run 5,780	555.00
2011-03-02	Run 5,832	200.00
2011-03-02	Run 5,774	545.00
2011-03-02	Run 5,827	705.00
2011-03-02	Run 5,745	541.00
2011-03-02	Run 5,771	715.00
2011-03-02	Run 5,794	615.00
2011-03-02	Run 5,791	102.10
2011-03-02	Run 5,799	84.07
2011-03-03	Run 5,902	54.66
2011-03-03	Run 5,843	150.00
2011-03-03	Run 5,841	625.00
2011-03-03	Run 5,928	81.74
2011-03-03	Run 5,918	835.00
2011-03-03	Run 5,868	665.00
2011-03-03	Run 5,890	725.00
2011-03-03	Run 5,853	715.00
2011-03-03	Run 5,814	665.00
2011-03-03	Run 5,879	214.18
2011-03-03	Run 5,929	735.00
2011-03-03	Run 5,901	150.00
2011-03-03	Run 5,862	85.00
2011-03-03	Run 5,856	865.00
2011-03-03	Run 5,855	344.96
2011-03-03	Run 5,912	595.00
2011-03-03	Run 5,850	149.00
2011-03-03	Run 5,887	200.00
2011-03-03	Run 5,926	585.00
2011-03-03	Run 5,829	575.00
2011-03-03	Run 5,849	135.00
2011-03-03	Run 5,917	755.00
2011-03-03	Run 5,895	86.13
2011-03-03	Run 5,825	625.00
2011-03-03	Run 5,824	595.00
2011-03-04	Run 5,903	200.00
2011-03-04	Run 5,947	705.00
2011-03-04	Run 5,994	705.00
2011-03-04	Run 5,938	885.00
2011-03-04	Run 5,970	18.80
2011-03-04	Run 5,963	635.00
2011-03-04	Run 5,998	351.82
2011-03-04	Run 5,932	755.00
2011-03-04	Run 5,944	150.00
2011-03-04	Run 5,920	199.10
2011-03-04	Run 6,015	535.00
2011-03-04	Run 5,966	295.34
2011-03-04	Run 5,993	150.00

ESCAMBIA COUNTY EMS
1st Quarter FY 2012 Write-Off

Date of Service	Run #	Amount
2011-03-04	Run 5,959	685.00
2011-03-04	Run 5,988	129.00
2011-03-04	Run 5,968	220.50
2011-03-05	Run 6,025	795.00
2011-03-05	Run 6,069	175.00
2011-03-05	Run 6,102	545.00
2011-03-05	Run 6,020	545.00
2011-03-05	Run 6,047	695.00
2011-03-05	Run 6,031	595.00
2011-03-05	Run 6,068	430.00
2011-03-05	Run 6,035	45.55
2011-03-05	Run 6,057	150.00
2011-03-05	Run 6,041	775.00
2011-03-05	Run 6,018	800.00
2011-03-05	Run 6,089	785.00
2011-03-05	Run 6,074	540.00
2011-03-05	Run 6,096	755.00
2011-03-05	Run 6,062	125.00
2011-03-05	Run 6,033	735.00
2011-03-05	Run 6,040	100.00
2011-03-05	Run 6,009	555.00
2011-03-05	Run 6,095	655.00
2011-03-05	Run 6,003	625.00
2011-03-05	Run 6,036	615.00
2011-03-05	Run 6,091	535.00
2011-03-06	Run 6,141	150.00
2011-03-06	Run 6,107	755.00
2011-03-06	Run 6,185	91.76
2011-03-06	Run 6,113	645.00
2011-03-06	Run 6,105	72.17
2011-03-06	Run 6,110	555.00
2011-03-06	Run 6,298	555.00
2011-03-06	Run 6,160	655.00
2011-03-06	Run 6,099	645.00
2011-03-06	Run 6,159	575.00
2011-03-06	Run 6,115	615.00
2011-03-06	Run 6,166	795.00
2011-03-06	Run 6,109	89.60
2011-03-06	Run 6,168	535.00
2011-03-06	Run 6,129	715.00
2011-03-06	Run 6,119	755.00
2011-03-06	Run 6,147	121.00
2011-03-06	Run 6,098	82.98
2011-03-06	Run 6,149	530.00
2011-03-06	Run 6,120	445.00
2011-03-06	Run 6,128	675.00
2011-03-06	Run 6,106	100.00
2011-03-06	Run 6,155	775.00
2011-03-06	Run 6,137	200.00

ESCAMBIA COUNTY EMS
1st Quarter FY 2012 Write-Off

Date of Service	Run #	Amount
2011-03-06	Run 6,148	665.00
2011-03-07	Run 6,236	150.00
2011-03-07	Run 6,284	675.00
2011-03-07	Run 6,254	150.00
2011-03-07	Run 6,253	755.00
2011-03-07	Run 6,262	159.40
2011-03-07	Run 6,231	565.00
2011-03-07	Run 6,235	695.00
2011-03-07	Run 6,286	396.73
2011-03-07	Run 6,271	825.00
2011-03-07	Run 6,277	730.00
2011-03-07	Run 6,250	605.00
2011-03-07	Run 6,256	54.53
2011-03-07	Run 6,226	590.35
2011-03-07	Run 6,203	100.00
2011-03-07	Run 6,239	575.00
2011-03-08	Run 6,370	725.00
2011-03-08	Run 6,392	775.00
2011-03-08	Run 6,355	595.00
2011-03-08	Run 6,354	665.00
2011-03-08	Run 6,343	755.00
2011-03-08	Run 6,293	615.00
2011-03-08	Run 6,337	585.00
2011-03-08	Run 6,361	555.00
2011-03-08	Run 6,366	72.29
2011-03-08	Run 6,375	200.00
2011-03-08	Run 6,346	655.00
2011-03-08	Run 6,333	780.00
2011-03-08	Run 6,398	705.00
2011-03-08	Run 6,388	695.00
2011-03-08	Run 6,282	100.00
2011-03-08	Run 6,332	586.74
2011-03-08	Run 6,339	585.00
2011-03-08	Run 6,266	800.00
2011-03-08	Run 6,324	179.00
2011-03-09	Run 6,444	745.00
2011-03-09	Run 6,416	805.00
2011-03-09	Run 6,487	63.39
2011-03-09	Run 6,488	655.00
2011-03-09	Run 6,457	855.00
2011-03-09	Run 6,420	695.00
2011-03-09	Run 6,395	82.01
2011-03-09	Run 6,445	545.00
2011-03-09	Run 6,376	301.62
2011-03-09	Run 6,428	150.00
2011-03-09	Run 6,483	83.25
2011-03-09	Run 6,426	645.00
2011-03-09	Run 6,373	715.00
2011-03-09	Run 6,465	555.00

ESCAMBIA COUNTY EMS
1st Quarter FY 2012 Write-Off

Date of Service	Run #	Amount
2011-03-09	Run 6,410	111.00
2011-03-09	Run 6,504	755.00
2011-03-09	Run 6,474	675.00
2011-03-09	Run 6,434	544.83
2011-03-09	Run 6,438	311.09
2011-03-10	Run 6,514	200.00
2011-03-10	Run 6,508	82.98
2011-03-10	Run 6,545	645.00
2011-03-10	Run 6,480	635.00
2011-03-10	Run 6,492	615.00
2011-03-10	Run 6,547	595.00
2011-03-10	Run 6,556	695.00
2011-03-10	Run 6,558	150.00
2011-03-10	Run 6,517	74.21
2011-03-10	Run 6,516	25.00
2011-03-10	Run 6,557	805.00
2011-03-10	Run 6,850	500.00
2011-03-10	Run 6,589	735.00
2011-03-10	Run 6,531	695.00
2011-03-10	Run 6,577	63.98
2011-03-10	Run 6,471	565.00
2011-03-10	Run 6,541	745.00
2011-03-10	Run 6,533	87.50
2011-03-10	Run 6,538	90.52
2011-03-10	Run 6,509	520.00
2011-03-10	Run 6,535	184.29
2011-03-11	Run 6,639	20.00
2011-03-11	Run 6,603	715.00
2011-03-11	Run 6,630	127.00
2011-03-11	Run 6,618	685.00
2011-03-11	Run 6,619	625.00
2011-03-11	Run 6,657	520.00
2011-03-11	Run 6,612	765.00
2011-03-11	Run 6,627	585.00
2011-03-11	Run 6,586	585.00
2011-03-11	Run 6,580	555.00
2011-03-11	Run 6,594	74.50
2011-03-11	Run 6,632	655.00
2011-03-11	Run 6,575	715.00
2011-03-11	Run 6,646	605.00
2011-03-11	Run 6,615	13.66
2011-03-11	Run 6,611	805.00
2011-03-11	Run 6,602	635.00
2011-03-11	Run 6,576	725.00
2011-03-12	Run 6,731	685.00
2011-03-12	Run 6,696	725.00
2011-03-12	Run 6,720	87.50
2011-03-12	Run 6,758	150.00
2011-03-12	Run 6,706	655.00

ESCAMBIA COUNTY EMS
1st Quarter FY 2012 Write-Off

Date of Service	Run #	Amount
2011-03-12	Run 6,737	535.00
2011-03-12	Run 6,682	575.00
2011-03-12	Run 6,704	123.00
2011-03-12	Run 6,674	695.00
2011-03-12	Run 6,683	635.00
2011-03-12	Run 6,671	695.00
2011-03-12	Run 6,691	605.00
2011-03-12	Run 6,747	575.00
2011-03-12	Run 6,677	675.00
2011-03-12	Run 6,676	785.00
2011-03-12	Run 6,770	595.00
2011-03-12	Run 6,712	545.00
2011-03-12	Run 6,666	20.00
2011-03-12	Run 6,678	705.00
2011-03-12	Run 6,713	585.00
2011-03-13	Run 6,814	605.00
2011-03-13	Run 6,837	81.47
2011-03-13	Run 6,803	585.00
2011-03-13	Run 6,846	625.00
2011-03-13	Run 6,827	133.00
2011-03-13	Run 6,841	775.00
2011-03-13	Run 6,793	665.00
2011-03-13	Run 6,788	745.00
2011-03-13	Run 6,767	555.00
2011-03-13	Run 6,842	585.00
2011-03-13	Run 6,772	715.00
2011-03-13	Run 6,818	685.00
2011-03-13	Run 6,830	605.00
2011-03-13	Run 6,950	655.00
2011-03-13	Run 6,792	785.00
2011-03-13	Run 6,771	615.00
2011-03-13	Run 6,785	685.00
2011-03-13	Run 6,789	100.00
2011-03-13	Run 6,807	845.00
2011-03-13	Run 6,781	775.00
2011-03-14	Run 6,856	595.00
2011-03-14	Run 6,891	1,095.00
2011-03-14	Run 6,878	150.00
2011-03-14	Run 6,868	100.00
2011-03-14	Run 6,885	159.36
2011-03-14	Run 6,844	72.56
2011-03-14	Run 6,934	545.00
2011-03-14	Run 6,894	85.99
2011-03-14	Run 6,867	715.00
2011-03-14	Run 6,819	625.00
2011-03-14	Run 6,884	149.00
2011-03-14	Run 6,895	715.00
2011-03-14	Run 6,822	605.00
2011-03-14	Run 6,865	855.00

ESCAMBIA COUNTY EMS
1st Quarter FY 2012 Write-Off

Date of Service	Run #	Amount
2011-03-14	Run 6,840	805.00
2011-03-14	Run 6,935	545.00
2011-03-14	Run 6,862	85.00
2011-03-14	Run 6,893	855.00
2011-03-14	Run 6,916	85.45
2011-03-14	Run 6,897	615.00
2011-03-14	Run 6,823	585.00
2011-03-14	Run 6,912	545.00
2011-03-15	Run 7,043	20.15
2011-03-15	Run 7,009	565.00
2011-03-15	Run 7,008	815.00
2011-03-15	Run 6,972	100.00
2011-03-15	Run 6,956	100.00
2011-03-15	Run 6,937	150.00
2011-03-15	Run 6,997	85.00
2011-03-15	Run 7,004	150.00
2011-03-15	Run 6,932	87.09
2011-03-15	Run 6,944	74.34
2011-03-15	Run 6,989	99.32
2011-03-15	Run 7,025	715.00
2011-03-15	Run 6,958	545.00
2011-03-15	Run 6,924	745.00
2011-03-15	Run 7,001	540.00
2011-03-15	Run 7,010	85.00
2011-03-16	Run 7,094	625.00
2011-03-16	Run 7,055	685.00
2011-03-16	Run 7,066	131.00
2011-03-16	Run 7,101	625.00
2011-03-16	Run 7,076	200.00
2011-03-16	Run 7,047	189.00
2011-03-16	Run 7,121	555.00
2011-03-16	Run 7,068	545.00
2011-03-16	Run 7,031	795.00
2011-03-16	Run 7,026	200.00
2011-03-16	Run 7,038	324.00
2011-03-16	Run 7,103	585.00
2011-03-16	Run 7,145	150.00
2011-03-16	Run 7,138	100.00
2011-03-16	Run 7,041	715.00
2011-03-16	Run 7,126	775.00
2011-03-16	Run 7,146	555.00
2011-03-16	Run 7,147	298.48
2011-03-16	Run 7,019	725.00
2011-03-16	Run 7,120	745.00
2011-03-16	Run 7,109	775.00
2011-03-16	Run 7,097	150.00
2011-03-16	Run 7,156	100.26
2011-03-16	Run 7,155	83.66
2011-03-16	Run 7,060	83.52

ESCAMBIA COUNTY EMS
1st Quarter FY 2012 Write-Off

Date of Service	Run #	Amount
2011-03-16	Run 7,111	625.00
2011-03-16	Run 7,095	625.00
2011-03-16	Run 7,116	595.00
2011-03-17	Run 7,235	735.00
2011-03-17	Run 7,131	98.75
2011-03-17	Run 7,133	85.72
2011-03-17	Run 7,191	85.86
2011-03-17	Run 7,241	349.80
2011-03-17	Run 7,197	81.88
2011-03-17	Run 7,204	329.00
2011-03-17	Run 7,253	575.00
2011-03-17	Run 7,236	735.00
2011-03-17	Run 7,198	20.00
2011-03-17	Run 7,124	150.00
2011-03-17	Run 7,789	150.00
2011-03-17	Run 7,242	595.00
2011-03-17	Run 7,272	555.00
2011-03-17	Run 7,223	705.00
2011-03-17	Run 7,163	785.00
2011-03-17	Run 7,195	765.00
2011-03-17	Run 7,135	160.00
2011-03-17	Run 7,210	715.00
2011-03-17	Run 7,200	705.00
2011-03-17	Run 7,160	20.00
2011-03-17	Run 7,234	223.76
2011-03-17	Run 7,173	49.69
2011-03-17	Run 7,158	600.00
2011-03-17	Run 7,264	605.00
2011-03-17	Run 7,157	408.00
2011-03-17	Run 7,149	645.00
2011-03-17	Run 7,219	715.00
2011-03-17	Run 7,165	100.00
2011-03-18	Run 7,281	263.00
2011-03-18	Run 7,307	895.00
2011-03-18	Run 7,300	160.00
2011-03-18	Run 7,357	545.00
2011-03-18	Run 7,288	200.00
2011-03-18	Run 7,315	735.00
2011-03-18	Run 7,358	685.00
2011-03-18	Run 7,325	123.00
2011-03-18	Run 7,366	755.00
2011-03-18	Run 7,326	705.00
2011-03-18	Run 7,232	605.00
2011-03-18	Run 7,312	81.47
2011-03-18	Run 7,294	565.00
2011-03-18	Run 7,285	705.00
2011-03-18	Run 7,286	555.00
2011-03-18	Run 7,303	84.90
2011-03-18	Run 7,280	100.00

**ESCAMBIA COUNTY EMS
1st Quarter FY 2012 Write-Off**

Date of Service	Run #	Amount
2011-03-18	Run 7,352	655.00
2011-03-18	Run 7,330	585.00
2011-03-18	Run 7,372	535.00
2011-03-18	Run 7,327	745.00
2011-03-18	Run 7,298	23.52
2011-03-18	Run 7,339	69.54
2011-03-18	Run 7,319	875.00
2011-03-19	Run 7,386	555.00
2011-03-19	Run 7,369	565.00
2011-03-19	Run 7,600	575.00
2011-03-19	Run 7,348	535.00
2011-03-19	Run 7,350	735.00
2011-03-19	Run 7,439	735.00
2011-03-19	Run 7,392	72.29
2011-03-19	Run 7,408	88.74
2011-03-19	Run 7,421	575.00
2011-03-19	Run 7,625	755.00
2011-03-19	Run 7,370	850.00
2011-03-19	Run 7,599	575.00
2011-03-19	Run 7,355	705.00
2011-03-19	Run 7,356	200.00
2011-03-19	Run 7,394	685.00
2011-03-19	Run 7,363	160.00
2011-03-19	Run 7,426	535.00
2011-03-19	Run 7,416	270.51
2011-03-19	Run 7,387	690.00
2011-03-19	Run 7,432	85.99
2011-03-20	Run 7,577	585.00
2011-03-20	Run 7,574	150.00
2011-03-20	Run 7,557	715.00
2011-03-20	Run 7,483	625.00
2011-03-20	Run 7,476	635.00
2011-03-20	Run 7,530	100.00
2011-03-20	Run 7,576	585.00
2011-03-20	Run 7,597	575.00
2011-03-20	Run 7,532	715.00
2011-03-20	Run 7,508	625.00
2011-03-20	Run 7,472	585.00
2011-03-20	Run 7,488	705.00
2011-03-20	Run 7,783	58.62
2011-03-20	Run 7,518	725.00
2011-03-20	Run 7,575	535.00
2011-03-20	Run 7,514	765.00
2011-03-20	Run 7,496	840.00
2011-03-20	Run 7,470	555.00
2011-03-20	Run 7,528	85.68
2011-03-20	Run 7,486	185.00
2011-03-20	Run 7,580	150.00
2011-03-20	Run 9,201	100.00

ESCAMBIA COUNTY EMS
1st Quarter FY 2012 Write-Off

Date of Service	Run #	Amount
2011-03-20	Run 7,776	124.30
2011-03-20	Run 7,519	645.00
2011-03-20	Run 7,553	725.00
2011-03-20	Run 7,562	82.02
2011-03-21	Run 7,568	825.00
2011-03-21	Run 7,671	430.00
2011-03-21	Run 7,500	625.00
2011-03-21	Run 7,609	625.00
2011-03-21	Run 7,656	490.00
2011-03-21	Run 7,727	565.00
2011-03-21	Run 7,765	112.50
2011-03-21	Run 7,652	200.00
2011-03-21	Run 7,546	695.00
2011-03-21	Run 7,571	200.00
2011-03-21	Run 7,610	625.00
2011-03-21	Run 7,451	575.00
2011-03-21	Run 7,638	86.41
2011-03-21	Run 7,450	20.00
2011-03-21	Run 7,573	75.99
2011-03-21	Run 7,679	675.00
2011-03-21	Run 7,653	705.00
2011-03-21	Run 7,457	100.00
2011-03-21	Run 7,570	554.56
2011-03-22	Run 7,722	565.00
2011-03-22	Run 7,498	600.00
2011-03-22	Run 7,744	98.00
2011-03-22	Run 7,549	555.00
2011-03-22	Run 7,606	695.00
2011-03-22	Run 7,707	765.00
2011-03-22	Run 7,747	200.00
2011-03-22	Run 7,682	150.00
2011-03-22	Run 7,681	92.72
2011-03-22	Run 7,692	735.00
2011-03-22	Run 7,649	200.00
2011-03-22	Run 7,734	575.00
2011-03-22	Run 7,686	178.08
2011-03-22	Run 7,664	39.55
2011-03-22	Run 7,674	665.00
2011-03-22	Run 7,644	84.48
2011-03-22	Run 7,754	735.00
2011-03-22	Run 7,651	555.00
2011-03-22	Run 7,688	770.00
2011-03-22	Run 7,666	100.00
2011-03-22	Run 7,706	725.00
2011-03-22	Run 7,741	725.00
2011-03-22	Run 7,743	89.01
2011-03-22	Run 7,723	384.24
2011-03-22	Run 7,715	87.91
2011-03-22	Run 7,634	150.00

ESCAMBIA COUNTY EMS
1st Quarter FY 2012 Write-Off

Date of Service	Run #	Amount
2011-03-23	Run 7,847	167.00
2011-03-23	Run 7,833	695.00
2011-03-23	Run 7,827	715.00
2011-03-23	Run 7,839	50.52
2011-03-23	Run 7,751	770.00
2011-03-23	Run 7,808	96.70
2011-03-23	Run 7,842	55.62
2011-03-23	Run 7,807	82.15
2011-03-23	Run 7,800	775.00
2011-03-23	Run 7,755	745.00
2011-03-23	Run 7,831	62.95
2011-03-23	Run 7,871	605.00
2011-03-23	Run 7,887	715.00
2011-03-23	Run 7,826	80.78
2011-03-23	Run 7,815	755.00
2011-03-23	Run 7,798	620.00
2011-03-23	Run 7,854	123.00
2011-03-23	Run 7,824	695.00
2011-03-23	Run 7,903	198.36
2011-03-23	Run 7,758	535.00
2011-03-23	Run 7,739	755.00
2011-03-23	Run 7,844	745.00
2011-03-24	Run 7,876	605.00
2011-03-24	Run 7,973	695.00
2011-03-24	Run 7,901	565.00
2011-03-24	Run 7,956	73.93
2011-03-24	Run 7,981	339.63
2011-03-24	Run 7,869	735.00
2011-03-24	Run 7,874	615.00
2011-03-24	Run 7,947	157.00
2011-03-24	Run 7,962	170.00
2011-03-24	Run 7,929	605.00
2011-03-24	Run 7,914	130.63
2011-03-24	Run 7,952	595.00
2011-03-24	Run 8,017	200.00
2011-03-24	Run 7,924	695.00
2011-03-24	Run 7,944	217.80
2011-03-24	Run 7,988	119.22
2011-03-24	Run 8,010	514.17
2011-03-24	Run 7,934	695.00
2011-03-24	Run 7,884	185.00
2011-03-24	Run 7,870	615.00
2011-03-24	Run 7,946	374.76
2011-03-25	Run 8,062	595.00
2011-03-25	Run 8,116	535.00
2011-03-25	Run 8,005	775.00
2011-03-25	Run 8,096	702.10
2011-03-25	Run 8,049	100.00
2011-03-25	Run 7,996	565.00

ESCAMBIA COUNTY EMS
1st Quarter FY 2012 Write-Off

Date of Service	Run #	Amount
2011-03-25	Run 8,091	685.00
2011-03-25	Run 8,048	635.00
2011-03-25	Run 8,098	348.83
2011-03-25	Run 8,090	485.00
2011-03-25	Run 8,070	665.00
2011-03-25	Run 8,104	785.00
2011-03-25	Run 8,109	715.00
2011-03-25	Run 8,002	695.00
2011-03-25	Run 8,009	555.00
2011-03-25	Run 8,059	755.00
2011-03-25	Run 8,061	635.00
2011-03-25	Run 8,012	85.00
2011-03-25	Run 7,989	545.00
2011-03-25	Run 8,008	775.00
2011-03-25	Run 8,004	535.00
2011-03-26	Run 8,209	785.00
2011-03-26	Run 8,127	645.00
2011-03-26	Run 8,194	82.02
2011-03-26	Run 8,182	460.00
2011-03-26	Run 8,137	745.00
2011-03-26	Run 8,124	605.00
2011-03-26	Run 8,181	725.00
2011-03-26	Run 8,207	800.00
2011-03-26	Run 8,211	565.00
2011-03-26	Run 8,175	460.00
2011-03-26	Run 8,239	645.00
2011-03-26	Run 8,177	795.00
2011-03-26	Run 8,164	565.00
2011-03-26	Run 8,152	765.00
2011-03-26	Run 8,185	605.00
2011-03-26	Run 8,187	555.00
2011-03-26	Run 8,119	725.00
2011-03-26	Run 8,240	705.00
2011-03-26	Run 8,176	610.00
2011-03-26	Run 8,183	755.00
2011-03-26	Run 8,144	755.00
2011-03-26	Run 8,159	200.00
2011-03-26	Run 8,213	535.00
2011-03-26	Run 8,135	644.34
2011-03-27	Run 8,301	675.00
2011-03-27	Run 8,277	72.29
2011-03-27	Run 8,288	565.00
2011-03-27	Run 8,285	555.00
2011-03-27	Run 8,323	60.00
2011-03-27	Run 8,305	365.37
2011-03-27	Run 8,192	855.00
2011-03-27	Run 8,246	87.23
2011-03-27	Run 8,222	555.00
2011-03-27	Run 8,325	635.00

ESCAMBIA COUNTY EMS
1st Quarter FY 2012 Write-Off

Date of Service	Run #	Amount
2011-03-27	Run 8,292	595.00
2011-03-27	Run 8,294	605.00
2011-03-27	Run 8,283	100.00
2011-03-27	Run 8,202	575.00
2011-03-27	Run 8,279	150.00
2011-03-27	Run 8,227	695.00
2011-03-27	Run 8,284	596.86
2011-03-27	Run 8,249	85.00
2011-03-27	Run 8,297	200.00
2011-03-27	Run 8,270	755.00
2011-03-27	Run 8,204	645.00
2011-03-28	Run 8,310	200.00
2011-03-28	Run 8,363	655.00
2011-03-28	Run 8,415	725.00
2011-03-28	Run 8,414	655.00
2011-03-28	Run 8,386	705.00
2011-03-28	Run 8,345	645.00
2011-03-28	Run 8,350	73.38
2011-03-28	Run 8,343	92.84
2011-03-28	Run 8,405	555.00
2011-03-28	Run 8,334	605.00
2011-03-28	Run 8,404	147.00
2011-03-28	Run 8,400	695.00
2011-03-28	Run 8,406	535.00
2011-03-28	Run 8,348	141.00
2011-03-28	Run 8,371	10.00
2011-03-28	Run 8,385	635.00
2011-03-28	Run 8,360	200.00
2011-03-28	Run 8,333	615.00
2011-03-28	Run 8,387	88.60
2011-03-28	Run 8,391	419.66
2011-03-28	Run 8,389	725.00
2011-03-28	Run 8,390	725.00
2011-03-28	Run 8,357	785.00
2011-03-28	Run 8,355	604.86
2011-03-29	Run 8,482	20.00
2011-03-29	Run 8,431	150.00
2011-03-29	Run 8,459	745.00
2011-03-29	Run 8,452	595.00
2011-03-29	Run 8,419	150.00
2011-03-29	Run 8,435	100.00
2011-03-29	Run 8,430	601.28
2011-03-29	Run 8,453	735.00
2011-03-29	Run 8,448	665.00
2011-03-29	Run 8,476	85.45
2011-03-29	Run 8,471	695.00
2011-03-29	Run 8,510	535.00
2011-03-29	Run 8,451	575.00
2011-03-29	Run 8,504	455.98

ESCAMBIA COUNTY EMS
1st Quarter FY 2012 Write-Off

Date of Service	Run #	Amount
2011-03-29	Run 8,514	725.00
2011-03-29	Run 8,418	655.00
2011-03-29	Run 8,466	535.00
2011-03-29	Run 8,420	635.00
2011-03-29	Run 8,509	117.03
2011-03-29	Run 8,481	150.00
2011-03-29	Run 8,496	565.00
2011-03-29	Run 8,489	785.00
2011-03-29	Run 8,480	82.56
2011-03-29	Run 8,413	595.00
2011-03-29	Run 8,484	795.00
2011-03-30	Run 8,575	715.00
2011-03-30	Run 8,553	675.00
2011-03-30	Run 8,503	845.00
2011-03-30	Run 8,555	150.00
2011-03-30	Run 8,498	645.00
2011-03-30	Run 8,600	520.00
2011-03-30	Run 8,618	655.00
2011-03-30	Run 8,574	595.00
2011-03-30	Run 8,586	725.00
2011-03-30	Run 8,567	100.00
2011-03-30	Run 8,610	795.00
2011-03-30	Run 8,570	100.00
2011-03-30	Run 8,523	100.00
2011-03-30	Run 8,519	665.00
2011-03-31	Run 8,655	56.47
2011-03-31	Run 8,679	87.79
2011-03-31	Run 8,700	645.00
2011-03-31	Run 8,628	90.55
2011-03-31	Run 8,649	85.17
2011-03-31	Run 8,607	116.21
2011-03-31	Run 8,598	646.79
2011-03-31	Run 8,687	655.00
2011-03-31	Run 8,695	595.00
2011-03-31	Run 8,660	715.00
2011-03-31	Run 8,634	785.00
2011-03-31	Run 8,684	550.00
2011-03-31	Run 8,643	100.00
2011-03-31	Run 8,648	150.00
2011-03-31	Run 8,662	565.00
2011-03-31	Run 8,701	535.00
2011-03-31	Run 8,644	725.00
2011-03-31	Run 8,653	82.29
2011-04-01	Run 8,727	150.00
2011-04-01	Run 8,742	745.00
2011-04-01	Run 8,766	486.04
2011-04-01	Run 8,798	745.00
2011-04-01	Run 8,729	625.00
2011-04-01	Run 8,739	745.00

ESCAMBIA COUNTY EMS
1st Quarter FY 2012 Write-Off

Date of Service	Run #	Amount
2011-04-01	Run 8,704	535.00
2011-04-01	Run 8,745	655.00
2011-04-01	Run 8,764	595.00
2011-04-01	Run 8,775	149.00
2011-04-01	Run 8,796	187.00
2011-04-01	Run 8,748	765.00
2011-04-01	Run 8,769	82.29
2011-04-01	Run 8,717	745.00
2011-04-01	Run 8,752	89.56
2011-04-01	Run 8,767	695.00
2011-04-01	Run 8,776	805.00
2011-04-01	Run 8,773	545.00
2011-04-01	Run 8,735	417.92
2011-04-01	Run 8,762	655.00
2011-04-01	Run 8,705	160.00
2011-04-01	Run 8,689	84.62
2011-04-02	Run 8,834	745.00
2011-04-02	Run 8,831	16.92
2011-04-02	Run 8,837	715.00
2011-04-02	Run 8,908	69.54
2011-04-02	Run 8,841	342.80
2011-04-02	Run 8,906	565.00
2011-04-02	Run 8,823	575.00
2011-04-02	Run 8,803	675.00
2011-04-02	Run 8,804	695.00
2011-04-02	Run 8,816	173.00
2011-04-02	Run 8,817	173.00
2011-04-02	Run 8,794	575.00
2011-04-02	Run 8,867	705.00
2011-04-02	Run 8,802	575.00
2011-04-02	Run 8,868	645.00
2011-04-02	Run 8,848	695.00
2011-04-02	Run 8,886	795.00
2011-04-02	Run 8,849	675.00
2011-04-02	Run 8,851	695.00
2011-04-02	Run 8,860	8.68
2011-04-03	Run 8,952	555.00
2011-04-03	Run 8,922	123.00
2011-04-03	Run 8,895	135.40
2011-04-03	Run 8,903	18.98
2011-04-03	Run 8,980	840.00
2011-04-03	Run 8,966	100.00
2011-04-03	Run 8,931	695.00
2011-04-03	Run 8,879	565.00
2011-04-03	Run 8,945	100.00
2011-04-03	Run 8,957	87.37
2011-04-03	Run 8,962	635.00
2011-04-03	Run 8,925	555.00
2011-04-03	Run 8,934	150.00

ESCAMBIA COUNTY EMS
1st Quarter FY 2012 Write-Off

Date of Service	Run #	Amount
2011-04-03	Run 8,914	775.00
2011-04-03	Run 8,958	600.00
2011-04-03	Run 8,970	78.73
2011-04-03	Run 8,935	74.76
2011-04-03	Run 8,985	85.00
2011-04-03	Run 8,951	585.00
2011-04-03	Run 8,955	83.52
2011-04-03	Run 8,916	765.00
2011-04-04	Run 9,017	80.78
2011-04-04	Run 9,040	585.00
2011-04-04	Run 9,081	81.19
2011-04-04	Run 8,994	545.00
2011-04-04	Run 8,996	100.00
2011-04-04	Run 9,066	605.00
2011-04-04	Run 9,048	665.00
2011-04-04	Run 9,069	72.15
2011-04-04	Run 8,999	585.00
2011-04-04	Run 9,064	585.00
2011-04-04	Run 9,024	705.00
2011-04-04	Run 8,983	735.00
2011-04-04	Run 9,046	86.41
2011-04-04	Run 9,095	460.00
2011-04-04	Run 9,038	100.00
2011-04-04	Run 9,034	715.00
2011-04-04	Run 8,992	100.00
2011-04-04	Run 9,014	765.00
2011-04-04	Run 9,087	665.00
2011-04-04	Run 9,020	695.00
2011-04-04	Run 9,019	100.00
2011-04-04	Run 9,027	150.00
2011-04-04	Run 9,039	150.00
2011-04-04	Run 9,075	665.00
2011-04-05	Run 9,164	705.00
2011-04-05	Run 9,113	565.00
2011-04-05	Run 9,146	595.00
2011-04-05	Run 9,179	555.00
2011-04-05	Run 9,062	545.00
2011-04-05	Run 9,114	715.00
2011-04-05	Run 9,193	725.00
2011-04-05	Run 9,144	675.00
2011-04-05	Run 9,183	88.88
2011-04-05	Run 9,161	100.00
2011-04-05	Run 9,079	150.00
2011-04-05	Run 9,129	835.00
2011-04-05	Run 9,077	150.00
2011-04-05	Run 9,112	80.79
2011-04-05	Run 9,180	795.00
2011-04-05	Run 9,084	755.00
2011-04-05	Run 9,091	100.00

ESCAMBIA COUNTY EMS
1st Quarter FY 2012 Write-Off

Date of Service	Run #	Amount
2011-04-05	Run 9,131	163.00
2011-04-05	Run 9,142	895.00
2011-04-05	Run 9,103	239.00
2011-04-05	Run 9,080	585.00
2011-04-05	Run 9,184	1,240.00
2011-04-05	Run 9,138	100.00
2011-04-05	Run 9,143	775.00
2011-04-06	Run 9,209	795.00
2011-04-06	Run 9,256	150.00
2011-04-06	Run 9,287	115.51
2011-04-06	Run 9,277	71.50
2011-04-06	Run 9,249	635.00
2011-04-06	Run 9,206	545.00
2011-04-06	Run 9,248	133.00
2011-04-06	Run 9,222	150.00
2011-04-06	Run 9,267	635.00
2011-04-06	Run 9,160	273.60
2011-04-06	Run 9,261	85.00
2011-04-06	Run 9,167	86.68
2011-04-06	Run 9,190	535.00
2011-04-06	Run 9,263	565.00
2011-04-06	Run 9,189	129.00
2011-04-06	Run 9,280	100.00
2011-04-06	Run 9,216	121.00
2011-04-06	Run 9,281	163.03
2011-04-06	Run 9,230	125.00
2011-04-06	Run 9,264	725.00
2011-04-06	Run 9,295	595.00
2011-04-06	Run 9,262	550.00
2011-04-06	Run 9,214	77.84
2011-04-07	Run 9,349	150.00
2011-04-07	Run 9,368	735.00
2011-04-07	Run 9,325	715.00
2011-04-07	Run 9,318	665.00
2011-04-07	Run 9,321	565.00
2011-04-07	Run 9,314	725.00
2011-04-07	Run 9,273	555.00
2011-04-07	Run 9,378	78.73
2011-04-07	Run 9,284	535.00
2011-04-07	Run 9,403	100.00
2011-04-07	Run 9,354	765.00
2011-04-07	Run 9,344	71.46
2011-04-07	Run 9,331	20.00
2011-04-07	Run 9,397	236.75
2011-04-07	Run 9,342	315.00
2011-04-07	Run 9,350	755.00
2011-04-07	Run 9,270	150.00
2011-04-07	Run 9,322	715.00
2011-04-07	Run 9,347	645.00

ESCAMBIA COUNTY EMS
1st Quarter FY 2012 Write-Off

Date of Service	Run #	Amount
2011-04-07	Run 9,275	715.00
2011-04-07	Run 9,360	605.00
2011-04-07	Run 9,389	309.00
2011-04-07	Run 9,324	370.25
2011-04-07	Run 9,320	605.00
2011-04-07	Run 9,372	765.00
2011-04-07	Run 9,311	86.54
2011-04-07	Run 9,401	805.00
2011-04-08	Run 9,370	735.00
2011-04-08	Run 9,519	90.38
2011-04-08	Run 9,471	705.00
2011-04-08	Run 9,512	209.42
2011-04-08	Run 9,393	555.00
2011-04-08	Run 9,518	293.00
2011-04-08	Run 9,424	161.40
2011-04-08	Run 9,469	90.25
2011-04-08	Run 9,408	100.00
2011-04-08	Run 9,435	150.00
2011-04-08	Run 9,396	150.00
2011-04-08	Run 9,457	220.00
2011-04-08	Run 9,416	545.00
2011-04-08	Run 9,465	117.00
2011-04-08	Run 9,462	125.00
2011-04-08	Run 9,388	440.00
2011-04-08	Run 9,399	645.00
2011-04-08	Run 9,429	715.00
2011-04-08	Run 9,436	725.00
2011-04-08	Run 9,458	490.00
2011-04-09	Run 9,516	137.00
2011-04-09	Run 9,552	695.00
2011-04-09	Run 9,593	725.00
2011-04-09	Run 9,537	356.64
2011-04-09	Run 9,584	605.00
2011-04-09	Run 9,492	725.00
2011-04-09	Run 9,513	685.00
2011-04-09	Run 9,916	775.00
2011-04-09	Run 9,517	167.00
2011-04-09	Run 9,555	735.00
2011-04-09	Run 9,599	223.50
2011-04-09	Run 9,605	92.17
2011-04-09	Run 9,583	88.61
2011-04-09	Run 9,582	545.00
2011-04-09	Run 9,536	605.00
2011-04-09	Run 9,520	150.00
2011-04-09	Run 9,575	685.00
2011-04-09	Run 9,570	665.00
2011-04-09	Run 9,508	85.86
2011-04-09	Run 9,550	855.00
2011-04-09	Run 9,617	545.00

ESCAMBIA COUNTY EMS
1st Quarter FY 2012 Write-Off

Date of Service	Run #	Amount
2011-04-09	Run 9,503	545.00
2011-04-09	Run 9,571	121.00
2011-04-10	Run 9,638	535.00
2011-04-10	Run 9,669	200.00
2011-04-10	Run 9,610	72.84
2011-04-10	Run 9,670	555.00
2011-04-10	Run 9,715	745.00
2011-04-10	Run 9,648	715.00
2011-04-10	Run 9,620	665.00
2011-04-10	Run 9,693	308.48
2011-04-10	Run 9,682	88.46
2011-04-10	Run 9,619	735.00
2011-04-10	Run 9,653	93.54
2011-04-10	Run 9,688	535.00
2011-04-10	Run 9,640	535.00
2011-04-10	Run 9,615	695.00
2011-04-10	Run 9,673	595.00
2011-04-10	Run 9,701	605.00
2011-04-10	Run 9,709	685.00
2011-04-10	Run 9,646	605.00
2011-04-11	Run 9,721	150.00
2011-04-11	Run 9,722	150.00
2011-04-11	Run 9,714	150.00
2011-04-11	Run 9,773	665.00
2011-04-11	Run 9,692	825.00
2011-04-11	Run 9,698	550.00
2011-04-11	Run 9,751	82.02
2011-04-11	Run 9,749	86.41
2011-04-11	Run 9,808	795.00
2011-04-11	Run 9,699	545.00
2011-04-11	Run 9,742	655.00
2011-04-11	Run 9,687	595.00
2011-04-11	Run 9,733	261.09
2011-04-11	Run 9,684	545.00
2011-04-11	Run 9,766	735.00
2011-04-11	Run 9,767	705.00
2011-04-11	Run 9,793	755.00
2011-04-11	Run 9,771	625.00
2011-04-11	Run 9,765	127.00
2011-04-11	Run 9,806	715.00
2011-04-11	Run 9,792	575.00
2011-04-11	Run 9,727	338.29
2011-04-11	Run 9,728	725.00
2011-04-12	Run 9,855	745.00
2011-04-12	Run 9,902	150.00
2011-04-12	Run 9,852	685.00
2011-04-12	Run 9,821	685.00
2011-04-12	Run 9,914	555.00
2011-04-12	Run 9,894	150.00

ESCAMBIA COUNTY EMS
1st Quarter FY 2012 Write-Off

Date of Service	Run #	Amount
2011-04-12	Run 9,880	129.00
2011-04-12	Run 10,009	695.00
2011-04-12	Run 9,790	85.72
2011-04-12	Run 9,882	131.00
2011-04-12	Run 9,840	700.00
2011-04-12	Run 9,883	131.00
2011-04-12	Run 9,860	20.00
2011-04-12	Run 9,854	18.01
2011-04-12	Run 9,847	535.00
2011-04-12	Run 9,909	555.00
2011-04-12	Run 9,789	735.00
2011-04-12	Run 9,825	705.00
2011-04-12	Run 9,911	585.00
2011-04-12	Run 9,864	715.00
2011-04-12	Run 9,833	665.00
2011-04-12	Run 9,827	615.00
2011-04-13	Run 9,979	150.00
2011-04-13	Run 9,968	605.00
2011-04-13	Run 9,976	89.01
2011-04-13	Run 9,926	575.00
2011-04-13	Run 9,937	132.00
2011-04-13	Run 10,071	770.00
2011-04-13	Run 9,895	555.00
2011-04-13	Run 9,962	615.00
2011-04-13	Run 9,974	705.00
2011-04-13	Run 9,928	655.00
2011-04-13	Run 9,938	655.00
2011-04-13	Run 9,954	695.00
2011-04-13	Run 9,885	46.76
2011-04-13	Run 9,924	99.03
2011-04-13	Run 9,992	150.00
2011-04-13	Run 9,965	695.00
2011-04-13	Run 9,996	645.00
2011-04-13	Run 9,946	830.00
2011-04-13	Run 9,977	905.00
2011-04-13	Run 10,007	595.00
2011-04-13	Run 9,950	44.05
2011-04-13	Run 9,995	645.00
2011-04-13	Run 9,978	70.09
2011-04-13	Run 9,936	84.76
2011-04-14	Run 10,028	545.00
2011-04-14	Run 10,045	625.00
2011-04-14	Run 10,076	367.92
2011-04-14	Run 10,114	745.00
2011-04-14	Run 10,084	815.00
2011-04-14	Run 10,068	635.00
2011-04-14	Run 9,990	551.62
2011-04-14	Run 9,984	555.00
2011-04-14	Run 10,034	735.00

ESCAMBIA COUNTY EMS
1st Quarter FY 2012 Write-Off

Date of Service	Run #	Amount
2011-04-14	Run 10,072	645.00
2011-04-14	Run 10,044	100.00
2011-04-14	Run 10,113	100.00
2011-04-14	Run 10,025	150.00
2011-04-14	Run 10,002	655.00
2011-04-14	Run 10,050	735.00
2011-04-14	Run 10,019	82.56
2011-04-14	Run 10,058	555.00
2011-04-14	Run 10,080	62.68
2011-04-14	Run 10,111	114.54
2011-04-14	Run 10,035	745.00
2011-04-14	Run 9,998	116.45
2011-04-14	Run 10,053	675.00
2011-04-15	Run 10,123	535.00
2011-04-15	Run 10,127	210.25
2011-04-15	Run 10,088	625.00
2011-04-15	Run 10,167	695.00
2011-04-15	Run 10,211	575.00
2011-04-15	Run 10,129	86.13
2011-04-15	Run 10,165	82.43
2011-04-15	Run 10,148	150.00
2011-04-15	Run 10,152	715.00
2011-04-15	Run 10,189	91.89
2011-04-15	Run 10,097	545.00
2011-04-15	Run 10,171	695.00
2011-04-15	Run 10,205	414.89
2011-04-15	Run 10,147	84.07
2011-04-15	Run 10,199	504.37
2011-04-15	Run 10,081	625.00
2011-04-15	Run 10,209	595.00
2011-04-15	Run 10,162	775.00
2011-04-15	Run 10,133	715.00
2011-04-15	Run 10,198	585.00
2011-04-15	Run 10,079	695.00
2011-04-15	Run 10,159	150.00
2011-04-15	Run 10,210	545.00
2011-04-15	Run 10,102	450.00
2011-04-15	Run 10,142	715.00
2011-04-16	Run 10,234	100.00
2011-04-16	Run 10,259	77.62
2011-04-16	Run 10,218	665.00
2011-04-16	Run 10,261	339.09
2011-04-16	Run 10,262	815.00
2011-04-16	Run 10,215	905.00
2011-04-16	Run 10,242	585.00
2011-04-16	Run 10,317	181.50
2011-04-16	Run 10,252	695.00
2011-04-16	Run 10,273	93.81
2011-04-16	Run 10,280	595.00

ESCAMBIA COUNTY EMS
1st Quarter FY 2012 Write-Off

Date of Service	Run #	Amount
2011-04-16	Run 10,182	865.00
2011-04-16	Run 10,226	150.00
2011-04-16	Run 10,306	585.00
2011-04-16	Run 10,318	735.00
2011-04-16	Run 10,304	655.00
2011-04-16	Run 10,271	53.50
2011-04-16	Run 10,309	775.00
2011-04-16	Run 10,258	89.56
2011-04-16	Run 10,308	625.00
2011-04-16	Run 10,232	595.00
2011-04-16	Run 10,245	82.35
2011-04-16	Run 10,265	815.00
2011-04-16	Run 10,222	595.00
2011-04-16	Run 10,190	87.23
2011-04-16	Run 10,263	605.00
2011-04-16	Run 10,196	88.46
2011-04-16	Run 10,305	585.00
2011-04-16	Run 10,186	125.00
2011-04-16	Run 10,236	755.00
2011-04-16	Run 10,249	248.48
2011-04-17	Run 10,335	605.00
2011-04-17	Run 10,367	127.00
2011-04-17	Run 10,315	635.00
2011-04-17	Run 10,301	150.00
2011-04-17	Run 10,394	725.00
2011-04-17	Run 10,399	625.00
2011-04-17	Run 10,314	127.00
2011-04-17	Run 10,366	585.00
2011-04-17	Run 10,512	678.23
2011-04-17	Run 10,322	725.00
2011-04-17	Run 10,373	75.03
2011-04-17	Run 10,312	150.00
2011-04-17	Run 10,343	100.00
2011-04-17	Run 10,326	775.00
2011-04-17	Run 10,355	905.00
2011-04-17	Run 10,511	705.00
2011-04-17	Run 10,418	725.00
2011-04-17	Run 10,340	655.00
2011-04-17	Run 10,352	695.00
2011-04-17	Run 10,328	615.00
2011-04-17	Run 10,302	84.09
2011-04-17	Run 10,362	755.00
2011-04-18	Run 10,446	765.00
2011-04-18	Run 10,434	605.00
2011-04-18	Run 10,459	755.00
2011-04-18	Run 10,496	775.00
2011-04-18	Run 10,481	585.00
2011-04-18	Run 10,437	100.00
2011-04-18	Run 10,447	765.00

ESCAMBIA COUNTY EMS
1st Quarter FY 2012 Write-Off

Date of Service	Run #	Amount
2011-04-18	Run 10,486	108.60
2011-04-18	Run 10,473	735.00
2011-04-18	Run 10,414	645.00
2011-04-18	Run 10,488	86.41
2011-04-18	Run 10,462	665.00
2011-04-18	Run 10,431	815.00
2011-04-18	Run 10,477	725.00
2011-04-18	Run 10,494	81.19
2011-04-18	Run 10,475	725.00
2011-04-18	Run 10,472	705.00
2011-04-18	Run 10,405	535.00
2011-04-18	Run 10,429	150.00
2011-04-18	Run 10,508	160.00
2011-04-18	Run 10,382	86.95
2011-04-18	Run 10,395	82.70
2011-04-19	Run 10,485	625.00
2011-04-19	Run 10,562	80.64
2011-04-19	Run 10,540	605.00
2011-04-19	Run 10,565	545.00
2011-04-19	Run 10,613	695.00
2011-04-19	Run 10,619	10.00
2011-04-19	Run 10,487	775.00
2011-04-19	Run 10,532	685.00
2011-04-19	Run 10,503	100.00
2011-04-19	Run 10,545	535.00
2011-04-19	Run 10,567	595.00
2011-04-19	Run 10,558	100.00
2011-04-19	Run 10,541	121.00
2011-04-19	Run 10,547	121.00
2011-04-19	Run 10,568	675.00
2011-04-19	Run 10,531	80.78
2011-04-19	Run 10,538	715.00
2011-04-19	Run 10,502	745.00
2011-04-19	Run 10,521	615.00
2011-04-19	Run 10,574	87.50
2011-04-19	Run 10,579	755.00
2011-04-19	Run 10,602	555.00
2011-04-19	Run 10,533	810.00
2011-04-19	Run 10,566	210.00
2011-04-19	Run 10,607	615.00
2011-04-19	Run 10,493	205.87
2011-04-19	Run 10,549	645.00
2011-04-19	Run 10,492	200.00
2011-04-19	Run 10,523	715.00
2011-04-20	Run 10,642	88.33
2011-04-20	Run 10,645	870.00
2011-04-20	Run 10,738	665.00
2011-04-20	Run 10,637	106.00
2011-04-20	Run 10,680	575.00

ESCAMBIA COUNTY EMS
1st Quarter FY 2012 Write-Off

Date of Service	Run #	Amount
2011-04-20	Run 10,656	80.51
2011-04-20	Run 10,601	715.00
2011-04-20	Run 10,706	705.00
2011-04-20	Run 10,712	150.00
2011-04-20	Run 10,617	565.00
2011-04-20	Run 10,616	765.00
2011-04-20	Run 10,679	625.00
2011-04-20	Run 10,632	147.00
2011-04-20	Run 10,668	83.66
2011-04-20	Run 10,731	545.00
2011-04-20	Run 10,730	655.00
2011-04-20	Run 10,636	585.00
2011-04-20	Run 10,635	805.00
2011-04-20	Run 10,638	333.02
2011-04-20	Run 10,714	820.00
2011-04-20	Run 10,694	595.00
2011-04-20	Run 10,703	85.45
2011-04-20	Run 10,683	705.00
2011-04-20	Run 10,589	200.00
2011-04-20	Run 10,682	83.94
2011-04-20	Run 10,641	785.00
2011-04-20	Run 10,687	200.00
2011-04-20	Run 10,657	535.00
2011-04-20	Run 10,643	129.00
2011-04-20	Run 10,676	825.00
2011-04-20	Run 10,747	73.66
2011-04-21	Run 10,799	200.00
2011-04-21	Run 10,757	292.81
2011-04-21	Run 10,779	200.00
2011-04-21	Run 10,745	51.64
2011-04-21	Run 10,871	393.00
2011-04-21	Run 10,821	200.00
2011-04-21	Run 10,790	775.00
2011-04-21	Run 10,786	675.00
2011-04-21	Run 10,828	71.74
2011-04-21	Run 10,776	85.72
2011-04-21	Run 10,743	74.34
2011-04-21	Run 10,816	705.00
2011-04-21	Run 10,733	161.25
2011-04-21	Run 10,767	695.00
2011-04-21	Run 10,753	575.00
2011-04-21	Run 10,774	100.00
2011-04-21	Run 10,808	725.00
2011-04-21	Run 10,723	545.00
2011-04-21	Run 10,709	780.00
2011-04-21	Run 10,796	40.60
2011-04-21	Run 10,765	379.42
2011-04-22	Run 10,945	150.00
2011-04-22	Run 10,886	795.00

ESCAMBIA COUNTY EMS
1st Quarter FY 2012 Write-Off

Date of Service	Run #	Amount
2011-04-22	Run 10,955	535.00
2011-04-22	Run 10,922	715.00
2011-04-22	Run 10,882	815.00
2011-04-22	Run 10,891	82.98
2011-04-22	Run 10,904	150.00
2011-04-22	Run 10,925	575.00
2011-04-22	Run 10,895	66.00
2011-04-22	Run 10,910	150.00
2011-04-22	Run 10,833	535.00
2011-04-22	Run 10,826	80.51
2011-04-22	Run 10,852	100.00
2011-04-22	Run 10,927	725.00
2011-04-22	Run 10,933	705.00
2011-04-22	Run 10,899	691.37
2011-04-22	Run 10,832	171.00
2011-04-22	Run 10,897	725.00
2011-04-22	Run 10,936	665.00
2011-04-22	Run 10,898	80.64
2011-04-22	Run 10,896	89.01
2011-04-22	Run 10,944	75.72
2011-04-22	Run 10,909	795.00
2011-04-22	Run 10,878	150.00
2011-04-23	Run 10,965	685.00
2011-04-23	Run 11,048	565.00
2011-04-23	Run 10,989	675.00
2011-04-23	Run 11,019	575.00
2011-04-23	Run 10,995	705.00
2011-04-23	Run 10,962	555.00
2011-04-23	Run 10,986	665.00
2011-04-23	Run 11,010	259.00
2011-04-23	Run 10,975	595.00
2011-04-23	Run 11,057	705.00
2011-04-23	Run 10,969	665.00
2011-04-23	Run 11,016	100.00
2011-04-23	Run 11,034	755.00
2011-04-23	Run 10,950	675.00
2011-04-23	Run 11,064	710.00
2011-04-23	Run 11,045	715.00
2011-04-23	Run 11,042	655.00
2011-04-23	Run 10,999	82.02
2011-04-23	Run 11,011	535.00
2011-04-23	Run 11,014	595.00
2011-04-23	Run 11,029	655.00
2011-04-23	Run 11,056	95.05
2011-04-23	Run 10,958	150.00
2011-04-23	Run 11,036	585.00
2011-04-24	Run 11,080	705.00
2011-04-24	Run 11,446	200.00
2011-04-24	Run 11,062	400.00

ESCAMBIA COUNTY EMS
1st Quarter FY 2012 Write-Off

Date of Service	Run #	Amount
2011-04-24	Run 11,142	575.00
2011-04-24	Run 11,129	545.00
2011-04-24	Run 11,265	805.00
2011-04-24	Run 11,051	191.00
2011-04-24	Run 11,043	545.00
2011-04-24	Run 11,131	705.00
2011-04-24	Run 11,107	555.00
2011-04-24	Run 11,037	645.00
2011-04-24	Run 11,088	87.37
2011-04-24	Run 11,448	715.00
2011-04-24	Run 11,105	57.02
2011-04-24	Run 11,143	73.66
2011-04-24	Run 11,091	695.00
2011-04-24	Run 11,106	595.00
2011-04-24	Run 11,149	565.00
2011-04-24	Run 11,044	705.00
2011-04-24	Run 11,108	555.00
2011-04-24	Run 11,150	675.00
2011-04-24	Run 11,144	36.55
2011-04-24	Run 11,101	835.00
2011-04-24	Run 11,111	84.07
2011-04-24	Run 11,039	755.00
2011-04-24	Run 11,058	695.00
2011-04-25	Run 11,182	100.00
2011-04-25	Run 11,167	595.00
2011-04-25	Run 11,203	595.00
2011-04-25	Run 11,194	100.00
2011-04-25	Run 11,184	715.00
2011-04-25	Run 11,223	595.00
2011-04-25	Run 11,176	100.00
2011-04-25	Run 11,163	20.00
2011-04-25	Run 11,227	645.00
2011-04-25	Run 11,139	68.44
2011-04-25	Run 11,235	575.00
2011-04-25	Run 11,146	125.00
2011-04-25	Run 11,169	84.62
2011-04-25	Run 11,174	306.35
2011-04-25	Run 11,206	545.00
2011-04-25	Run 11,165	785.00
2011-04-25	Run 11,138	665.00
2011-04-26	Run 11,247	595.00
2011-04-26	Run 11,344	715.00
2011-04-26	Run 11,287	90.80
2011-04-26	Run 11,329	645.00
2011-04-26	Run 11,300	695.00
2011-04-26	Run 11,306	625.00
2011-04-26	Run 11,252	76.27
2011-04-26	Run 11,311	665.00
2011-04-26	Run 11,238	785.00

ESCAMBIA COUNTY EMS
1st Quarter FY 2012 Write-Off

Date of Service	Run #	Amount
2011-04-26	Run 11,309	735.00
2011-04-26	Run 11,240	89.01
2011-04-26	Run 11,291	785.00
2011-04-26	Run 11,226	655.00
2011-04-26	Run 11,278	150.00
2011-04-26	Run 11,246	545.00
2011-04-26	Run 11,295	20.00
2011-04-26	Run 11,283	835.00
2011-04-27	Run 11,384	150.00
2011-04-27	Run 11,390	540.00
2011-04-27	Run 11,421	565.00
2011-04-27	Run 11,418	177.00
2011-04-27	Run 11,404	420.00
2011-04-27	Run 11,357	785.00
2011-04-27	Run 11,529	835.00
2011-04-27	Run 11,388	535.00
2011-04-27	Run 11,434	805.00
2011-04-27	Run 11,440	295.34
2011-04-27	Run 11,394	595.00
2011-04-27	Run 11,346	555.00
2011-04-27	Run 11,435	795.00
2011-04-27	Run 11,371	610.00
2011-04-27	Run 11,352	615.00
2011-04-27	Run 11,363	755.00
2011-04-27	Run 11,524	745.00
2011-04-27	Run 11,410	555.00
2011-04-27	Run 11,422	565.00
2011-04-27	Run 11,326	100.00
2011-04-27	Run 11,359	595.00
2011-04-27	Run 11,432	535.00
2011-04-28	Run 11,541	675.00
2011-04-28	Run 11,442	715.00
2011-04-28	Run 11,521	585.00
2011-04-28	Run 11,535	765.00
2011-04-28	Run 11,509	785.00
2011-04-28	Run 11,465	675.00
2011-04-28	Run 11,500	150.00
2011-04-28	Run 11,533	705.00
2011-04-28	Run 11,429	565.00
2011-04-28	Run 11,461	765.00
2011-04-28	Run 11,483	615.00
2011-04-28	Run 11,491	755.00
2011-04-28	Run 11,543	107.81
2011-04-28	Run 11,460	605.00
2011-04-28	Run 11,471	74.48
2011-04-28	Run 11,539	795.00
2011-04-28	Run 11,479	99.58
2011-04-29	Run 11,510	835.00
2011-04-29	Run 11,567	575.00

ESCAMBIA COUNTY EMS
1st Quarter FY 2012 Write-Off

Date of Service	Run #	Amount
2011-04-29	Run 11,603	100.00
2011-04-29	Run 11,662	81.47
2011-04-29	Run 11,597	615.00
2011-04-29	Run 11,531	695.00
2011-04-29	Run 11,590	107.00
2011-04-29	Run 11,608	81.47
2011-04-29	Run 11,588	785.00
2011-04-29	Run 11,583	535.00
2011-04-29	Run 11,619	790.00
2011-04-29	Run 11,625	346.01
2011-04-29	Run 11,580	83.50
2011-04-29	Run 11,592	200.00
2011-04-29	Run 11,656	705.00
2011-04-29	Run 11,657	625.00
2011-04-29	Run 11,568	785.00
2011-04-29	Run 11,553	555.00
2011-04-29	Run 11,560	123.67
2011-04-29	Run 11,601	655.00
2011-04-29	Run 11,589	78.46
2011-04-29	Run 11,559	200.00
2011-04-29	Run 11,621	805.00
2011-04-30	Run 11,689	575.00
2011-04-30	Run 11,738	86.41
2011-04-30	Run 11,721	641.81
2011-04-30	Run 11,735	705.00
2011-04-30	Run 11,679	685.00
2011-04-30	Run 11,674	565.00
2011-04-30	Run 11,692	665.00
2011-04-30	Run 11,691	645.00
2011-04-30	Run 11,739	805.00
2011-04-30	Run 11,706	150.00
2011-04-30	Run 11,698	725.00
2011-04-30	Run 11,732	745.00
2011-04-30	Run 11,659	715.00
2011-04-30	Run 11,677	107.00
2011-05-01	Run 11,843	81.05
2011-05-01	Run 11,784	298.45
2011-05-01	Run 11,793	17.52
2011-05-01	Run 11,764	685.00
2011-05-01	Run 11,772	155.00
2011-05-01	Run 11,839	755.00
2011-05-01	Run 11,767	735.00
2011-05-01	Run 11,728	870.00
2011-05-01	Run 11,774	685.00
2011-05-01	Run 11,786	655.00
2011-05-01	Run 11,805	705.00
2011-05-01	Run 11,748	545.00
2011-05-01	Run 11,759	675.00
2011-05-01	Run 11,812	220.50

**ESCAMBIA COUNTY EMS
1st Quarter FY 2012 Write-Off**

Date of Service	Run #	Amount
2011-05-01	Run 11,789	565.00
2011-05-01	Run 11,799	735.00
2011-05-01	Run 11,813	655.00
2011-05-02	Run 11,834	635.00
2011-05-02	Run 11,868	119.00
2011-05-02	Run 11,888	645.00
2011-05-02	Run 11,882	755.00
2011-05-02	Run 11,873	590.00
2011-05-02	Run 11,909	655.00
2011-05-02	Run 11,897	555.00
2011-05-02	Run 11,915	585.00
2011-05-02	Run 11,935	725.00
2011-05-02	Run 11,845	565.00
2011-05-02	Run 11,874	80.78
2011-05-02	Run 11,907	555.00
2011-05-02	Run 11,878	695.00
2011-05-02	Run 11,854	150.00
2011-05-02	Run 11,877	100.00
2011-05-02	Run 11,918	585.00
2011-05-02	Run 11,928	585.00
2011-05-02	Run 11,936	715.00
2011-05-02	Run 11,941	531.50
2011-05-02	Run 11,900	655.00
2011-05-02	Run 11,894	755.00
2011-05-03	Run 11,970	655.00
2011-05-03	Run 12,004	645.00
2011-05-03	Run 11,973	785.00
2011-05-03	Run 11,999	111.79
2011-05-03	Run 11,961	535.00
2011-05-03	Run 11,953	115.00
2011-05-03	Run 11,938	85.72
2011-05-03	Run 11,923	845.00
2011-05-03	Run 12,012	84.90
2011-05-03	Run 11,984	100.00
2011-05-03	Run 11,976	150.00
2011-05-03	Run 12,007	605.00
2011-05-03	Run 11,940	715.00
2011-05-03	Run 12,020	150.00
2011-05-03	Run 11,997	705.00
2011-05-03	Run 11,922	267.78
2011-05-03	Run 12,015	33.38
2011-05-03	Run 11,968	301.62
2011-05-04	Run 12,068	775.00
2011-05-04	Run 12,087	9.39
2011-05-04	Run 12,056	670.00
2011-05-04	Run 12,072	100.00
2011-05-04	Run 12,040	630.00
2011-05-04	Run 12,121	56.00
2011-05-04	Run 12,048	655.00

ESCAMBIA COUNTY EMS
1st Quarter FY 2012 Write-Off

Date of Service	Run #	Amount
2011-05-04	Run 12,110	555.00
2011-05-04	Run 12,086	410.00
2011-05-04	Run 12,041	75.85
2011-05-04	Run 12,085	725.00
2011-05-04	Run 12,067	85.00
2011-05-04	Run 12,071	575.00
2011-05-04	Run 12,119	140.00
2011-05-04	Run 12,014	615.00
2011-05-04	Run 12,073	695.00
2011-05-04	Run 12,054	755.00
2011-05-04	Run 12,019	83.81
2011-05-04	Run 12,116	89.75
2011-05-04	Run 12,051	54.66
2011-05-04	Run 12,053	36.55
2011-05-04	Run 12,090	101.37
2011-05-04	Run 12,060	150.00
2011-05-05	Run 12,190	595.00
2011-05-05	Run 12,189	685.00
2011-05-05	Run 12,157	705.00
2011-05-05	Run 12,191	52.50
2011-05-05	Run 12,147	258.48
2011-05-05	Run 12,165	80.38
2011-05-05	Run 12,193	87.91
2011-05-05	Run 12,160	605.00
2011-05-05	Run 12,192	83.11
2011-05-05	Run 12,128	575.00
2011-05-05	Run 12,113	555.00
2011-05-05	Run 12,095	200.00
2011-05-05	Run 12,162	410.00
2011-05-05	Run 12,142	735.00
2011-05-05	Run 12,108	725.00
2011-05-06	Run 12,234	585.00
2011-05-06	Run 12,233	815.00
2011-05-06	Run 12,181	595.00
2011-05-06	Run 12,230	705.00
2011-05-06	Run 12,269	150.00
2011-05-06	Run 12,397	200.00
2011-05-06	Run 12,304	127.00
2011-05-06	Run 12,180	615.00
2011-05-06	Run 12,289	745.00
2011-05-06	Run 12,187	141.00
2011-05-06	Run 12,330	585.00
2011-05-06	Run 12,236	347.00
2011-05-06	Run 12,205	795.00
2011-05-06	Run 12,217	665.00
2011-05-06	Run 12,241	545.00
2011-05-06	Run 12,249	175.00
2011-05-06	Run 12,257	150.00
2011-05-06	Run 12,327	117.00

ESCAMBIA COUNTY EMS
1st Quarter FY 2012 Write-Off

Date of Service	Run #	Amount
2011-05-06	Run 12,218	745.00
2011-05-06	Run 12,247	675.00
2011-05-07	Run 12,389	685.00
2011-05-07	Run 12,377	20.00
2011-05-07	Run 12,424	89.15
2011-05-07	Run 12,306	107.00
2011-05-07	Run 12,277	575.00
2011-05-07	Run 12,346	89.27
2011-05-07	Run 12,425	575.00
2011-05-07	Run 12,357	545.00
2011-05-07	Run 12,313	615.00
2011-05-07	Run 12,271	635.00
2011-05-07	Run 12,417	655.00
2011-05-07	Run 12,321	292.25
2011-05-07	Run 12,283	645.00
2011-05-07	Run 12,328	785.00
2011-05-07	Run 12,379	715.00
2011-05-07	Run 12,298	565.00
2011-05-08	Run 12,413	795.00
2011-05-08	Run 12,470	615.00
2011-05-08	Run 12,438	835.00
2011-05-08	Run 12,498	535.00
2011-05-08	Run 12,409	725.00
2011-05-08	Run 12,452	590.00
2011-05-08	Run 12,485	795.00
2011-05-08	Run 12,422	288.50
2011-05-08	Run 12,474	352.74
2011-05-08	Run 12,481	535.00
2011-05-08	Run 12,455	665.00
2011-05-08	Run 12,439	715.00
2011-05-08	Run 12,463	84.76
2011-05-08	Run 12,464	725.00
2011-05-08	Run 12,404	615.00
2011-05-08	Run 12,513	118.37
2011-05-08	Run 12,436	100.00
2011-05-08	Run 12,440	775.00
2011-05-09	Run 12,564	695.00
2011-05-09	Run 12,552	200.00
2011-05-09	Run 12,555	512.60
2011-05-09	Run 12,548	625.00
2011-05-09	Run 12,519	218.60
2011-05-09	Run 12,550	735.00
2011-05-09	Run 12,541	565.00
2011-05-09	Run 12,582	675.00
2011-05-09	Run 12,563	131.38
2011-05-09	Run 12,557	615.00
2011-05-09	Run 12,547	88.46
2011-05-09	Run 12,560	129.00
2011-05-09	Run 12,515	795.00

ESCAMBIA COUNTY EMS
1st Quarter FY 2012 Write-Off

Date of Service	Run #	Amount
2011-05-09	Run 12,545	535.00
2011-05-09	Run 12,546	82.00
2011-05-09	Run 12,567	85.45
2011-05-09	Run 12,523	139.00
2011-05-09	Run 12,588	705.00
2011-05-09	Run 12,517	695.00
2011-05-09	Run 12,583	725.00
2011-05-09	Run 12,531	85.72
2011-05-09	Run 12,542	100.00
2011-05-09	Run 12,558	685.00
2011-05-09	Run 12,573	705.00
2011-05-09	Run 12,565	85.45
2011-05-09	Run 12,581	905.00
2011-05-10	Run 12,633	18.27
2011-05-10	Run 12,609	625.00
2011-05-10	Run 12,580	645.00
2011-05-10	Run 12,698	89.01
2011-05-10	Run 12,623	131.00
2011-05-10	Run 12,624	131.00
2011-05-10	Run 12,670	715.00
2011-05-10	Run 12,607	125.00
2011-05-10	Run 12,601	645.00
2011-05-10	Run 12,640	685.00
2011-05-10	Run 12,590	575.00
2011-05-10	Run 12,629	150.00
2011-05-10	Run 12,644	565.00
2011-05-10	Run 12,614	68.67
2011-05-10	Run 12,647	47.05
2011-05-10	Run 12,571	735.00
2011-05-10	Run 12,691	655.00
2011-05-10	Run 12,683	545.00
2011-05-10	Run 12,592	705.00
2011-05-10	Run 12,680	645.00
2011-05-10	Run 12,653	133.75
2011-05-10	Run 12,606	615.00
2011-05-10	Run 12,616	150.00
2011-05-10	Run 12,598	765.00
2011-05-10	Run 12,612	595.00
2011-05-10	Run 12,657	666.03
2011-05-10	Run 12,600	625.00
2011-05-10	Run 12,595	281.00
2011-05-11	Run 12,802	200.00
2011-05-11	Run 12,746	665.00
2011-05-11	Run 12,743	150.00
2011-05-11	Run 12,741	615.00
2011-05-11	Run 12,727	825.00
2011-05-11	Run 12,719	56.72
2011-05-11	Run 12,784	655.00
2011-05-11	Run 12,758	102.10

ESCAMBIA COUNTY EMS
1st Quarter FY 2012 Write-Off

Date of Service	Run #	Amount
2011-05-11	Run 12,682	735.00
2011-05-11	Run 12,785	735.00
2011-05-11	Run 12,732	735.00
2011-05-11	Run 12,697	100.00
2011-05-11	Run 12,750	80.51
2011-05-11	Run 12,767	725.00
2011-05-11	Run 12,696	135.00
2011-05-11	Run 12,713	150.00
2011-05-11	Run 12,711	200.00
2011-05-12	Run 12,889	815.00
2011-05-12	Run 12,853	90.80
2011-05-12	Run 12,789	755.00
2011-05-12	Run 12,815	545.00
2011-05-12	Run 12,844	150.00
2011-05-12	Run 12,848	545.00
2011-05-12	Run 12,873	745.00
2011-05-12	Run 12,841	675.00
2011-05-12	Run 12,788	705.00
2011-05-12	Run 12,819	150.00
2011-05-12	Run 12,800	150.00
2011-05-12	Run 12,835	800.00
2011-05-13	Run 12,895	150.00
2011-05-13	Run 12,921	645.00
2011-05-13	Run 12,896	449.14
2011-05-13	Run 12,875	725.00
2011-05-13	Run 12,938	60.84
2011-05-13	Run 12,885	695.00
2011-05-13	Run 12,905	805.00
2011-05-13	Run 12,949	185.00
2011-05-13	Run 12,969	645.00
2011-05-13	Run 12,913	585.00
2011-05-13	Run 12,987	87.23
2011-05-13	Run 12,953	605.00
2011-05-13	Run 12,881	605.00
2011-05-13	Run 12,903	695.00
2011-05-13	Run 12,916	85.00
2011-05-13	Run 12,957	210.17
2011-05-13	Run 12,961	635.00
2011-05-13	Run 12,948	625.00
2011-05-13	Run 12,946	765.00
2011-05-13	Run 12,928	535.00
2011-05-13	Run 12,870	705.00
2011-05-13	Run 12,979	535.00
2011-05-13	Run 12,920	323.50
2011-05-13	Run 12,993	745.00
2011-05-13	Run 12,977	86.82
2011-05-13	Run 12,994	481.84
2011-05-14	Run 13,030	615.00
2011-05-14	Run 13,055	785.00

ESCAMBIA COUNTY EMS
1st Quarter FY 2012 Write-Off

Date of Service	Run #	Amount
2011-05-14	Run 13,093	88.46
2011-05-14	Run 13,002	200.00
2011-05-14	Run 13,001	143.00
2011-05-14	Run 13,029	685.00
2011-05-14	Run 12,976	645.00
2011-05-14	Run 12,988	755.00
2011-05-14	Run 13,060	825.00
2011-05-14	Run 13,059	805.00
2011-05-14	Run 13,009	815.00
2011-05-14	Run 13,015	655.00
2011-05-14	Run 13,035	635.00
2011-05-14	Run 12,966	645.00
2011-05-14	Run 13,067	645.00
2011-05-14	Run 13,044	755.00
2011-05-14	Run 13,051	160.00
2011-05-14	Run 13,021	645.00
2011-05-14	Run 13,049	106.85
2011-05-14	Run 12,972	635.00
2011-05-14	Run 13,047	665.00
2011-05-14	Run 13,068	85.00
2011-05-15	Run 13,082	655.00
2011-05-15	Run 13,114	150.00
2011-05-15	Run 13,071	85.87
2011-05-15	Run 13,091	150.00
2011-05-15	Run 13,077	200.00
2011-05-15	Run 13,141	80.51
2011-05-15	Run 13,061	675.00
2011-05-15	Run 13,123	705.00
2011-05-15	Run 13,062	695.00
2011-05-15	Run 13,156	715.00
2011-05-15	Run 13,120	735.00
2011-05-15	Run 13,180	85.00
2011-05-15	Run 13,089	120.32
2011-05-15	Run 13,078	935.00
2011-05-15	Run 13,134	595.00
2011-05-15	Run 13,137	68.99
2011-05-15	Run 13,191	645.00
2011-05-15	Run 13,097	820.00
2011-05-15	Run 13,138	545.00
2011-05-15	Run 13,181	555.00
2011-05-15	Run 13,124	301.62
2011-05-15	Run 13,173	785.00
2011-05-15	Run 13,116	815.00
2011-05-15	Run 13,122	100.00
2011-05-15	Run 13,095	725.00
2011-05-16	Run 13,265	655.00
2011-05-16	Run 13,258	383.79
2011-05-16	Run 13,220	84.76
2011-05-16	Run 13,176	125.00

ESCAMBIA COUNTY EMS
1st Quarter FY 2012 Write-Off

Date of Service	Run #	Amount
2011-05-16	Run 13,255	745.00
2011-05-16	Run 13,252	100.00
2011-05-16	Run 13,219	725.00
2011-05-16	Run 13,298	150.00
2011-05-16	Run 13,198	379.28
2011-05-16	Run 13,203	785.00
2011-05-16	Run 13,223	675.00
2011-05-16	Run 13,162	545.00
2011-05-16	Run 13,200	119.61
2011-05-16	Run 13,166	150.00
2011-05-16	Run 13,246	131.00
2011-05-16	Run 13,235	261.04
2011-05-16	Run 13,269	665.00
2011-05-16	Run 13,290	150.00
2011-05-16	Run 13,186	89.42
2011-05-17	Run 13,274	645.00
2011-05-17	Run 13,370	86.82
2011-05-17	Run 13,324	157.00
2011-05-17	Run 13,331	79.15
2011-05-17	Run 13,376	655.00
2011-05-17	Run 13,362	35.00
2011-05-17	Run 13,342	100.00
2011-05-17	Run 13,337	565.00
2011-05-17	Run 13,345	339.30
2011-05-17	Run 13,313	735.00
2011-05-17	Run 13,312	705.00
2011-05-17	Run 13,311	625.00
2011-05-17	Run 14,119	565.00
2011-05-17	Run 13,272	695.00
2011-05-17	Run 13,328	665.00
2011-05-17	Run 13,317	89.15
2011-05-17	Run 13,356	705.00
2011-05-17	Run 13,371	93.13
2011-05-17	Run 13,325	545.00
2011-05-17	Run 13,333	775.00
2011-05-17	Run 13,361	500.00
2011-05-17	Run 13,273	585.00
2011-05-17	Run 13,354	91.62
2011-05-18	Run 13,414	62.48
2011-05-18	Run 13,400	150.00
2011-05-18	Run 13,417	605.00
2011-05-18	Run 13,428	145.00
2011-05-18	Run 13,470	100.00
2011-05-18	Run 13,397	599.32
2011-05-18	Run 13,391	695.00
2011-05-18	Run 13,389	675.00
2011-05-18	Run 13,448	695.00
2011-05-18	Run 13,477	745.00
2011-05-18	Run 13,450	100.00

ESCAMBIA COUNTY EMS
1st Quarter FY 2012 Write-Off

Date of Service	Run #	Amount
2011-05-18	Run 13,420	685.00
2011-05-18	Run 13,405	675.00
2011-05-18	Run 13,369	585.00
2011-05-18	Run 13,423	150.00
2011-05-18	Run 13,419	595.00
2011-05-18	Run 13,412	875.00
2011-05-18	Run 13,359	740.00
2011-05-19	Run 13,547	440.00
2011-05-19	Run 13,457	83.11
2011-05-19	Run 13,583	910.00
2011-05-19	Run 13,900	264.18
2011-05-19	Run 13,561	615.00
2011-05-19	Run 13,484	705.00
2011-05-19	Run 13,507	71.74
2011-05-19	Run 13,544	127.46
2011-05-19	Run 13,485	100.00
2011-05-19	Run 13,534	975.00
2011-05-19	Run 13,553	83.52
2011-05-19	Run 13,562	88.33
2011-05-19	Run 13,515	87.23
2011-05-19	Run 13,525	705.00
2011-05-19	Run 13,542	545.00
2011-05-20	Run 13,615	600.00
2011-05-20	Run 13,608	705.00
2011-05-20	Run 13,647	535.00
2011-05-20	Run 13,588	795.00
2011-05-20	Run 13,618	100.00
2011-05-20	Run 14,224	103.00
2011-05-20	Run 13,582	705.00
2011-05-20	Run 13,635	565.00
2011-05-20	Run 13,593	585.00
2011-05-20	Run 13,571	616.60
2011-05-20	Run 14,225	685.00
2011-05-20	Run 13,551	695.00
2011-05-20	Run 13,610	97.66
2011-05-20	Run 13,613	100.00
2011-05-20	Run 13,673	615.00
2011-05-20	Run 13,630	545.00
2011-05-20	Run 13,640	575.00
2011-05-20	Run 13,674	725.00
2011-05-20	Run 13,569	20.00
2011-05-20	Run 13,611	845.00
2011-05-20	Run 13,621	89.84
2011-05-20	Run 13,590	705.00
2011-05-20	Run 13,552	645.00
2011-05-20	Run 13,591	675.00
2011-05-20	Run 13,634	820.00
2011-05-21	Run 13,698	635.00
2011-05-21	Run 13,715	86.56

ESCAMBIA COUNTY EMS
1st Quarter FY 2012 Write-Off

Date of Service	Run #	Amount
2011-05-21	Run 13,664	695.00
2011-05-21	Run 13,776	535.00
2011-05-21	Run 13,687	100.00
2011-05-21	Run 13,744	795.00
2011-05-21	Run 13,731	38.55
2011-05-21	Run 13,739	585.00
2011-05-21	Run 13,702	635.00
2011-05-21	Run 13,738	735.00
2011-05-21	Run 13,682	555.00
2011-05-21	Run 13,721	595.00
2011-05-21	Run 13,729	585.00
2011-05-21	Run 13,683	615.00
2011-05-21	Run 13,757	374.74
2011-05-21	Run 13,784	535.00
2011-05-21	Run 13,758	565.00
2011-05-21	Run 13,736	200.00
2011-05-21	Run 13,740	150.00
2011-05-21	Run 13,749	705.00
2011-05-21	Run 13,759	935.00
2011-05-21	Run 13,701	605.00
2011-05-21	Run 13,783	410.00
2011-05-21	Run 13,734	615.00
2011-05-21	Run 13,730	277.00
2011-05-21	Run 13,656	100.00
2011-05-21	Run 13,689	705.00
2011-05-21	Run 13,686	329.39
2011-05-21	Run 13,722	615.00
2011-05-22	Run 13,839	163.00
2011-05-22	Run 13,791	745.00
2011-05-22	Run 13,866	150.00
2011-05-22	Run 13,819	535.00
2011-05-22	Run 13,835	685.00
2011-05-22	Run 13,804	765.00
2011-05-22	Run 13,844	785.00
2011-05-22	Run 13,858	775.00
2011-05-22	Run 14,329	110.00
2011-05-22	Run 13,886	100.00
2011-05-22	Run 13,911	645.00
2011-05-22	Run 13,774	555.00
2011-05-22	Run 13,876	81.19
2011-05-22	Run 13,782	81.88
2011-05-22	Run 13,813	177.00
2011-05-22	Run 13,845	635.00
2011-05-22	Run 13,775	575.00
2011-05-22	Run 13,820	585.00
2011-05-22	Run 13,768	705.00
2011-05-22	Run 13,805	705.00
2011-05-22	Run 13,799	565.00
2011-05-22	Run 13,798	725.00

ESCAMBIA COUNTY EMS
1st Quarter FY 2012 Write-Off

Date of Service	Run #	Amount
2011-05-22	Run 13,765	705.00
2011-05-22	Run 13,803	100.00
2011-05-22	Run 13,821	595.00
2011-05-22	Run 13,859	200.00
2011-05-23	Run 13,958	685.00
2011-05-23	Run 13,974	605.00
2011-05-23	Run 13,937	88.05
2011-05-23	Run 13,873	705.00
2011-05-23	Run 14,005	535.00
2011-05-23	Run 13,980	85.00
2011-05-23	Run 13,991	80.51
2011-05-23	Run 13,962	84.62
2011-05-23	Run 13,941	495.24
2011-05-23	Run 13,864	675.00
2011-05-23	Run 13,977	150.00
2011-05-23	Run 13,863	715.00
2011-05-23	Run 13,983	565.00
2011-05-23	Run 13,907	430.00
2011-05-23	Run 13,933	89.97
2011-05-23	Run 13,906	655.00
2011-05-23	Run 13,957	865.00
2011-05-23	Run 13,922	100.00
2011-05-23	Run 13,955	835.00
2011-05-24	Run 14,043	16.95
2011-05-24	Run 14,042	565.00
2011-05-24	Run 14,021	200.00
2011-05-24	Run 14,037	675.00
2011-05-24	Run 14,066	100.34
2011-05-24	Run 14,111	675.00
2011-05-24	Run 14,000	615.00
2011-05-24	Run 14,029	150.00
2011-05-24	Run 14,092	665.00
2011-05-24	Run 14,106	570.00
2011-05-24	Run 14,039	665.00
2011-05-24	Run 14,080	745.00
2011-05-24	Run 14,069	545.00
2011-05-24	Run 14,110	150.00
2011-05-24	Run 14,002	545.00
2011-05-24	Run 14,081	605.00
2011-05-25	Run 14,154	695.00
2011-05-25	Run 14,208	100.00
2011-05-25	Run 14,163	81.74
2011-05-25	Run 14,830	725.00
2011-05-25	Run 14,156	705.00
2011-05-25	Run 14,144	150.00
2011-05-25	Run 14,148	715.00
2011-05-25	Run 14,097	150.00
2011-05-25	Run 14,215	545.00
2011-05-25	Run 14,175	685.00

**ESCAMBIA COUNTY EMS
1st Quarter FY 2012 Write-Off**

Date of Service	Run #	Amount
2011-05-25	Run 14,145	121.98
2011-05-25	Run 14,218	775.00
2011-05-25	Run 14,114	555.00
2011-05-25	Run 14,136	590.00
2011-05-25	Run 14,115	595.00
2011-05-25	Run 14,828	90.80
2011-05-25	Run 14,090	85.00
2011-05-25	Run 14,198	50.00
2011-05-26	Run 14,299	785.00
2011-05-26	Run 14,256	825.00
2011-05-26	Run 14,715	755.00
2011-05-26	Run 14,308	665.00
2011-05-26	Run 14,253	555.00
2011-05-26	Run 14,309	825.00
2011-05-26	Run 14,251	147.91
2011-05-26	Run 14,300	695.00
2011-05-26	Run 14,248	770.00
2011-05-26	Run 14,203	695.00
2011-05-26	Run 14,311	595.00
2011-05-26	Run 14,290	200.00
2011-05-26	Run 14,304	765.00
2011-05-26	Run 14,239	100.00
2011-05-26	Run 14,238	595.00
2011-05-26	Run 14,262	715.00
2011-05-26	Run 14,285	150.00
2011-05-26	Run 14,282	625.00
2011-05-26	Run 14,268	745.00
2011-05-27	Run 14,335	335.00
2011-05-27	Run 14,405	20.00
2011-05-27	Run 14,362	121.00
2011-05-27	Run 14,339	520.00
2011-05-27	Run 14,406	100.00
2011-05-27	Run 14,332	150.00
2011-05-27	Run 14,344	535.00
2011-05-27	Run 14,436	775.00
2011-05-27	Run 14,350	565.00
2011-05-27	Run 14,323	735.00
2011-05-27	Run 14,391	88.33
2011-05-27	Run 14,409	705.00
2011-05-27	Run 14,321	150.00
2011-05-27	Run 14,415	68.31
2011-05-27	Run 14,327	83.25
2011-05-27	Run 14,360	313.73
2011-05-27	Run 14,369	705.00
2011-05-27	Run 14,336	815.00
2011-05-27	Run 14,394	555.00
2011-05-28	Run 14,486	755.00
2011-05-28	Run 14,502	785.00
2011-05-28	Run 14,467	715.00

ESCAMBIA COUNTY EMS
1st Quarter FY 2012 Write-Off

Date of Service	Run #	Amount
2011-05-28	Run 14,426	685.00
2011-05-28	Run 14,468	236.48
2011-05-28	Run 14,464	396.48
2011-05-28	Run 14,403	129.00
2011-05-28	Run 14,472	795.00
2011-05-28	Run 14,435	248.83
2011-05-28	Run 14,442	77.50
2011-05-28	Run 14,452	815.00
2011-05-28	Run 14,440	745.00
2011-05-28	Run 14,460	745.00
2011-05-28	Run 14,434	665.00
2011-05-28	Run 14,477	775.00
2011-05-28	Run 14,473	260.46
2011-05-28	Run 14,454	765.00
2011-05-28	Run 14,475	105.48
2011-05-28	Run 14,509	665.00
2011-05-28	Run 14,457	20.00
2011-05-28	Run 14,446	715.00
2011-05-28	Run 14,412	545.00
2011-05-28	Run 14,445	80.64
2011-05-28	Run 14,425	615.00
2011-05-28	Run 14,478	585.00
2011-05-29	Run 14,544	615.00
2011-05-29	Run 14,567	98.34
2011-05-29	Run 14,497	665.00
2011-05-29	Run 14,612	70.09
2011-05-29	Run 14,535	555.00
2011-05-29	Run 14,516	655.00
2011-05-29	Run 14,586	655.00
2011-05-29	Run 14,610	279.88
2011-05-29	Run 14,504	615.00
2011-05-29	Run 14,530	100.00
2011-05-29	Run 14,534	745.00
2011-05-29	Run 14,557	298.94
2011-05-29	Run 14,603	805.00
2011-05-29	Run 14,582	685.00
2011-05-29	Run 14,506	755.00
2011-05-29	Run 14,541	90.00
2011-05-29	Run 14,564	685.00
2011-05-29	Run 14,553	605.00
2011-05-29	Run 14,487	715.00
2011-05-29	Run 14,578	565.00
2011-05-30	Run 14,600	150.00
2011-05-30	Run 14,589	575.00
2011-05-30	Run 14,618	925.00
2011-05-30	Run 14,593	150.00
2011-05-30	Run 14,668	815.00
2011-05-30	Run 14,674	81.74
2011-05-30	Run 14,587	605.00

**ESCAMBIA COUNTY EMS
1st Quarter FY 2012 Write-Off**

Date of Service	Run #	Amount
2011-05-30	Run 14,724	615.00
2011-05-30	Run 14,580	645.00
2011-05-30	Run 14,590	705.00
2011-05-30	Run 14,691	158.80
2011-05-30	Run 14,725	615.00
2011-05-30	Run 14,574	825.00
2011-05-30	Run 14,675	715.00
2011-05-30	Run 14,647	625.00
2011-05-30	Run 14,653	825.00
2011-05-30	Run 14,695	200.00
2011-05-30	Run 14,670	585.00
2011-05-31	Run 14,687	645.00
2011-05-31	Run 14,746	795.00
2011-05-31	Run 14,702	595.00
2011-05-31	Run 14,790	625.00
2011-05-31	Run 14,821	133.60
2011-05-31	Run 14,757	216.50
2011-05-31	Run 14,740	555.00
2011-05-31	Run 14,770	725.00
2011-05-31	Run 14,739	18.51
2011-05-31	Run 14,783	615.00
2011-05-31	Run 14,707	100.00
2011-05-31	Run 14,734	735.00
2011-05-31	Run 14,810	645.00
2011-06-01	Run 14,866	83.11
2011-06-01	Run 14,798	150.00
2011-06-01	Run 14,839	580.00
2011-06-01	Run 14,851	705.00
2011-06-01	Run 14,895	86.27
2011-06-01	Run 14,874	675.00
2011-06-01	Run 14,847	247.50
2011-06-01	Run 14,841	93.81
2011-06-01	Run 14,875	605.00
2011-06-01	Run 14,901	585.00
2011-06-01	Run 14,811	85.17
2011-06-01	Run 14,886	211.94
2011-06-01	Run 14,842	735.00
2011-06-01	Run 14,852	535.00
2011-06-01	Run 14,867	595.00
2011-06-01	Run 14,908	645.00
2011-06-01	Run 14,858	545.00
2011-06-01	Run 14,859	695.00
2011-06-01	Run 14,896	735.00
2011-06-01	Run 14,869	630.00
2011-06-01	Run 14,825	775.00
2011-06-01	Run 14,889	88.46
2011-06-01	Run 14,833	220.34
2011-06-01	Run 14,850	705.00
2011-06-01	Run 14,824	150.00

ESCAMBIA COUNTY EMS
1st Quarter FY 2012 Write-Off

Date of Service	Run #	Amount
2011-06-01	Run 14,864	142.07
2011-06-02	Run 14,956	855.00
2011-06-02	Run 15,009	645.00
2011-06-02	Run 15,008	46.26
2011-06-02	Run 14,927	590.00
2011-06-02	Run 15,007	645.00
2011-06-02	Run 14,982	100.00
2011-06-02	Run 14,958	615.00
2011-06-02	Run 14,919	665.00
2011-06-02	Run 14,952	715.00
2011-06-02	Run 14,904	75.58
2011-06-02	Run 14,975	565.00
2011-06-02	Run 14,945	98.80
2011-06-02	Run 14,991	725.00
2011-06-02	Run 14,936	795.00
2011-06-02	Run 14,911	555.00
2011-06-02	Run 14,967	850.00
2011-06-02	Run 14,941	805.00
2011-06-02	Run 14,916	605.00
2011-06-02	Run 15,005	615.00
2011-06-02	Run 14,929	234.01
2011-06-02	Run 14,993	805.00
2011-06-03	Run 15,028	655.00
2011-06-03	Run 15,000	725.00
2011-06-03	Run 15,076	151.00
2011-06-03	Run 15,057	825.00
2011-06-03	Run 15,079	715.00
2011-06-03	Run 15,091	555.00
2011-06-03	Run 15,094	150.00
2011-06-03	Run 15,130	705.00
2011-06-03	Run 15,019	585.00
2011-06-03	Run 15,066	665.00
2011-06-03	Run 15,038	765.00
2011-06-03	Run 15,092	535.00
2011-06-03	Run 15,095	795.00
2011-06-03	Run 15,122	695.00
2011-06-03	Run 15,106	217.20
2011-06-03	Run 15,022	56.04
2011-06-03	Run 15,004	645.00
2011-06-03	Run 15,086	665.00
2011-06-03	Run 15,117	745.00
2011-06-03	Run 15,061	635.00
2011-06-04	Run 15,149	725.00
2011-06-04	Run 15,120	675.00
2011-06-04	Run 15,173	84.48
2011-06-04	Run 15,201	665.00
2011-06-04	Run 15,144	635.00
2011-06-04	Run 15,097	539.06
2011-06-04	Run 15,113	655.00

ESCAMBIA COUNTY EMS
1st Quarter FY 2012 Write-Off

Date of Service	Run #	Amount
2011-06-04	Run 15,167	535.00
2011-06-04	Run 15,168	68.86
2011-06-04	Run 15,146	685.00
2011-06-04	Run 15,124	555.00
2011-06-04	Run 15,179	755.00
2011-06-04	Run 15,118	635.00
2011-06-04	Run 15,154	150.00
2011-06-04	Run 15,210	765.00
2011-06-04	Run 15,194	150.00
2011-06-04	Run 15,138	655.00
2011-06-04	Run 15,202	635.00
2011-06-04	Run 15,232	695.00
2011-06-05	Run 15,287	705.00
2011-06-05	Run 15,199	715.00
2011-06-05	Run 15,190	150.00
2011-06-05	Run 15,220	685.00
2011-06-05	Run 15,284	38.55
2011-06-05	Run 15,275	93.54
2011-06-05	Run 15,254	150.00
2011-06-05	Run 15,288	575.00
2011-06-05	Run 15,270	575.00
2011-06-05	Run 15,249	655.00
2011-06-05	Run 15,283	675.00
2011-06-05	Run 15,196	685.00
2011-06-05	Run 15,240	87.78
2011-06-05	Run 15,212	785.00
2011-06-05	Run 15,236	86.54
2011-06-05	Run 15,297	100.00
2011-06-06	Run 15,363	745.00
2011-06-06	Run 15,346	200.00
2011-06-06	Run 15,398	20.00
2011-06-06	Run 15,393	715.00
2011-06-06	Run 15,313	725.00
2011-06-06	Run 15,328	615.00
2011-06-06	Run 15,295	735.00
2011-06-06	Run 15,349	150.00
2011-06-06	Run 15,383	415.37
2011-06-06	Run 15,396	725.00
2011-06-06	Run 15,304	675.00
2011-06-06	Run 15,311	785.00
2011-06-06	Run 15,315	535.00
2011-06-06	Run 15,339	575.00
2011-06-06	Run 15,395	745.00
2011-06-06	Run 15,354	715.00
2011-06-06	Run 15,372	100.00
2011-06-06	Run 15,317	143.00
2011-06-06	Run 15,380	545.00
2011-06-07	Run 15,453	82.56
2011-06-07	Run 15,438	715.00

ESCAMBIA COUNTY EMS
1st Quarter FY 2012 Write-Off

Date of Service	Run #	Amount
2011-06-07	Run 15,412	55.25
2011-06-07	Run 15,468	795.00
2011-06-07	Run 15,441	565.00
2011-06-07	Run 15,434	163.87
2011-06-07	Run 15,420	54.66
2011-06-07	Run 15,421	535.00
2011-06-07	Run 15,495	775.00
2011-06-07	Run 15,391	535.00
2011-06-07	Run 15,472	565.00
2011-06-07	Run 15,423	555.00
2011-06-07	Run 15,415	765.00
2011-06-07	Run 15,408	705.00
2011-06-07	Run 15,465	575.00
2011-06-07	Run 15,411	695.00
2011-06-08	Run 15,602	705.00
2011-06-08	Run 15,572	685.00
2011-06-08	Run 15,597	76.13
2011-06-08	Run 15,601	725.00
2011-06-08	Run 15,550	204.50
2011-06-08	Run 15,567	1,055.00
2011-06-08	Run 15,479	440.00
2011-06-08	Run 15,684	100.00
2011-06-08	Run 15,483	725.00
2011-06-08	Run 15,564	715.00
2011-06-08	Run 15,588	20.00
2011-06-08	Run 15,557	595.00
2011-06-08	Run 15,566	755.00
2011-06-08	Run 15,574	605.00
2011-06-08	Run 15,573	665.00
2011-06-08	Run 15,561	20.00
2011-06-08	Run 15,587	615.00
2011-06-08	Run 15,537	81.74
2011-06-08	Run 15,518	705.00
2011-06-08	Run 15,497	545.00
2011-06-08	Run 15,490	535.00
2011-06-08	Run 15,504	735.00
2011-06-08	Run 15,552	875.00
2011-06-08	Run 15,531	535.00
2011-06-08	Run 15,595	20.00
2011-06-09	Run 15,662	715.00
2011-06-09	Run 15,717	89.84
2011-06-09	Run 15,635	43.55
2011-06-09	Run 15,681	535.00
2011-06-09	Run 15,623	715.00
2011-06-09	Run 15,690	655.00
2011-06-09	Run 15,928	665.00
2011-06-09	Run 15,672	755.00
2011-06-09	Run 15,614	95.05
2011-06-09	Run 15,658	100.54

**ESCAMBIA COUNTY EMS
1st Quarter FY 2012 Write-Off**

Date of Service	Run #	Amount
2011-06-09	Run 15,636	83.66
2011-06-09	Run 15,668	100.00
2011-06-09	Run 15,598	745.00
2011-06-09	Run 15,585	765.00
2011-06-09	Run 15,932	755.00
2011-06-09	Run 15,664	655.00
2011-06-09	Run 15,671	82.43
2011-06-09	Run 15,682	765.00
2011-06-10	Run 15,758	815.00
2011-06-10	Run 15,702	725.00
2011-06-10	Run 15,733	150.00
2011-06-10	Run 15,726	106.60
2011-06-10	Run 15,708	450.00
2011-06-10	Run 15,735	695.00
2011-06-10	Run 15,703	85.03
2011-06-10	Run 15,755	88.19
2011-06-10	Run 16,096	715.00
2011-06-10	Run 15,736	755.00
2011-06-10	Run 15,714	605.00
2011-06-10	Run 15,739	80.51
2011-06-10	Run 15,743	605.00
2011-06-10	Run 15,696	725.00
2011-06-10	Run 15,676	705.00
2011-06-11	Run 15,818	85.86
2011-06-11	Run 15,760	585.00
2011-06-11	Run 15,819	200.00
2011-06-11	Run 15,826	575.00
2011-06-11	Run 15,804	785.00
2011-06-11	Run 15,808	100.00
2011-06-11	Run 15,780	825.00
2011-06-11	Run 15,897	83.25
2011-06-11	Run 15,865	555.00
2011-06-11	Run 15,782	685.00
2011-06-11	Run 15,807	150.00
2011-06-11	Run 15,862	94.09
2011-06-11	Run 15,773	71.87
2011-06-11	Run 15,767	775.00
2011-06-11	Run 15,847	725.00
2011-06-11	Run 15,827	715.00
2011-06-11	Run 15,776	535.00
2011-06-11	Run 15,762	150.00
2011-06-11	Run 15,844	755.00
2011-06-12	Run 15,891	715.00
2011-06-12	Run 15,981	725.00
2011-06-12	Run 15,889	575.00
2011-06-12	Run 15,910	100.00
2011-06-12	Run 15,974	84.07
2011-06-12	Run 15,941	535.00
2011-06-12	Run 15,950	150.00

ESCAMBIA COUNTY EMS
1st Quarter FY 2012 Write-Off

Date of Service	Run #	Amount
2011-06-12	Run 15,861	645.00
2011-06-12	Run 15,993	765.00
2011-06-12	Run 15,954	725.00
2011-06-12	Run 15,960	68.31
2011-06-12	Run 15,878	665.00
2011-06-12	Run 15,961	20.00
2011-06-12	Run 15,994	715.00
2011-06-12	Run 15,919	123.00
2011-06-12	Run 15,920	123.00
2011-06-12	Run 15,913	655.00
2011-06-12	Run 15,936	150.00
2011-06-12	Run 15,997	805.00
2011-06-13	Run 16,081	94.36
2011-06-13	Run 15,958	565.00
2011-06-13	Run 15,991	705.00
2011-06-13	Run 16,018	725.00
2011-06-13	Run 16,034	695.00
2011-06-13	Run 16,058	545.00
2011-06-13	Run 16,037	735.00
2011-06-13	Run 15,975	695.00
2011-06-13	Run 16,032	725.00
2011-06-13	Run 16,087	765.00
2011-06-13	Run 16,028	675.00
2011-06-13	Run 16,022	555.00
2011-06-13	Run 16,023	150.00
2011-06-13	Run 16,015	580.00
2011-06-13	Run 16,007	635.00
2011-06-13	Run 16,036	119.00
2011-06-13	Run 15,976	815.00
2011-06-13	Run 16,026	535.00
2011-06-13	Run 16,029	541.00
2011-06-13	Run 16,008	715.00
2011-06-13	Run 16,031	835.00
2011-06-13	Run 15,979	615.00
2011-06-13	Run 16,044	85.00
2011-06-14	Run 16,159	655.00
2011-06-14	Run 16,190	20.00
2011-06-14	Run 16,143	100.00
2011-06-14	Run 16,130	150.00
2011-06-14	Run 16,148	150.00
2011-06-14	Run 16,189	100.00
2011-06-14	Run 16,141	575.00
2011-06-14	Run 16,182	100.00
2011-06-14	Run 16,140	535.00
2011-06-14	Run 16,073	545.00
2011-06-14	Run 16,779	565.00
2011-06-14	Run 16,071	535.00
2011-06-14	Run 16,134	150.00
2011-06-14	Run 16,133	775.00

ESCAMBIA COUNTY EMS
1st Quarter FY 2012 Write-Off

Date of Service	Run #	Amount
2011-06-14	Run 16,085	150.00
2011-06-14	Run 16,067	150.00
2011-06-15	Run 16,312	150.00
2011-06-15	Run 16,197	150.00
2011-06-15	Run 16,265	685.00
2011-06-15	Run 16,245	575.00
2011-06-15	Run 16,217	150.00
2011-06-15	Run 16,270	795.00
2011-06-15	Run 16,234	150.00
2011-06-15	Run 16,256	511.74
2011-06-15	Run 16,193	735.00
2011-06-15	Run 16,241	150.00
2011-06-15	Run 16,310	228.40
2011-06-15	Run 16,229	150.00
2011-06-15	Run 16,191	750.00
2011-06-15	Run 16,185	100.00
2011-06-15	Run 16,157	715.00
2011-06-15	Run 16,230	176.25
2011-06-15	Run 16,232	135.00
2011-06-15	Run 16,179	695.00
2011-06-15	Run 16,311	321.84
2011-06-15	Run 16,168	705.00
2011-06-15	Run 16,172	765.00
2011-06-15	Run 16,239	725.00
2011-06-16	Run 16,325	665.00
2011-06-16	Run 16,332	655.00
2011-06-16	Run 16,366	101.53
2011-06-16	Run 16,289	555.00
2011-06-16	Run 16,367	655.00
2011-06-16	Run 16,257	1,060.00
2011-06-16	Run 16,343	735.00
2011-06-16	Run 16,294	85.03
2011-06-16	Run 16,297	122.88
2011-06-16	Run 16,350	675.00
2011-06-16	Run 16,308	150.00
2011-06-16	Run 16,339	150.00
2011-06-16	Run 16,318	715.00
2011-06-16	Run 16,324	635.00
2011-06-16	Run 16,291	565.00
2011-06-16	Run 16,321	735.00
2011-06-16	Run 16,268	150.00
2011-06-16	Run 16,309	333.38
2011-06-17	Run 16,413	705.00
2011-06-17	Run 16,360	675.00
2011-06-17	Run 16,411	725.00
2011-06-17	Run 16,385	447.98
2011-06-17	Run 16,368	85.86
2011-06-17	Run 16,412	695.00
2011-06-17	Run 16,420	770.00

ESCAMBIA COUNTY EMS
1st Quarter FY 2012 Write-Off

Date of Service	Run #	Amount
2011-06-17	Run 16,427	555.00
2011-06-17	Run 16,375	645.00
2011-06-17	Run 16,403	635.00
2011-06-17	Run 16,404	745.00
2011-06-17	Run 16,429	725.00
2011-06-17	Run 16,430	89.97
2011-06-18	Run 16,577	665.00
2011-06-18	Run 16,514	785.00
2011-06-18	Run 16,466	765.00
2011-06-18	Run 16,488	695.00
2011-06-18	Run 16,537	705.00
2011-06-18	Run 16,439	695.00
2011-06-18	Run 16,463	200.00
2011-06-18	Run 16,536	775.00
2011-06-18	Run 16,471	117.30
2011-06-18	Run 16,492	100.00
2011-06-18	Run 16,440	337.00
2011-06-18	Run 16,425	635.00
2011-06-18	Run 16,491	645.00
2011-06-18	Run 16,589	705.00
2011-06-19	Run 16,575	575.00
2011-06-19	Run 16,664	645.00
2011-06-19	Run 16,638	150.00
2011-06-19	Run 16,652	615.00
2011-06-19	Run 16,627	805.00
2011-06-19	Run 16,665	535.00
2011-06-19	Run 16,582	535.00
2011-06-19	Run 16,622	555.00
2011-06-19	Run 16,603	755.00
2011-06-19	Run 16,602	520.00
2011-06-19	Run 16,611	705.00
2011-06-20	Run 16,685	565.00
2011-06-20	Run 16,774	725.00
2011-06-20	Run 16,773	82.70
2011-06-20	Run 16,720	116.39
2011-06-20	Run 16,744	595.00
2011-06-20	Run 16,680	785.00
2011-06-20	Run 16,692	68.17
2011-06-20	Run 16,648	815.00
2011-06-20	Run 16,688	160.00
2011-06-20	Run 16,675	685.00
2011-06-20	Run 16,742	685.00
2011-06-20	Run 16,679	705.00
2011-06-20	Run 16,752	90.38
2011-06-20	Run 16,728	735.00
2011-06-20	Run 16,732	121.00
2011-06-20	Run 16,771	535.00
2011-06-20	Run 16,695	645.00
2011-06-20	Run 16,620	545.00

ESCAMBIA COUNTY EMS
1st Quarter FY 2012 Write-Off

Date of Service	Run #	Amount
2011-06-20	Run 16,759	20.00
2011-06-20	Run 16,686	575.00
2011-06-21	Run 16,790	755.00
2011-06-21	Run 16,833	119.00
2011-06-21	Run 16,827	545.00
2011-06-21	Run 16,804	765.00
2011-06-21	Run 16,809	139.00
2011-06-21	Run 16,767	595.00
2011-06-21	Run 16,821	90.11
2011-06-21	Run 16,828	685.00
2011-06-21	Run 16,791	99.84
2011-06-21	Run 16,780	795.00
2011-06-21	Run 16,831	193.00
2011-06-21	Run 16,847	107.25
2011-06-21	Run 16,839	565.00
2011-06-21	Run 16,787	54.66
2011-06-21	Run 16,870	755.00
2011-06-22	Run 16,959	519.42
2011-06-22	Run 16,864	50.00
2011-06-22	Run 16,909	153.20
2011-06-22	Run 16,868	575.00
2011-06-22	Run 16,896	150.00
2011-06-22	Run 16,923	460.00
2011-06-22	Run 16,885	80.00
2011-06-22	Run 16,890	100.00
2011-06-22	Run 16,898	755.00
2011-06-22	Run 16,888	133.00
2011-06-22	Run 16,857	625.00
2011-06-22	Run 16,883	85.31
2011-06-22	Run 16,930	615.00
2011-06-22	Run 16,882	725.00
2011-06-22	Run 16,936	705.00
2011-06-22	Run 16,926	555.00
2011-06-22	Run 16,901	78.46
2011-06-23	Run 17,040	535.00
2011-06-23	Run 16,945	645.00
2011-06-23	Run 16,996	715.00
2011-06-23	Run 17,032	555.00
2011-06-23	Run 16,947	535.00
2011-06-23	Run 16,953	600.00
2011-06-23	Run 17,048	785.00
2011-06-23	Run 17,086	705.00
2011-06-23	Run 17,042	725.00
2011-06-23	Run 17,002	73.25
2011-06-23	Run 17,057	655.00
2011-06-23	Run 17,068	26.67
2011-06-23	Run 17,027	745.00
2011-06-23	Run 17,096	735.00
2011-06-23	Run 17,041	20.00

ESCAMBIA COUNTY EMS
1st Quarter FY 2012 Write-Off

Date of Service	Run #	Amount
2011-06-23	Run 17,095	615.00
2011-06-23	Run 17,001	655.00
2011-06-23	Run 16,989	755.00
2011-06-23	Run 16,999	200.00
2011-06-23	Run 17,075	695.00
2011-06-24	Run 17,189	715.00
2011-06-24	Run 17,137	112.10
2011-06-24	Run 17,098	150.00
2011-06-24	Run 17,110	397.32
2011-06-24	Run 17,142	675.00
2011-06-24	Run 17,119	875.00
2011-06-24	Run 17,153	347.32
2011-06-24	Run 17,148	665.00
2011-06-24	Run 17,206	535.00
2011-06-24	Run 17,112	70.78
2011-06-24	Run 17,214	51.64
2011-06-24	Run 17,200	91.21
2011-06-24	Run 17,223	745.00
2011-06-24	Run 17,166	575.00
2011-06-24	Run 17,109	745.00
2011-06-24	Run 17,111	535.00
2011-06-25	Run 17,247	565.00
2011-06-25	Run 17,356	600.00
2011-06-25	Run 17,243	715.00
2011-06-25	Run 17,308	615.00
2011-06-25	Run 17,273	655.00
2011-06-25	Run 17,320	655.00
2011-06-25	Run 17,272	705.00
2011-06-25	Run 17,239	535.00
2011-06-25	Run 17,219	81.19
2011-06-25	Run 17,255	83.11
2011-06-25	Run 17,224	615.00
2011-06-25	Run 17,249	111.65
2011-06-25	Run 17,240	83.94
2011-06-25	Run 17,235	635.00
2011-06-25	Run 17,310	97.64
2011-06-25	Run 17,209	755.00
2011-06-25	Run 17,279	108.08
2011-06-25	Run 17,274	150.00
2011-06-25	Run 17,211	815.00
2011-06-25	Run 17,230	565.00
2011-06-25	Run 17,258	645.00
2011-06-25	Run 17,268	865.00
2011-06-25	Run 17,283	845.00
2011-06-26	Run 17,325	605.00
2011-06-26	Run 17,342	220.00
2011-06-26	Run 17,398	715.00
2011-06-26	Run 17,312	555.00
2011-06-26	Run 17,294	810.00

ESCAMBIA COUNTY EMS
1st Quarter FY 2012 Write-Off

Date of Service	Run #	Amount
2011-06-26	Run 17,344	705.00
2011-06-27	Run 17,436	705.00
2011-06-27	Run 17,437	100.00
2011-06-27	Run 17,404	645.00
2011-06-27	Run 17,431	590.00
2011-06-27	Run 17,456	745.00
2011-06-27	Run 17,506	555.00
2011-06-27	Run 17,472	352.20
2011-06-27	Run 17,499	745.00
2011-06-27	Run 17,402	100.00
2011-06-27	Run 17,442	187.00
2011-06-27	Run 17,470	545.00
2011-06-27	Run 17,490	665.00
2011-06-27	Run 17,488	795.00
2011-06-28	Run 17,579	100.00
2011-06-28	Run 17,487	575.00
2011-06-28	Run 17,524	615.00
2011-06-28	Run 17,576	150.00
2011-06-28	Run 17,527	85.03
2011-06-28	Run 17,627	150.00
2011-06-28	Run 17,630	183.40
2011-06-28	Run 17,586	575.00
2011-06-28	Run 17,533	150.00
2011-06-28	Run 17,531	855.00
2011-06-28	Run 17,496	585.00
2011-06-28	Run 17,492	665.00
2011-06-28	Run 17,556	785.00
2011-06-28	Run 17,603	775.00
2011-06-29	Run 17,692	775.00
2011-06-29	Run 17,664	685.00
2011-06-29	Run 17,683	535.00
2011-06-29	Run 17,634	545.00
2011-06-29	Run 17,713	98.60
2011-06-29	Run 17,707	545.00
2011-06-29	Run 17,600	665.00
2011-06-29	Run 17,669	575.00
2011-06-29	Run 17,588	785.00
2011-06-29	Run 17,678	585.00
2011-06-29	Run 17,644	615.00
2011-06-29	Run 17,699	745.00
2011-06-29	Run 17,590	315.60
2011-06-29	Run 17,720	565.00
2011-06-29	Run 17,708	545.00
2011-06-29	Run 17,695	555.00
2011-06-29	Run 17,646	805.00
2011-06-30	Run 17,816	745.00
2011-06-30	Run 17,807	464.99
2011-06-30	Run 17,783	575.00
2011-06-30	Run 17,763	695.00

ESCAMBIA COUNTY EMS
1st Quarter FY 2012 Write-Off

Date of Service	Run #	Amount
2011-06-30	Run 17,768	785.00
2011-06-30	Run 17,810	710.00
2011-06-30	Run 17,751	585.00
2011-06-30	Run 17,748	545.00
2011-06-30	Run 17,758	775.00
2011-06-30	Run 17,827	555.00
2011-07-01	Run 17,814	150.00
2011-07-01	Run 17,889	150.00
2011-07-01	Run 17,883	825.00
2011-07-01	Run 17,848	845.00
2011-07-01	Run 17,872	545.00
2011-07-01	Run 17,922	565.00
2011-07-01	Run 17,871	815.00
2011-07-01	Run 17,897	785.00
2011-07-01	Run 17,898	955.00
2011-07-01	Run 17,881	565.00
2011-07-01	Run 17,911	725.00
2011-07-01	Run 17,855	655.00
2011-07-01	Run 17,885	625.00
2011-07-01	Run 17,884	885.00
2011-07-01	Run 17,856	565.00
2011-07-01	Run 17,930	254.76
2011-07-01	Run 17,915	745.00
2011-07-02	Run 17,990	665.00
2011-07-02	Run 17,947	640.00
2011-07-02	Run 17,892	665.00
2011-07-02	Run 18,036	20.00
2011-07-02	Run 17,987	575.00
2011-07-02	Run 17,988	585.00
2011-07-02	Run 17,927	625.00
2011-07-02	Run 18,015	88.35
2011-07-02	Run 18,031	745.00
2011-07-02	Run 17,951	705.00
2011-07-02	Run 17,912	615.00
2011-07-02	Run 18,037	685.00
2011-07-02	Run 17,992	150.00
2011-07-02	Run 17,959	735.00
2011-07-03	Run 18,063	675.00
2011-07-03	Run 18,123	595.00
2011-07-03	Run 18,010	825.00
2011-07-03	Run 18,078	85.86
2011-07-03	Run 18,046	745.00
2011-07-03	Run 18,086	83.27
2011-07-03	Run 18,132	1,045.00
2011-07-03	Run 18,096	565.00
2011-07-03	Run 18,053	705.00
2011-07-03	Run 18,119	805.00
2011-07-03	Run 18,141	695.00
2011-07-03	Run 18,047	565.00

ESCAMBIA COUNTY EMS
1st Quarter FY 2012 Write-Off

Date of Service	Run #	Amount
2011-07-03	Run 18,060	725.00
2011-07-04	Run 18,094	625.00
2011-07-04	Run 18,101	645.00
2011-07-04	Run 18,222	765.00
2011-07-04	Run 18,157	545.00
2011-07-04	Run 18,115	735.00
2011-07-04	Run 18,135	685.00
2011-07-04	Run 18,189	625.00
2011-07-04	Run 18,160	725.00
2011-07-04	Run 18,116	705.00
2011-07-05	Run 18,266	715.00
2011-07-05	Run 18,290	745.00
2011-07-05	Run 18,332	645.00
2011-07-05	Run 18,313	815.00
2011-07-05	Run 18,315	595.00
2011-07-05	Run 18,279	755.00
2011-07-05	Run 18,244	715.00
2011-07-06	Run 18,370	695.00
2011-07-06	Run 18,432	565.00
2011-07-06	Run 18,446	150.00
2011-07-06	Run 18,401	545.00
2011-07-06	Run 18,398	605.00
2011-07-06	Run 18,443	725.00
2011-07-06	Run 18,379	745.00
2011-07-06	Run 18,452	565.00
2011-07-07	Run 18,496	805.00
2011-07-07	Run 18,570	695.00
2011-07-07	Run 18,510	545.00
2011-07-07	Run 18,524	565.00
2011-07-07	Run 18,471	715.00
2011-07-07	Run 18,525	725.00
2011-07-07	Run 18,470	825.00
2011-07-07	Run 18,564	775.00
2011-07-08	Run 18,654	440.00
2011-07-08	Run 18,630	665.00
2011-07-08	Run 18,667	615.00
2011-07-08	Run 18,602	565.00
2011-07-08	Run 18,599	765.00
2011-07-09	Run 18,771	595.00
2011-07-09	Run 18,752	665.00
2011-07-09	Run 18,709	775.00
2011-07-09	Run 18,734	150.00
2011-07-11	Run 18,957	645.00
2011-07-12	Run 19,020	715.00
2011-07-12	Run 19,102	725.00
2011-07-12	Run 19,049	555.00
2011-07-12	Run 19,072	745.00
2011-07-13	Run 19,133	665.00
2011-07-14	Run 19,249	565.00

ESCAMBIA COUNTY EMS
1st Quarter FY 2012 Write-Off

Date of Service	Run #	Amount
2011-07-15	Run 19,346	585.00
2011-07-15	Run 19,396	555.00
2011-07-15	Run 19,440	645.00
2011-07-17	Run 19,579	595.00
2011-07-17	Run 19,615	585.00
2011-07-18	Run 19,699	545.00
2011-07-18	Run 19,668	535.00
2011-07-19	Run 19,855	745.00
2011-07-19	Run 19,836	410.00
2011-07-20	Run 19,944	615.00
2011-07-20	Run 19,988	755.00
2011-07-20	Run 19,985	684.82
2011-07-20	Run 19,927	555.00
2011-07-21	Run 20,096	70.23
2011-07-21	Run 20,043	635.00
2011-07-23	Run 20,256	645.00
2011-07-23	Run 20,280	655.00
2011-07-23	Run 20,381	535.00
2011-07-23	Run 20,245	575.00
2011-07-25	Run 20,390	675.00
2011-07-29	Run 20,755	585.00
2011-07-30	Run 20,918	755.00
2011-07-31	Run 21,062	695.00
2011-08-03	Run 21,354	575.00
2011-08-04	Run 21,469	735.00
2011-08-05	Run 21,610	705.00
2011-08-05	Run 21,525	795.00
2011-08-06	Run 21,710	675.00
2011-08-07	Run 21,772	565.00
2011-08-09	Run 21,989	150.00
2011-08-10	Run 22,073	705.00
2011-08-12	Run 22,246	675.00
2011-08-14	Run 22,474	605.00
2011-08-16	Run 22,683	715.00
2011-08-16	Run 22,661	555.00
2011-08-17	Run 22,788	615.00
2011-08-18	Run 22,897	535.00
2011-08-19	Run 23,022	725.00
2011-08-20	Run 23,033	565.00
2011-08-24	Run 23,545	685.00
2011-08-29	Run 23,953	575.00
2011-08-29	Run 23,995	605.00
2011-09-01	Run 24,300	575.00
2011-09-07	Run 24,844	555.00
2011-09-12	Run 25,367	545.00
2011-09-12	Run 25,352	615.00
2011-09-13	Run 25,374	555.00
2011-09-17	Run 25,875	715.00
2011-09-18	Run 25,918	545.00

ESCAMBIA COUNTY EMS
1st Quarter FY 2012 Write-Off

Date of Service	Run #	Amount
2011-09-18	Run 25,925	620.00
Total Requested BDWO Balance:		1,559,240.50
Total # of Claims:	3,431	

jc
3-7-12



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-2344

Clerk & Comptroller's Report 14. 3.

BCC Regular Meeting

Meeting Date: 04/05/2012

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 following documents provided to the Clerk to the Board's Office:

A. *The Florida Department of State, Division of Library and Information Services, State Aid to Libraries Grant Agreement*, Project Number: 12-ST-91, West Florida Public Library System - Escambia County, as approved by the Board on August 18, 2011, and received in the Clerk to the Board's Office on March 19, 2012; and

B. The Settlement Agreement regarding The Free Will Baptist Church; and Nancy H. Aguillard, Diane H. Norton, and Charles A. Hudson, as the Trustees of the Richard A. Hudson Trust dated May 24, 1999 v. Escambia County, Florida, Case No. 2011 CA 002225, involving property located at 7251 North Century Boulevard, as approved by the Board on January 19, 2012, and received in the Clerk to the Board's Office on March 23, 2012.

Attachments

CR Backup

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-34. Approval of Various Consent Agenda Items – Continued

29. See Page 32.

30. Approving, and authorizing the Chairman to sign, the *Florida Department of State, Division of Library and Information Services State Aid to Libraries Grant Agreement* for Fiscal Year 2011-2012, including any related documents necessary to implement any award received, pending Legal review and approval, without further action of the Board (Funding Source: the Grant amount shall be calculated in accordance with Chapter 257, Florida Statutes, and guidelines of the State Aid to Libraries Grant Program, with funds distributed in two payments; the first payment will be requested upon execution of the Agreement, and the remaining payment will be made by June 30, 2012).

31. Taking the following action regarding the Public Library Construction Grant Application for the Old Molino Elementary School Renovation Project (Funding Source: Fund 351/352, Local Option Sales Tax II/III – at least \$500,000 in required matching funds):
- A. Approving the resubmission of the Public Library Construction Grant Application to the Florida Department of State, Division of Library and Information Services, for the Old Molino Elementary School Renovation Project, with a requested amount of \$500,000;
 - B. Adopting the authorizing Resolution (*R2011-127*) as part of the Grant Application packet; and
 - C. Authorizing the Chairman to sign the Resolution and Certificate of Application in the Grant Application packet, and all other Grant-related documents relevant to this Project, pending Legal review and approval, without further action of the Board.



**ESCAMBIA COUNTY ADMINISTRATION
TRANSMITTAL MESSAGE**

Date: 03-19-2012

TO: Doris Harris, Deputy Clerk
BCC: 08-18-2011
CAR II-30 Florida Department of State, Division of Library and Information Services, State Aid to Libraries Grant Agreement

Please Initial and Date
Below on Line Provided

slg 3/19/2012

Shirley Gafford, Program Coordinator, County Administration

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

Thank you.

LC for 3/19/12

Doris Harris, Deputy Clerk

CLERK OF THE BOARD OF
COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FL.
MAR 19 P 2:53

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

MINUTES OF THE ATTORNEY-CLIENT SESSION – Continued

AGENDA NUMBER – Continued

2. Attorney-Session Regarding The Free Will Baptist Church et. al v. Escambia County, Florida

Motion made by Commissioner White, seconded by Commissioner Valentino, and carried 4-0, with Commissioner Robinson absent for the vote, regarding The Free Will Baptist Church; and Nancy H. Aguillard, Dianne H. Norton, and Charles A. Hudson, as the Trustees of the Richard A. Hudson Trust Dated May 24, 1999 v. Escambia County, Florida, approving to offer to settle the lawsuit under the following conditions:

- A. The County will convey a standard deed to the property described in Official Records Book 1571, at Page 650, to Nancy H. Aguillard, Diane H. Norton, and Richard A. Hudson, as Trustees of the Richard A. Hudson Trust dated May 24, 1999, in exchange for payment of \$22,247; the County is to provide the deed; and
- B. Plaintiffs are to bear all closing costs, provide release acceptable to the County Attorney, and bear all other expenses and taxes associated with accepting and recording the deed in the public records.

ADJOURNMENT

There being no further business to come before the Board, Chairman Robertson declared the Attorney-Client Session of the Board of County Commissioners adjourned at 4:21 p.m.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Ernie Lee Magaha
Clerk of the Circuit Court & Comptroller

By: _____
Wilson B. Robertson, Chairman

Deputy Clerk

Approved: February 2, 2012



**ESCAMBIA
COUNTY**

INTER-OFFICE MEMORANDUM

TO: Doris Harris, Deputy Clerk
FROM: *SGW* Stephen G. West, Assistant County Attorney
DATE: March 23, 2012
RE: Freewill Baptist Church, et al. vs. Escambia County, Florida (Property located at 7251 North Century Blvd./BCC 1/19/2012 Meeting)

Attached please find the original Settlement Agreement regarding the above-referenced matter. Once the deed is recorded by the plaintiffs, I will provide you a copy for your files.

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

SGW:bjs

Attachments

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

RECEIVED
MAY 23 PM 4:47
DORIS LEE HARRIS
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-2346 **Clerk & Comptroller's Report** **14. 4.**

BCC Regular Meeting

Meeting Date: 04/05/2012

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 March 15, 2012;
- B. Approve the Minutes of the Attorney-Client Session held March 15, 2012;
- C. Approve the Minutes of the Regular Board Meeting held March 15, 2012; and
- D. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held March 8, 2012.

Attachments

Minutes and Reports

REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA WORK SESSION
HELD MARCH 15, 2012
BOARD CHAMBERS, FIRST FLOOR, ESCAMBIA COUNTY GOVERNMENTAL COMPLEX
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:03 a.m. – 10:48 a.m.)

Present: Commissioner Wilson B. Robertson, Chairman, District 1
Commissioner Gene M. Valentino, Vice Chairman, District 2
Commissioner Grover C. Robinson IV, District 4
Commissioner Kevin W. White, District 5
Commissioner Marie K. Young, District 3
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

1. FOR INFORMATION: The agenda package for the 5:30 p.m., March 15, 2012, Regular Board Meeting, was reviewed as follows:
 - A. County Administrator Oliver, County Attorney Rogers, Judy H. Witterstaeter, Administrative Assistant, County Administrator's Office, and Randy Wilkerson, Executive Director, Neighborhood Enterprise Foundation, Inc., reviewed the agenda cover sheet; Marcie Whitaker, City of Pensacola, commented concerning Item 7B, and Edwin A. "Buz" Eddy and Don Suarez commented concerning the 5:31 p.m. Public Hearing;
 - B. Patricia L. Sheldon, Clerk and Comptroller's Administrator of Financial Services, reviewed the Clerk's Report;
 - C. T. Lloyd Kerr, Director, Development Services Department, reviewed the Growth Management Report;
 - D. Judy H. Witterstaeter, Administrative Assistant, County Administrator's Office, and Joy D. Blackmon, Director, Public Works Department, reviewed the County Administrator's Report; and
 - E. Commissioner Robinson, Commissioner Valentino, and Commissioner Robertson each reviewed his add-on item, and Patricia L. Sheldon, Clerk and Comptroller's Administrator of Financial Services, and Collier Merrill, respectively, commented concerning Commissioner Robinson's and Commissioner Valentino's add-on items.

AGENDA WORK SESSION: March 15, 2018

NAME

DEPARTMENT/AGENCY

1	David Missetwhite	I.T.
2	Mike Womack	PS
3	Claudia Lemmon	Deval
4	Deborah Taylor	M & B
5	W. P. W.	P/W
6	DDA web	FACILITIES MET
7	J. Braywell	BCC DI
8	Cam Johnson	PIO
9	Kelly Cooke	PIO
10	Brandi Ziglar	PIO
11	CHUCK WINTHALL	WINTHALL & ASSOC.
12	Larry Ake	BCSD
13	Sandra Slay	Env Enfore
14	Jane Gray	SELF
15	Kim Jordan	ECAT
16	Bug Eddy	City of Gulf Breeze
17	Vernon Pritchard	" " " "
18	Don Arney	City of Pensacola
19	Collier Merrill	Merrill Land Company
20	Shirley Hafford	CAO
21	Tonya Grant	CAO
22	Randy Wilkerson	NEFI
23	Joy Black	PW
24	Jane Arney	Admin
25	Keith Wilkins	C+E
26	Ryan Ross	Legal
27	LLOD KERR	ASD
28	WAYNE Hughes	V.P. McVay Motors Inc.
29	Diane Simpson	Co. Atty Office
30	Diane Simpson	BCC-2

AGENDA WORK SESSION: March 15, 2017

NAME


DEPARTMENT/AGENCY

1	Louis Cooper	PNJ
2	Rawn Jocke	BCC Dist's
3	Donna Price	donations
4	Marilyn Whitaker	City Housing
5	Cheryl Lewis	CAO
6	Don + E. Barber	City
7	Amy Lowry	MBS
8	Charlie Conroy	GIS
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AGENDA WORK SESSION: March 15, 2018

NAME

DEPARTMENT/AGENCY

1	Patty Sheldon	Clerk & Comptroller Finance
2	Doris Harris	Clerk to the Board
3	R. Ly Oliver	County Administrator
4	Judy Witterstaeter	CAO
5	Wilson Jackson	BCC
6	Gene M. Galantus	BCC
7	Marc Young	BCC
8	Grover Robinson	BCC
9	KEVIN WHITE	BCC
10		City Atty
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REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP OF THE
BOARD OF COUNTY COMMISSIONERS
HELD MARCH 8, 2012
BOARD CHAMBERS, FIRST FLOOR, ESCAMBIA COUNTY GOVERNMENTAL COMPLEX
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:05 a.m. – 11:09 a.m.)

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

AGENDA NUMBER

1. Call To Order

Chairman Robertson called the Committee of the Whole (C/W) to order at 9:05 a.m.

2. Was the Meeting Properly Advertised?

The C/W was advised by Doris Harris, Deputy Clerk to the Board, that the Meeting was advertised in the Pensacola News Journal on March 3, 2012, in the *Board of County Commissioners – Escambia County, Florida, Meeting Schedule March 5- March 9, 2012, Legal No. 1556072*.

3. Fiscal Year 2012-2013 Budget Update

A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *Escambia County Budget Preparation Fiscal Year 2012/2013*, presented by County Administrator Oliver, and the C/W:

(1) Was advised by County Administrator Oliver that:

(a) An estimated 2% decrease in the assessment roll is anticipated for Fiscal Year 2012-2013, and every 1% decrease is approximately \$1 million (*reduced in tax revenues*);

(Continued on Page 2)

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

3. Continued...

A. Continued...

(1) Continued...

- (b) Florida Retirement System contributions are expected to increase, which, at the current published rates, if enacted, will increase the County's cost by approximately \$150,000;
- (c) A 1% across-the-board pay increase will equate to approximately \$600,000 for the Board and other Elected Officials, and \$600,000 for the Sheriff;
- (d) The County is in the process of bidding out health, life, and dental insurances, and every 1% increase in health insurance costs equates to approximately \$132,200, of which the County's portion would be \$110,500;
- (e) Every \$.10 per gallon increase in gasoline & diesel prices equates to a \$167,000 budget increase;
- (f) The three-year COPS (*Community Oriented Policing Services*) grant awarded to the Sheriff, in the amount of \$3,344,620, or \$1,114,873 per year, will become a General Fund expenditure when the grant expires on September 30, 2012;
- (g) The State is currently seeking to change (*via HB 5301, "Medicaid Budget Conforming Bill*) to a no-oversight method whereby all Counties will be required to pay full Medicaid charges, including disputed charges, which will cost the County between \$2.1 and \$6 million; and
- (h) The total potential deficit for Fiscal Year 2012-2013 is estimated to be between \$5.4 and \$9.3 million;

(2) Was further advised by County Administrator Oliver that:

- (a) Staff's goals for the Fiscal Year 2012-2013 Budget will be to maintain current ad valorem revenue and reserve levels, and reduce levels of service and eliminate programs to balance the Budget;

(Continued on Page 3)

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

3. Continued...

A. Continued...

(2) Continued...

(b) A reduction in force, if necessary, will be handled in a considerate, supportive, and respectful way;

(c) Staff recommends that Board hold funding the Pensacola Bay Area Chamber of Commerce to the growth in the Electric Franchise Fee that would have been earned without an increase in the electric rate, and decrease the County's contribution to the PEDC (*Pensacola-Escambia Promotion and Development Commission*) to match the City of Pensacola's contribution; and

(d) The County's current contribution for the operation of the regional library system, which is operated by the City of Pensacola, is approximately \$3,318,353, or 72.3% of the shared costs; furthermore, the agreement with the City requires notice by May 1 to make changes or opt out; and

(3) Heard a motion from Commissioner White to authorize the County Administrator to send a letter to the City of Pensacola (*concerning the County's option to opt out of the Agreement to fund the regional library system [the motion was seconded by Commissioner Valentino; however, the CW did not vote on the motion]*); and

B. Board Direction – None.

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

4. Perdido Key Master Plan

- A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *Perdido Key Master Plan*, presented by T. Lloyd Kerr, Director, Development Services Department; and
- B. Board Direction – The C/W recommends that the Board direct staff and the Development Services Department to proceed with advertising the Request for Letters of Interest for the Perdido Key Master Plan and, during the same time frame, identify an alternate funding source, for adoption by the Board.

Recommended 5-0

5. AICUZ (Air Installations Compatible Use Zones) Map Revision

- A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *AIPD Map Revisions*, presented by T. Lloyd Kerr, Director, Development Services Department, and the C/W:
 - (1) Was advised by Commissioner Robertson that he will support the map revisions if the Board receives assurance that the Federal Government will compensate property owners affected by the revisions;
 - (2) Was advised by Mr. Kerr that the Board has the following options:
 - (a) Take no action concerning the proposed AIPD map revisions and maintain the current maps;
 - (b) Adopt the proposed AIPD map revisions;
 - (c) Withhold taking any action concerning the maps until staff secures a funding source for payment of potential claims; or
 - (d) Place a moratorium, for a minimum of six months, on all properties affected by the map revisions, to allow staff an opportunity to speak with Navy Officials with regards to modifications to the proposed map revisions and to identify funding sources;
 - (3) Was advised by County Attorney Rogers that a moratorium could be put in place to prevent any upzonings or rezonings; and

(Continued on Page 5)

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

5. Continued...

A. Continued...

- (4) Was advised by Mr. Kerr that, at the Board's direction, staff will work with the County Attorney to draft an Ordinance to create a moratorium; and

B. Board Direction – None.

6. Perdido Methodist Church Skate Area

- A. Board Discussion – The CW was advised by County Administrator Oliver that Perdido Methodist Church has requested that the Board consider leasing, for \$1 per year, the skate park located in the church area, and that the Church has agreed to take responsibility of all future general maintenance, which will be subject to inspections by the Parks and Recreation Department; and

- B. Board Direction – The CW recommends that the Board approve proceeding into a final lease agreement with the Perdido Methodist Church for an Escambia County Skate Park, with the agreement to include a 30-day "out clause" that will allow the County to terminate the agreement if the County's costs increase.

Recommended 4-1, with Commissioner White voting "no"

7. Affordable Housing

- A. Board Discussion – The CW discussed Affordable Housing, and the CW:

- (1) Was advised by County Administrator Oliver that staff is in favor of the proposed affordable housing project; however, based on certain projects (i.e., Royal Arms Apartments, Maison DeVille Apartments, and Wellington Arms Apartments) this particular firm (*Progressive Management of America, Inc.*) has been affiliated with, staff does not support moving forward with the project (*regarding which the Board will be asked to approve the issuance of revenue bonds, in one or more series, for financing 356-unit multi-jurisdictional, multi-family residential facilities in Escambia County for persons of low or moderate income*); and

(Continued on Page 6)

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

7. Continued...

A. Continued...

- (2) Heard the request from Commissioner Robertson that this item be rescheduled for a future C/W Workshop, after Commissioner Cole has had the opportunity to meet with the County Administrator, the County's Grant Coordinator, and Randy Wilkerson (*Executive Director, Neighborhood Enterprise Foundation, Inc.*) in order to "sell or convince" County staff on the request being made; and

B. Board Direction – None.

Speaker(s):

Robert A. Cole
Mike Chesser

(Commissioner White and Commission Young were absent during discussion of this item)

8. Escambia County's Logo

- A. Board Discussion – The C/W heard the request from County Attorney Rogers for Board direction regarding a proposed Ordinance to adopt an official County Seal; and
- B. Board Direction – The C/W recommends that the Board authorize the scheduling and advertising of a Public Hearing (*for April 5, 2012, at 5:31 p.m.*) for consideration of adopting an Ordinance designating the Seal (*Logo approved by the Board on August 27, 1985*), which depicts the Blue Angels flying over the Gulf of Mexico, as the Official Seal of Escambia County, Florida.

Recommended 5-0

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

9. Fortune-tellers and Clairvoyant – Amending Escambia County Ordinance 90-22

- A. Board Discussion – The C/W heard the request from County Attorney Rogers for Board direction regarding a proposed Ordinance to repeal all County requirements for permitting of fortunetelling or clairvoyants; and
- B. Board Direction – The C/W recommends that the Board authorize the scheduling and advertising of a Public Hearing (*for April 5, 2012, at 5:32 p.m.*) for consideration of adopting an Ordinance repealing Ordinance 90-22, relating to Fortune Tellers, Clairvoyants, etc.

Recommended 5-0

10. Amending the Santa Rosa Island Non-Ad Valorem Special Assessment Ordinance

- A. Board Discussion – The C/W heard the request from County Attorney Rogers for Board regarding a proposed Ordinance to establish the Board's authority to waive penalties and interest accrued on delinquent annual assessments for Santa Rosa Island; and
- B. Board Direction – The C/W recommends that the Board authorize the scheduling and advertising of a Public Hearing (*for April 5, 2012, at 5:33 p.m.*) for consideration of adopting an Ordinance amending the Santa Rosa Island Non Ad Valorem Special Assessment Ordinance (*Part I, Chapter 46, Section 46-214, of the Escambia County Code of Ordinances*), providing for the authority to waive penalties and interest accrued on delinquent annual assessments.

Recommended 4-1, with Commissioner White voting "no"

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

ANNOUNCEMENTS

1. For Information: The C/W was advised by Commissioner Robinson that:
 - A. The Senate will be voting on the RESTORE Act (*Resources and Ecosystems Sustainability, Tourism, Opportunities, and Revived Economy of the Gulf Coast Act of 2011*) as an amendment to its (\$109 billion) Transportation Bill; and
 - B. A House Bill (*HB 5301, the "Medicaid Budget Conforming Bill"*) regarding Medicaid, if approved, will require the County to pay 85% of its past due amount owed to the State for Medicaid.

2. For Information: The C/W:
 - A. Was advised by Commissioner Valentino that he received a letter from Mr. W.E. Grimsley Jr., requesting that the Board consider naming the new Escambia County Sheriff's substation, located at Navy Boulevard and Elmer Street, the "W.E. Grimsley Building," after his father; and
 - B. Heard the request from Commissioner Robinson that Mr. Grimsley's request go through the appropriate County process.

AGENDA NUMBER – Continued

11. Adjourn

Chairman Robertson declared the C/W Workshop adjourned at 11:09 a.m.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2310 **Growth Management Report** **14. 1.**
BCC Regular Meeting **Action**
Meeting Date: 04/05/2012
Issue: At Large Appointments to the Escambia County Planning Board
From: T. Lloyd Kerr, AICP, Department Director
Organization: Development Services

Information

RECOMMENDATION:

Recommendation Concerning At-Large Appointments to the Escambia County Planning Board

That the Board take the following action concerning two at-large appointments/reappointments to the Escambia County Planning Board:

- A. Approve reappointing Karen Sindel to a two-year term, effective April 6, 2012, through April 5, 2014;
- B. Approve appointing David Luther Woodward to fill the unexpired term of Mr. Steven Barry, effective April 5, 2012, through April 15, 2013, to fill the unexpired term of Steven Barry, who resigned March 16, 2012; and
- C. Authorize the County Administrator to send a letter of appreciation to Mr. Steven Barry for his service on the Escambia County Planning Board.

BACKGROUND:

The Escambia County Land Development Code, Article 2, Section 2.12.02 and 2.12.03, specify two-year staggered terms of office for at-large members of the Planning Board. Ms. Karen Sindel was previously appointed to fill the unexpired term of Ms. Mary Ann Hunt, who resigned. Ms. Sindel has expressed a desire to serve another term on the Planning Board. Mr. Dave Woodward has expressed a desire to be appointed to the Planning Board. Their resumes are attached for your review.

BUDGETARY IMPACT:

No budgetary impacts are expected as a result of the recommended Board action.

LEGAL CONSIDERATIONS/SIGN-OFF:

NA

PERSONNEL:

No additional personnel are anticipated for the implementation of this recommended Board action.

POLICY/REQUIREMENT FOR BOARD ACTION:

In accordance with the LDC Article 2 Section 2.12.02 , the Board of County Commissioners approval is required for all appointments/reappointments to the Boards and Committees established by the Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

Upon appointment of the at-large member by the Board, the appointee will serve the required terms of office and fulfill the duties of their respective board membership.

Attachments

Karen Sindel Resume

David L. Woodward Resume

KAREN SINDEL

ESCAMBIA COUNTY PLANNING BOARD APPOINTEE

PROFILE

Community volunteer appointed as an "At Large" member of the Escambia County Planning Board Fall 2010. Previously appointments to the Escambia County Planning Board (as the District 2 representative) include one term under Commissioner Mike Bass; one term under Commissioner Tim Wright; one term under Commissioner Bill Dickson; one term under Commissioner Gene Valentino.

PROFESSIONAL EXPERIENCE

FLORIDA ASSOCIATION OF LOCAL HOUSING FINANCE AUTHORITIES
EXECUTIVE DIRECTOR September 2001 - October 2010

Served as Executive Director a non profit corporation consisting of private and public professionals dedicated to financing affordable single family and multi-family housing in the State of Florida.

Full responsibility for bottom line factors, including organization growth; recruiting and securing major national corporate clients; membership recruitment and retention; coordinating legislative efforts with lobbyist.

Responsible for monthly financial evaluation of company results; overseeing pricing and purchasing decisions.

Key Achievements:

- *Maintained and expanded client base, new joint ventures and alliances.
- *Planned, coordinated, executed and secured funding for annual state wide conference.
- *Substantially improved productivity while reducing operational costs.
- *Ended every year with a profit.

KAREN SINDEL

OWNER
KAREN SINDEL CONSULTING
1994 - Present

As a licensed real estate broker and mortgage broker, I serve as a consultant to clients with specific financial requirements.

Key Achievements:

- *Coordinating a market analysis and strategic plan for a condominium developer's high end clients.
- *Developed a successful sales strategy for a waterfront community in Alabama.
- *Developed and implemented a "closing packet" program for clients purchasing out of state properties.

DIRECTOR OF FUND RAISING
JUNIOR ACHIEVEMENT OF GEORGIA
1993 - 1994

Served as Director of Fund Raising and Marketing for a statewide non for profit. Developed and implemented strategic plans for corporate supported fund raising. Accountable for staffing; strategic directives; training and performance optimization of event teams. Fully responsible for new business development; client management and joint ventures and alliances.

Key Achievements:

- *Increased company revenue.
- *Increased corporate allances.
- *Increased company visibility.

PRESIDENT
JUNIOR ACHIEVEMENT OF NORTHWEST FLORIDA
1991 - 1993

President of internationally recognized non for profit's Northwest Florida basis of operations. Fully responsible for all bottom-line factors including long range strategic planning; P&L management; product management and distribution; client management; new business development; volunteer recruitment, training and growth. Provided cross functional management; directed staff, provided oversight of over 200 volunteers and coordinated activities with forty-eight Board Members.

Key Achievements:

- *Winner of National Summit Award.
- *Brought the company from \$36K in debt to showing a profit in less than one fiscal year.
- *Created new business allances.
- *Opened a satellite office in another county.

KAREN SINDEL

MARCH OF DIMES BIRTH DEFECTS FOUNDATION
EXECUTIVE DIRECTOR 1989 - 1991

Served as Executive Director for the March of Dimes Birth Defects Foundation of Northwest Florida. Responsible for all fund raising and educational activities in Northwest Florida. Spearheaded strategic planning; event development; educational objectives and volunteer recruitment. Responsible for P&L; marketing implementation and corporate recognition.

Key Achievements:

- *Increased special event income over 100%.
- *Increased local recognition of educational opportunities.
- *Co-authored the State of Florida's first Healthy Start grant.
- *Documented a statistical drop in low birthweight newborns for Northwest Florida.

EDUCATION

Bachelor of Arts * Huntingdon College - Montgomery, Alabama

COMMUNITY SERVICE

Escambia County Planning Board Appointee
Navy League Board Member

THE LAW OFFICES OF DAVID LUTHER WOODWARD, P. A.
International and Domestic Representation
Transactions • Litigation • Appeals

DAVID LUTHER WOODWARD
B.A., J.D. (Florida State University) • LL.M. (University of London)
Florida • Oklahoma • Texas

1415 Lemhurst Road
Post Office Box 4475
Pensacola • Florida • 32507-0475 • U.S.A.

March 21, 2012

+1 850 456 4010
Facsimile +1 850 456 1955
DLW@WoodLaw.Pro

The Hon. Kevin White
Escambia County Commission
P. O. Box 1591
Pensacola, FLORIDA 32591-1591

Dear Mr. White

It has come to my attention that there is an upcoming vacancy on the Escambia County Planning Board and I would appreciate your consideration for me as a candidate for that office. For detail I have attached a copy of the résumé, but let me tell you a little bit about myself.

I was born in Louisiana while my father, a native Pensacolian, was serving as the chaplain to Fort Polk. My mother was a native of and member of a pioneer family that settled in the Florida Parishes in Louisiana—those which are east of the Mississippi and constituted the historic Republic of West Florida. I grew up in De Funiak Springs.

My wife and I moved back to the Panhandle in late 1997 and I have practiced law here since that time. For the past several years I have served on the Citizen Advisory Committee to the Florida/Alabama Transportation Planning Organization and my colleagues on that committee have entrusted the chairmanship to me for the past several years. I have enjoyed that bit of public service and think that this experience along with my legal background will be an asset to the board.

You will also note in the résumé that I have served as an attorney for the U. S. Department of Agriculture; as an Assistant Attorney General of Florida; and as the founding Appellate Public Defender for the State of Oklahoma. All of these positions along with the variety of work I have experienced in my private practice have prepared me to serve on a body such as the planning board.

I would really enjoy visiting with you and discussing this opportunity. Please feel free to phone me at any time in that regard. Thanking you for your consideration, I remain

Always sincerely

/s/ David L. Woodward

David Luther Woodward

dlw/me



David Luther Woodward

1415 Lemhurst Road
Pensacola, Florida 32507

+1 (850) 456-4010

ACCOMPLISHMENTS

David Luther Woodward was educated in the public schools of Alabama, Georgia and Florida, earned his undergraduate and professional law degrees at The Florida State University at Tallahassee, and did post-professional studies at the London School of Economics. A lawyer admitted to practice in Florida, Oklahoma and Texas, he has practiced in each of those states.

A mature practitioner, the biographee, upon his admission to the practice of law, worked for not only the federal government, but also for the governments of two states, where he served not only in professional, but also management capacities. His further experience includes large and small firm practice, criminal and civil, international and domestic, office and courtroom.

An accomplished journalist, he worked his way through undergraduate school as a writer, photographer, and editor for the Tallahassee *Democrat*, and subsequent to earning his bachelor of arts he worked as an industrial engineer providing data for business decisions for a primary defense contractor in the airframe industry.

EMPLOYMENT

Sole Practitioner **2002-present**
The Law Offices of David Luther Woodward, P. A. Pensacola, Florida

Civil, commercial, business, and real property practice including professional malpractice litigation; commercial and international representation in transactions and litigation, appeals, bankruptcy representation and litigation, admiralty and private international law; trained and qualified mediator/arbitrator in civil, commercial, business, real property, personal injury, bankruptcy (debtor and creditor) and private international law matters

Lawyer/of counsel **1998-2001**
Reeves and Davis Pensacola, Florida

Civil, commercial, business, and real property practice including professional malpractice litigation; commercial and international representation in transactions and litigation, bankruptcy representation and litigation, admiralty and private international law; trained and qualified mediator/arbitrator in civil, commercial, business, real property, personal injury, bankruptcy (debtor and creditor) and private international law matters.

Lawyer/Managing Counsel **1997-1998**
Bond & Botes, P. C. Pensacola, Florida

A volume private practice limited to the representation of individual clients in consumer Chapter 7 and 13 bankruptcy proceedings in the United States Bankruptcy Court for the Northern District of Florida..

Responsibilities: Management of Pensacola office of a multi-state firm with offices in Alabama, Mississippi and North Carolina the practice of which is limited to the representation of persons in financial distress and who may be likely candidates for bankruptcy relief. The Pensacola office involved the supervision of one other Florida lawyer, an office business manager, two paralegal technicians and a receptionist/scheduler. Employee relations, client relations, and the "hands-on" management of the business and professional work-load and -flow situations constituted the responsibilities beyond that of practicing law including advising clients of their lawful options and representing them thereafter in court.

Lawyer/Of Counsel **1985-1997**
The Law Offices of David Luther Woodward **Dallas, Texas**
Private practice incorporating mediation and arbitration, including *Of Counsel* affiliations with Bennett & Kurtzman, 1991-93; Sapp & Madden, Dallas and Austin, 1991; Guest & Associates, 1990-91; Brice & Barron, 1985-86.

Responsibilities: Civil, commercial, business, real property and personal injury practice including professional malpractice litigation; commercial and international representation in transactions and litigation, bankruptcy representation and litigation (debtor, creditor and trustee representation), admiralty and private international law; trained and qualified mediator/arbitrator in civil, commercial, business, real property, personal injury, bankruptcy (debtor and creditor) and private international law matters.

Lawyer **1983-84**
Jones, Gungoll, Jackson, Collins & Dodd **Enid, Oklahoma**

Responsibilities: Civil, commercial, business, real property and personal injury practice including professional malpractice litigation; commercial and international representation in transactions and private international law.

Appellate Public Defender/State of Oklahoma **1980-81**
Appellate Public Defendant Project **Norman, Oklahoma**
University of Oklahoma College of Law
State Appellate Public Defender/Visiting Instructor (joint appointment)

Responsibilities: Appellate Public Defender for and Special Counsel to the Appellate Public Defender Project, Oklahoma Center for Criminal Justice, establishing, managing and directing the activities of the office of the state appellate public defender with a joint university appointment teaching courses in advanced appellate advocacy.

Lawyer/Sole Practice **1974-80**
The Law Offices of David Luther Woodward, Chartered **Tampa, Florida**
a professional corporation
successor to The Law Offices of Rose & Woodward, Chartered

Responsibilities: Civil, commercial, business, real property and personal injury practice including litigation; commercial and international representation in transactions and litigation, bankruptcy representation and litigation admiralty and private international law.

Lawyer **1973-74**
The Law Offices of Rose & Woodward, Chartered **Tampa, Florida**
a professional corporation

Responsibilities: Civil, commercial, business, real property and personal injury practice including litigation; commercial and international representation in transactions and litigation, bankruptcy representation and litigation admiralty and private international law.

Assistant Attorney General/State of Florida **1971-73**
Office of the Attorney General **Tampa, Florida**
Department of Legal Affairs
The State of Florida

Responsibilities: Representation of The State of Florida in criminal appeals, federal litigation and prosecutions in administrative proceedings for state regulatory agencies.

Trial Attorney/General **1970**
Office of the General Counsel **Washington, D.C.**
United States Department of Agriculture

Responsibilities: Trial Attorney General for the Regulatory Division, U. S. Department of Agriculture, prosecuting law proceedings under the Acts of Congress which are in the charge of the Department.

Industrial Engineer/Product Labor Analyst
Lockheed-Georgia Company

1965-1968
Marietta, Georgia

Responsibilities: Industrial engineer and product labor analyst involved with costs analyses and labor/hour projections for airframe projects including the C130, C141, C5 and the military JetStar as well as their civilian applications, the Lockheed 1011 and civilian JetStar, and the shared cost design parameters for the Boeing 747. Specific duties included direct estimation of flight test expenses in terms of labor/hours and dollars, as well as costs for PARMODS and retro-fits for international military sales. Employment included intelligence clearances.

Junior Executive Trainee
Rich's, Inc.

1967
Atlanta, Georgia

Responsibilities: Training program for college graduates leading to merchandising position and personnel and service positions within dominant Southeastern retailer.

Photograph/Writer/Section Editor
The Tallahassee Democrat

1961-65
Tallahassee, Florida

Responsibilities: Part- and full-time employment during undergraduate educational career including sports, spot news, society and political coverage for general circulation daily newspaper serving Tallahassee and a significant portion of North Florida. Over the period of time duties changed to include editing Sunday magazine and writing feature stories. Received awards for both photographic and written coverage of breaking events including Hurricane Donna.

EDUCATION

Master of Laws
London School of Economics and Political Science
University of London

1982
London, England

Field of Study: International commercial law and comparative constitutional law.

Activities: Involved in organization for foreign students and appeared to discuss comparative law subjects on the BBC.

Juris Doctor
The College of Law
The Florida State University

1967-69
Tallahassee, Florida

Major: Second and third years of degree program leading to *Juris Doctor*

Activities: Involved in moot court competition, founding member and clerk of the Terrell Chapter of Phi Alpha Delta Law Fraternity

The Lamar School of Law
Emory University

1966-67
Atlanta, Georgia

Major: Freshman law year.

Bachelor of Arts
The College of Arts and Sciences
The Florida State University

1961-65
Tallahassee, Florida

Double Major: Economics and Music

Double Minor: Business and Mediæval to 17th Century English literature

Activities: Part- and full-time employment during undergraduate educational career including sports, spot news, society and political coverage for general circulation daily newspaper serving Tallahassee and a significant portion of North Florida. Over the period of time duties changed to include editing Sunday

magazine and writing feature stories. Received awards for both photographic and written coverage of breaking events including Hurricane Donna.

Carey College
Freshman year (1960-61)

Hattiesburg, Mississippi

Major: College preparatory school: Music

Minor: None declared

PUBLICATIONS

- *A day in Crown Court*, 47 Fla.B.J. 291 (1973)
- *The argument for oral argument*, 52 Okla.B.J. 767 (1981)
- Book review: *Eyewitness Testimony*, by Loftus, 34 Okla.L.Rev. 205 (1981)
- *A day in the Court of Justice of the European Communities*, 54 Okla.B.J.1101 (1983)
- With Butler: *The American contingency fee--fact and fiction*, 80 Law Society's [of England and Wales] Gazette 917 (1983)
- *Reciprocal recognition and enforcement of civil judgments in the United States, the United Kingdom and the European Economic Community*, 8 N.C.J.Int'l L &Com.Reg. 299 (1983)

SKILLS

- Negotiator, arbiter, mediator and litigator
- Skilled technical, legal and journalistic writer and researcher
- Accomplished in computer applications including programming
- Experienced in costs analyses and budgeting
- Office manager

REFERENCES

- Stephen C. Cheeseman, esquire
701 South Howard Avenue, Suite 202
Tampa, Florida 33606-2473
Telephone +1 (813)223-4007
- Mr. Frank M. M^cLaughlin III
The MaxSearch Companies
3525 Turtle Creek Boulevard
Dallas, Texas 75219
Telephone +1 (214) 599-0171
- Herbert T. Schwartz, esquire
Bailey & Galyen
18333 Egret Bay Boulevard
Suite 120
Houston, Texas 77058
Telephone +1 (281) 335-7744



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2311 **Growth Management Report** **14. 2.**
BCC Regular Meeting **Action**
Meeting Date: 04/05/2012
Issue: At- Large Reappointment to the Escambia County Board of Adjustment
From: T. Lloyd Kerr, AICP, Department Director
Organization: Development Services

Information

RECOMMENDATION:

Recommendation Concerning the Reappointment of an At-large Board of Adjustment Member

That the Board approve reappointing CDR John N. Lund, USN (Ret.), to the Escambia County Board of Adjustment at-large position for a two year term, effective April 6, 2012, through April 5, 2014.

BACKGROUND:

The Escambia County Land Development Code, Article 2, Section 2.03.02 and 2.03.03 specify two-year staggered terms of office for at-large members of the Board of Adjustment. Mr. John Lund's term of office expires April 5, 2012, and requires either reappointment or appointment of a new at-large member. The nominee has expressed a desire to serve on the Escambia County Board of Adjustment and his resume is attached for your review.

BUDGETARY IMPACT:

No budgetary impacts are expected as a result of the recommended Board action.

LEGAL CONSIDERATIONS/SIGN-OFF:

NA

PERSONNEL:

No additional personnel are anticipated for the implementation of this recommended Board action.

POLICY/REQUIREMENT FOR BOARD ACTION:

In accordance with the Section 1,B.1. Appointment Policy and Procedures, the Board of County Commissioners' Policy Manual, Board approval is required for all appointments/reappointments to Boards/Committees established by the Board of County Commissioners. The requested action complies with the LDC Article 2, Section 2.03.02 and Section 2.03.03, pertaining to terms of office for at-large members of the BOA.

IMPLEMENTATION/COORDINATION:

Upon appointment of the at-large member by the Board, the appointee will serve the required terms of office and fulfill the duties of their respective board membership.

Attachments

CDR John N.Lund Resume

CDR. JOHN N. LUND USN (RET.)

106 S. TARRAGONA ST. ♦ PENSACOLA, FL 32502

(850) 554-6810 ♦ jnlund@aol.com

Extremely experienced, goal-oriented Director with multiple graduate degrees and a 20 plus year record of successful Leadership in both military and municipal environments. An accomplished Executive with a history of identifying and analyzing complex issues and problems in management areas, designing and implementing solutions. A proven Financial Administrator with direct experience managing budgets in excess of \$21B and staffs ranging in size from 15 to 75 members. A Talented leader with experience directing highly skilled management teams to support the achievement of overall project goals and objectives. *Core competencies include:*

- Project/Program Management
 - Strategic Planning
 - Leadership
 - Budgeting
 - Team Building
 - Financial Management
 - Practice Management
 - Regulatory Compliance
 - Systems Management
-

SECURITY CLEARANCE

Top Secret/SCI (Updated August 2008)

EDUCATION

- Masters in Business Administration, Financial Management (2007), Naval Postgraduate School
- Master of Science, Industrial Management (1996), Northern Illinois University
- Bachelor of Arts, Political Science (1983), University of Illinois

CAREER EXPERIENCE

Project Management	Over 20 years of experience in Project Management, Leadership, Coordination and Analysis working with diverse budgets, assets and personnel. Representing the government, personally directed the design and completion of four construction projects totaling \$16.9M. As a private contractor successfully completed three electrical infrastructure contracts for the government totaling \$5.1M.
Budget and Financial Management	A qualified Financial Manager. Developed financial statements and constructed, analyzed and executed budgets ranging from \$60K to \$21.5B. Personally conducted a comprehensive analysis of a military Personnel Budget that uncovered a shortfall of \$47M.
Strategic Planning	Adept at strategic corporate personnel growth. Restructured and grew organizations. Participated in the development of a practical and executable plan for growing an organization from 175K to 202K personnel in less than three years.
Leadership	Handpicked to lead the Centennial Navy Marine Corps Relief Society fund drive for all Department of the Navy organizations in Northwest Florida. Result: Highest grossing fund drive in history.
Practice Management	Experienced personnel recruiter with extensive experience in training and team development. Extensive experience in professional standards and product quality control.
Team Building	Experience in leveraging knowledge of change management and organizational behavior to improve organizational practices during periods of significant realignment and change. Fully versed in corporate ethical standards. Led the transition from an open community to a secure military base following the events of 9/11. Result: No security incidents during two year tenure.
Systems Management	Conducted a complete analysis and replacement of all computer and security systems for an organization of 300 personnel. This analysis included operational audits, cost/benefit analysis, systems design and development, and overall productivity.

CAREER HISTORY

INTEGRATED POWER SOLUTIONS, LLC, **President and Chief Financial Officer**

- Developed and initiated a Start-up Small Business providing contracting services in the fields of high voltage power distribution, renewable power, and electrical infrastructure construction.
- Directly responsible for all business development and corporate financial management. Other responsibilities included overseeing corporate investor relations, building and analyzing corporate financial statements, creating corporate performance objectives.
- Successfully bid and executed \$5.1M in government contracts in FY 2010 and 2011.
- Results: Sold controlling interest at a profit after two years.

OFFICE OF THE ASSISTANT SECRETARY OF THE NAVY (OASN), FINANCIAL MANAGEMENT AND COMPTROLLER (FM&C), **Program Manager / Lead Financial Analyst**

- Lead Financial Management Analyst working directly for the Deputy Assistant Secretary of the Navy overseeing the US Marine Corps' Military Personnel and Operations / Maintenance accounts. Provided Program Management, Variance Analysis, Forecasting, Budget Planning, and Auditing for the \$13.5B and \$8B accounts.
- Conducted a complete analysis of planned future budgets based on planned increases in end strength and identified underfunding of both budgets by a total of \$47M. Result: Completely funded and executable budgets through FY 2015.

NAVAL POSTGRADUATE SCHOOL, **MBA in Financial Management**

- The Financial Management concentration emphasized Strategic Vision and Budgeting, Funds Management, Cost Management and Analysis, Control, and Auditing. Specifically this coursework resulted in the ability to acquire and analyze financial data and communicate the results to a diverse audience, including maintaining an integrated financial information systems and appropriate internal controls to ensure timely, accurate, and consistent financial information, and assure the completeness and integrity of financial reports.

NAVAL AVIATION SCHOOLS COMMAND, NAS Pensacola, FL., **Head Administrator, Director of Advanced Officer Training**

- Directed all administration efforts for the changing needs of an organization responsible for the training of 500 students annually with a staff of 50 personnel.
- Responsible for formulating, implementing and managing all aspects of internal organization policy, resulting in a 20% reduction in personnel costs during a time of military to civilian transition.

COMMANDER FLEET ACTIVITIES, Chinhae, Republic of South Korea, **Chief of Staff, Deputy Base Commander**

- Deputy Mayor Equivalent. Supervised a staff of 80 personnel. Responsible for the daily operations, morale and security for a community of 300 residents on an 80 acre post. No significant personnel or infrastructure issues during two year tenure.
- Planned and executed a \$4.5M budget, not including personnel costs. Conceived, negotiated and supervised four construction projects totaling \$16.9M.
- Planned and implemented major infrastructure improvements, major projects included a new base communication and warning system and the under grounding of the towns entire electrical distribution system.

NAVAL AIR RESERVE CENTER, Great Lakes Naval Training Center, **Executive Officer, Chief Operating Officer**

- Coordinated the successful mobilization of 500 reserve forces worldwide, to include combat operations in the Balkans and training exercises in Thailand, Korea and Europe.
- Evaluated the overall deployment results through the effective implementation of Personnel Assessment tools and Cost Analysis, achieving a significant increase in the effectiveness of future deployments.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2378

Growth Management Report 14. 1.

BCC Regular Meeting

Consent

Meeting Date: 04/05/2012

Issue: Schedule of Public Hearings

From: T. Lloyd Kerr, AICP, Department Director

Organization: Development Services

Information

RECOMMENDATION:

Recommendation Concerning the Scheduling of a Public Hearing

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

Thursday May 3, 2012

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

Case No.: **Z-2012-04**

Location: 3041 Olive Rd

Property Reference No.: 17-1S-30-4204-000-001

Reference No.:

Property Size: 2.35 (+/-) acres

From: R-4, Multiple-Family District, (cumulative) Medium-High Density

To: R-6, Neighborhood Commercial and Residential District, (cumulative) High Density

FLU Category: MU-U, Mixed Use Urban

Commissioner District: 4

District:

Requested by: Susan James Thibodeaux

Case No.: **Z-2012-05**

Location: 7595 Scenic Hwy

Property Reference No.: 06-1S-29-1009-000-000

Reference No.:

Property Size: 7.7(+/-) acres

From: R-1/C-1, Single-Family District (Low Density) and Retail Commercial (cumulative)

To: C-1, Retail Commercial (cumulative)

FLU Category: MU-U, Mixed-Use Urban
Commissioner District 4
Requested by: George Rothbauer, Agent for James McKelvey, Jr., Owner

Case No.: Z-2012-06
Location: 6208 Highway 29 N
Property Reference No.: 04-2N-31-4306-000-000
Property Size: 11.3 (+/-) acres
From: V-5, Villages Clustered Residential District
To: VR-2, Villages Rural Residential District
Flu Category: RC, Rural Community
Commissioner District: 5
Requested by: Melanie Edmonson, Agent for Kathyne Carpenter, Owner

Case No.: Z-2012-07
Location: 10095 Hillview Rd
Property Reference No.: 53-1S-30-2000-000-000; 53-1S-30-2000-000-005; 53-1S-30-2000-000-001
Property Size: 13.06 (+/-) acres
To: R-4, Multi-Family District (cumulative) Medium-High Density
From: R-5, Urban Residential/ Limited Office District, (cumulative) High Density
Flu Category: MU-U, Mixed-Use Urban
Commissioner District: 5
Requested by: Jesse W. Rigby and William J. Dunaway, Agents for The Baptist Manor, Inc.; Baptist Health Care Corporation and Olson Land Partners, LLC., Owners



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2336

County Administrator's Report 14. 1.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 04/05/2012

Issue: 5:32 p.m. Public Hearing Request - Woodside Estates Subdivision Street Lighting MSBU

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning a 5:32 p.m. Public Hearing Request for the Woodside Estates Subdivision Street Lighting MSBU - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize the scheduling of a Public Hearing on April 17, 2012, at 5:32 p.m., to consider adoption of an Ordinance creating the Woodside Estates Subdivision Street Lighting Municipal Services Benefit Unit (MSBU).

BACKGROUND:

The property owners in Woodside Estates 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-2296

County Administrator's Report 14. 2.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 04/05/2012

Issue: Assignment of Auditing Contract

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning Assignment of the Annual Audit Contract - Amy Lovoy, Management & Budget Services Department Director

That the Board approve and authorize the Chairman to sign the Assignment and Amendment of Agreement between Escambia County, Florida, and O'Sullivan Creel, L.L.P., to Warren Averett, L.L.C., which allows the assignment of the annual audit Contract to Warren Averett, L.L.C.

BACKGROUND:

In 2009 the County awarded the annual audit contract to O'Sullivan, Creel. This firm has merged with Warren Averett. This Board action will allow the assignment of this contract to the new firm with the same terms and conditions.

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

OSullivan Creel Contract Assignment

Warren Averett Leter

**ASSIGNMENT AND AMENDMENT OF AGREEMENT BETWEEN
ESCAMBIA COUNTY, FLORIDA AND O'SULLIVAN CREEL, L.L.P. TO
WARREN AVERETT, L.L.C.**

THIS ASSIGNMENT AND AMENDMENT OF AGREEMENT WITH CONSENT

("Assignment") is made this _____ day of _____ 2012,
by and among Escambia County, Florida, a political subdivision of the State of Florida,
with the administrative address of 221 Palafox Place, Pensacola, Florida 32502
(hereinafter referred to as "the County") and O'Sullivan Creel, L.L.P., a company
authorized to do business in the State of Florida, whose principal address is 316 South
Baylen Street, Suite 300, Pensacola, Florida 32502 (hereinafter referred to as the
"Assignor"), and Warren Averett, L.L.C., a foreign limited liability company authorized to
do business in the State of Florida, whose principal address is 2500 Acton Road,
Birmingham, AL 35243 (hereinafter referred to as "Assignee").

WITNESSETH:

WHEREAS, the County entered into a Contract with Assignor on July 14, 2009;
and

WHEREAS, Assignor merged its operations into the Assignee; and

WHEREAS, Assignor now desires to assign all of its rights, duties and
obligations under the Contract to Assignee for such assignment; and

WHEREAS, Assignee now desires to accept an assignment of Assignor's rights,
duties and obligations under the Contract; and

WHEREAS, the Parties hereto have agreed to revise certain provisions relating
to the Project Team.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants
and agreements set forth herein, the receipt and sufficiency of which are hereby
acknowledged, County, Assignor, and Assignee hereby agree as follows:

1. The Contract is hereby assigned to Assignee, and Assignee accepts such assignment, and the County and Assignor consent to such assignment, subject to the terms and conditions set forth in this Assignment. All rights, duties and obligations of Assignor under the Contract shall become the right, duties and obligations of Assignee immediately upon this Assignment becoming effective.

2. County, Assignor and Assignee agree to the assumption of the performance of the Contract by Assignee, and to the release of Assignor from any further performance under the Contract.

3. The Parties further agree to replace Article 22 of the Agreement with the following:

Article 22 – Project Team

Project Team members may be subject to the approval of the County.

4. The Contract and all terms and conditions therein shall remain unaltered and in full force and effect and are hereby ratified and confirmed in all respects, as hereinabove amended. Any reference in the Contract or in any instrument, document or consideration executed or delivered pursuant to the Contract to “this Agreement”, “hereof”, “hereto”, and “hereunder” and similar references thereto shall be deemed and construed to be a reference to the Contract, as amended by this Assignment.

5. This Assignment and Amendment of Agreement will be governed by and construed in accordance with the laws of the State of Florida, without giving effect to otherwise applicable principles of conflicts of law. This Assignment and Amendment of Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which, when taken together, will be deemed to constitute but one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Assignment and Amendment of Agreement on the respective dates under each signature: Escambia County through its Board of County Commissioners, signing by and through its Chairman, duly authorized to execute same by Board action on __ day of _____ 2012, and O'Sullivan Creel, L.L.P., signing by and through its Partner duly authorized to execute same, and Warren Averett, L.L.C., signing by and through its Member duly authorized to execute same.

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its authorized Board of County Commissioners.

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Wilson B. Robertson, Chairman

(Seal) _____
Deputy Clerk

This document approved as to form and legal sufficiency.

By: _____
Title: _____
Date: 3/7/12

ASSIGNOR:
O'SULLIVAN CREEL, L.L.P.

Witness

By: _____
Partner

Print Name

Date: _____

Witness

Print Name

**ASSIGNEE:
WARREN AVERETT, L.L.C.**

Witness

Print Name

Witness

Print Name

By: _____
Member

Date: _____

WARREN AVERETT

O'SULLIVAN CREEL

Certified Public Accountants | Business & Financial Consultants

February 26, 2012

Ms. Alison P. Rogers, County Attorney
Escambia County Board of County Commissioners
221 Palafox Place, Ste. 430
Pensacola, Florida 32502

316 South Baylen Street
Suite 300
P.O. Box 12646
Pensacola, FL 32591-2646

850.435.7400
Fax: 850.435.2888

www.warrenaverett.com

Dear Ms. Rogers:

As you are aware, O'Sullivan Creel, LLP is party to a five year contract to perform audit services for Escambia County and the Constitutional Officers. The audit contract covers fiscal years ended/ending September 30, 2009 through 2013.

We recently announced the combining of our firm with Warren Averett Kimbrough Marino of Birmingham and Wilson Price Barranco Blankenship & Billingsley PC, of Montgomery. Our new legal entity is Warren Averett, LLC and we will be co-branding for a period of time along the Gulf Coast as Warren Averett O'Sullivan Creel.

The joining of our firms into Warren Averett, LLC allows us to strengthen our resources and talents in servicing our clients and forms one of the Southeast's premier accounting firms. Our commitment to the County remains our number one priority and we intend to continue performing all services in the same manner and in accordance with the terms of our existing contract.

Please advise me of the steps needed to modify or amend our contract to reflect our new legal name of Warren Averett, LLC as the party performing under the contract. We also plan to soon issue the final audit reports for the fiscal year ended September 30, 2011 under the name of "Warren Averett O'Sullivan Creel, a business unit of Warren Averett, LLC".

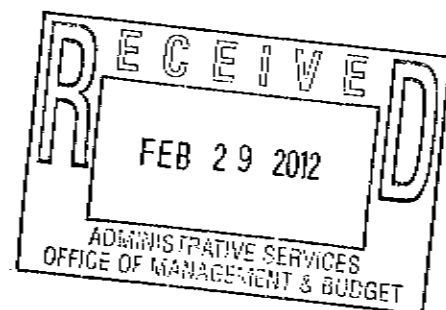
If you have any questions, please call me at 444-7204.

Sincerely,



Jack A. Rowell, CPA
Warren Averett O'Sullivan Creel,
a business unit of Warren Averett, LLC.

cc: Randy Oliver, CPA, County Administrator
Amy Lovoy, Management Services Bureau
Patty Sheldon, CPA, CGFO, CPFO, CPFIM





BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2297

County Administrator's Report 14. 3.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 04/05/2012

Issue: Surplus and Sale of Two Forklifts at the Pensacola Civic Center

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning Surplus and Disposition of Property for the Pensacola Civic Center - Amy Lovoy, Management and Budget Services Department Director

That the Board approve the surplus and disposition of two forklifts (Asset No. 44332 and 51158) for the Pensacola Civic Center. The request to surplus two forklifts from the Pensacola Civic Center was made in September of 2011, and the forklifts were subsequently sold for \$2,750 at auction. However, the paperwork for permission to surplus the equipment never made it to the Board of County Commissioners. This request is to obtain the required Board approval.

BACKGROUND:

The request to surplus two forklifts from the Pensacola Civic Center were made in September of 2011 and were subsequently sold for \$2,750 at auction. However, the paperwork for permission to surplus the equipment never made it to the Board of County Commissioners. This request is to obtain the required Board approval.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2287

County Administrator's Report 14. 4.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 04/05/2012

Issue: Interlocal Agreement for National Pollutant Discharge Elimination System (NPDES) Permit

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

Organization: Public Works

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning Interlocal Agreement between Escambia County and the Town of Century for National Pollutant Discharge Elimination System Permit Management Services - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action regarding the Interlocal Agreement between Escambia County and its co-permittee the Town of Century for National Pollutant Discharge Elimination System (NPDES) Permit Management Services:

- A. Approve the Interlocal Agreement between Escambia County and the Town of Century for NPDES Permit Management Services; and
- B. Authorize the Chairman to sign the Interlocal Agreement and any subsequent Agreement and related documents, including time extensions.

Pursuant to Section 163.01, Florida Statutes, Escambia County and co-permittee the Town of Century have approved the concept of intergovernmental cooperation to effectively manage the National Pollutant Discharge Elimination System Permit #FLS000019-03, issued January 1, 2012. Escambia County and the Town of Century have agreed upon a fee schedule for payment of services provided by the County. The Agreement will be effective for a period of five years and/or the duration of the NPDES permit cycle.

BACKGROUND:

Pursuant to Section 163.01, Florida Statutes, Escambia County and co-permittee the Town of Century have approved the concept of intergovernmental cooperation to effectively manage the National Pollutant Discharge Elimination System (NPDES) Permit # FLS000019-03, issued January 1, 2012. Escambia County and the Town of Century have agreed upon a fee schedule for payment of services provided by the County. The agreement will be effective for a period of five years and/or the duration of the NPDES permit cycle.

BUDGETARY IMPACT:

No budgetary impacts are expected. The Town of Century and FDOT will reimburse Escambia County for the cost of NPDES Permit Management Services annually as designated in each Interlocal Agreement.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Interlocal Agreement was approved by the County Attorney's Office and found to be in order and legally sufficient.

PERSONNEL:

Escambia County personnel will provide the services listed in the Interlocal Agreement. No additional personnel are necessary to perform these services.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires BCC approval of Interlocal Agreements.

IMPLEMENTATION/COORDINATION:

The Interlocal Agreement will be approved and executed by the Town of Century. Requirements of the Interlocal Agreement will be implemented by Escambia County personnel.

Attachments

NPDES Interlocal Agreement

**INTERLOCAL AGREEMENT
BETWEEN ESCAMBIA COUNTY AND
THE TOWN OF CENTURY
FOR NPDES PERMIT SERVICES AND PERMIT FEES**

This is an Agreement between Escambia County, a political subdivision of the State of Florida, whose administrative offices are located at 221 South Palafox Street, Suite 420, Pensacola, Florida, 32591-1591, its successors and assigns, through its Board of County Commissioners, hereinafter referred to as "County", and the Town of Century, a Florida municipal corporation, whose administrative offices are located at 7995 North Century Boulevard, Century, Florida 32535, hereinafter referred to as "Town", entered into this ____ day of April, 2012.

WITNESSETH:

WHEREAS; the County and the Town desire to protect and promote the public health, safety, and general welfare through the management of stormwater runoff; and

WHEREAS; pursuant to the Federal Clean Water Act (CWA), Section 402(p)(2), certain political entities are required to implement stormwater management programs within certain time frames; and

WHEREAS; pursuant to the CWA requirements, the United States Environmental Protection Agency (EPA) has developed regulations under the National Pollutant Discharge Elimination System (NPDES) permit program published as Part 40 of the Code of Federal Regulations (C.F.R.) Section 122.26 on November 16, 1990, 55 FR 47990; and

WHEREAS; the County and the Town, along with co-permittees the City of Pensacola and the Florida Department of Transportation (FDOT), have been issued NPDES Permit #FLS000019-003 on January 1, 2012, herein referred to as "Permit", by the Florida Department of Environmental Protection (FDEP); and

WHEREAS; the County has developed the capability to perform some of the required tasks specified in the Permit; and

WHEREAS; the County and the Town have approved the concept of intergovernmental cooperation to effectively manage stormwater runoff and to meet Permit requirements; and

WHEREAS; the County and the Town have agreed upon a fee schedule for the Town to pay for services provided by the County; and

NOW THEREFORE IN CONSIDERATION of the mutual covenants herein, the parties do hereby agree as follows:

1. The County agrees to provide the Town with applicable data, reports, records, or other documents for the Permit's required Ambient Water Monitoring Program. These responsibilities will include; Ambient Monitoring, Total Maximum Daily Load (TMDL), and BMP Effectiveness Evaluation. A total of 20 samples will be taken and evaluated from the Escambia River as part of this program. These responsibilities will be carried out by the County's Water Quality and Land Management Division.
2. The County agrees to provide the Town with applicable data, reports, records, or other documents related to the Illicit Discharge Detection Program. These responsibilities include inspection of five outfalls located within the Town's City limits once a year to investigate signs of possible illicit discharges. This responsibility will be carried out by the Public Works Department. If an illicit discharge is found, additional monitoring may be required to locate and eliminate the source of the illicit discharge as required in the Permit. Additional monitoring, if needed, will be conducted by the Water Quality and Land Management Division at a cost of \$100.00 per sample with an estimated three samples expected per detected discharge. It is the Town's responsibility to follow up with education and outreach events in the area(s) in which the illicit discharge was detected, as required by the Permit.
3. The County agrees to provide the Town with educational and outreach literature. The Town of Century agrees to distribute the literature to the Town's residents. A receipt will be given showing the materials provided to be used as documentation to meet the requirements of the Permit. This will be provided by the Public Works Department.
4. The County agrees to provide annual training to Town staff, as required by the Permit. Training will be conducted by the Public Works Department.
5. The County will conduct one (1) Regional Roundup event per year, as required by the Permit. It is the Town's responsibility to choose a location and advertise the event.
6. The County shall provide written Stormwater Pollution Prevention and Management Program and Standard Operating Procedures that will meet the requirements of MS4 Stormwater Permit (FLS 000019-03), which will state in the preamble that they cover the Town "where applicable". The Town shall prepare Standard Operating Procedures for all activities that are conducted by Town personnel.
7. The County shall provide the Town with all applicable data, records, maps, and other documentation related to activities set forth in this agreement. This documentation is to be kept at City Hall for the Town's record-keeping.

8. The County shall provide the Town with advance notification of County-wide events related to NPDES education and outreach events such as Earth Day, workshops, classes, media programs, etc. The Town shall advertise such events locally for Town residents.
9. The Town agrees to pay the County \$2,400.00 per year to compensate the County for services provided during the term of the Permit, excluding additional monitoring, as referenced above. Funds will be provided in response to annual invoices from the County to the Town for services previously rendered.
10. The parties hereto, their respective elected officials, officers, and employees shall not be deemed to assume any liability for the acts, omissions or negligence of the other party. The County and the Town, as local governmental bodies of the State of Florida, shall be fully responsible for their individual negligent acts or omissions which result in claims or suits against their respective jurisdictions and agree to be fully liable for any damages proximately caused by said acts or omissions. No party shall at any time be responsible for negligent or tortuous acts of the other party. Nothing herein is intended to serve as a waiver of sovereign immunity by either party to which state sovereign immunity applies and nothing herein shall be construed as consent by them to be sued by third parties in any matter arising out of this Agreement.
11. The County shall commence and complete the Project with all practicable dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable State and Federal laws.
12. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
13. The agreement shall expire in five (5) years from the effective date of the agreement, but may be renewed throughout the life of the permit on an annual basis by mutual agreement of the parties. Either party may terminate this Agreement upon ninety (90) days written notice to the other party.
14. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such instances, the remainder would then continue to the terms and requirements of applicable laws.
15. This agreement represents the entire and integrated agreement between the County and the Town and supersedes all prior negotiations, representations or agreements whether written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of the County and the Town.
16. This Agreement shall become effective when filed with the Office of the Clerk of Court of Escambia County, Florida.

In witness hereof, the County and the Town have caused this Agreement to be executed by their authorized representatives on the day and year first written above.

Board of County Commissioners
Escambia County, Florida

Wilson B. Robertson, Chairman

ATTEST: ERNIE LEE MAGAHA
CLERK OF CIRCUIT COURT

(SEAL) _____
Deputy Clerk

This document approved as to form and legal sufficiency

By Kristin Angel
Title ACM
Date 3/20/12

BCC DATE APPROVED:

TOWN OF CENTURY, a Florida municipal corporation acting through its duly authorized Town Council signing by and through its Mayor

By: _____
Freddie W. McCall, Mayor

Date: _____

ATTEST: _____
TOWN CLERK



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2326

County Administrator's Report 14. 5.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 04/05/2012

Issue: Request for Disposition of Property

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 eight Request for Disposition of Property Forms for the Public Safety Department, for property which is described and listed on the Request Forms, 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 Public Safety Department will remove the appropriate property tag(s) and return them with a copy of the associated disposition form to the Clerk of the Circuit Court. The Clerk's Office will remove the equipment from the Public Safety Department's inventory.

Attachments

Disposition of Property EMS 04 05 2012 A

Disposition of Property EMS 04 05 2012 B

Disposition of Property PS 04 05 2012 A

Disposition of Property PS 04 05 2012 B

REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Dept.: Public Safety COST CENTER NO: 330302

Trisha K. Pohlmann DATE: 3/6/2012
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: 471-6425

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	53681	Panasonic Toughbook	5AKSA91859	CF-29	2005	Good
N	53903	Panasonic Toughbook	5BKSA97122	CF-29	2005	Good
N	53904	Panasonic Toughbook	5BKSA96875	CF-29	2005	Good
N	53905	Panasonic Toughbook	5BKSA97198	CF-29	2005	Good
N	53907	Panasonic Toughbook	5BKSA96988	CF-29	2005	Good
N	54675	Panasonic Toughbook	5KKS83177	CF-29	2005	Good


Disposal Comments: _____

INFORMATION TECHNOLOGY (IT Technician): Troy Robinson
 Print Name

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

Computer is Ready for Disposition

Date: 6 MAR 12 Information Technology Technician Signature: 

TO: County Administration Date: 3/7/12
 FROM: Escambia County Department Director (Signature): 
 Director (Print Name): Michael D. Weaver

RECOMMENDATION: Date: 3/9/12
 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

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

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Dept.: Public Safety COST CENTER NO: 330302

Trisha K. Pohlmann DATE: 3/6/2012
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: 471-6425

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	54678	Panasonic Toughbook	5KKS82831	CF-29	2005	Good

Disposal Comments: _____

INFORMATION TECHNOLOGY (IT Technician): Troy Robinson
 Print Name

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

Computer is Ready for Disposition

Date: 6 MAR 12 Information Technology Technician Signature: 

TO: County Administration Date: 3/7/12
 FROM: Escambia County Department Director (Signature): 

Director (Print Name): Michael D. Weaver

RECOMMENDATION: Date: 3/9/12
 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

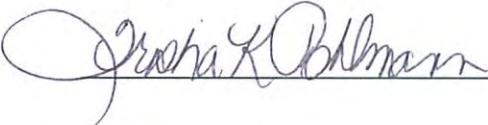
Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Dept.: Public Safety COST CENTER NO: 330302

Trisha K. Pohlmann DATE: 3/15/2012
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: 471-6425

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	56871	Panasonic Toughbook	S71KSA83049	CF-19	2007	Bad
Y	56873	Panasonic Toughbook	S71KSA83144	CF-19	2007	Bad
Y	56874	Panasonic Toughbook	S71KSA83169	CF-19	2007	Bad
Y	56877	Panasonic Toughbook	S71KSA83187	CF-19	2007	Bad
Y	57196	Panasonic Toughbook	7JKSA90938	CF-19	2007	Bad
Y	57198	Panasonic Toughbook	7JKSA90864	CF-19	2007	Bad


Disposal Comments: HD destroyed.

INFORMATION TECHNOLOGY (IT Technician): Troy Robinson
 Print Name

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

Computer is Ready for Disposition

Date: 15 MAR 12 Information Technology Technician Signature: 

TO: County Administration Date: 3/15/2012
 FROM: Escambia County Department Director (Signature): 
 Director (Print Name): Michael D. Weaver

RECOMMENDATION: Date: 3/19/12
 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

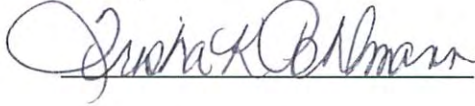
Property Tag Returned to Clerk & Comptroller's Finance Department

 Clerk & Comptroller's Finance Signature of Receipt Date

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

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Dept.: Public Safety COST CENTER NO: 330302

Trisha K. Pohlmann DATE: 3/15/2012
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: 471-6425

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	57212	Panasonic Toughbook	7JKSA90939	CF-19	2007	Bad
Y	57213	Panasonic Toughbook	7JKSA90925	CF-19	2007	Bad

Disposal Comments: HD destroyed.

INFORMATION TECHNOLOGY (IT Technician): Troy Robinson
 Print Name

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

Computer is Ready for Disposition

Date: 15 MAR 12 Information Technology Technician Signature: 

TO: County Administration Date: 3/15/2012
 FROM: Escambia County Department Director (Signature): 

Director (Print Name): Michael D. Weaver

RECOMMENDATION: Date: 3/19/12
 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) _____

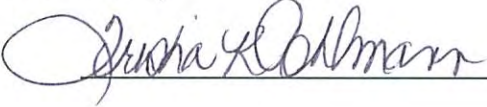
This Equipment Has Been Auctioned / Sold
 by: _____
 Print Name Signature Date

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

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

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Dept.: Public Safety COST CENTER NO: 330302

Trisha K. Pohlmann DATE: 3/15/2012
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: 471-6425

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	57203	Panasonic Toughbook	7JKSA90915	CF-19	2007	Bad
Y	57205	Panasonic Toughbook	7JKSA90936	CF-19	2007	Bad
Y	57206	Panasonic Toughbook	7JKSA90891	CF-19	2007	Bad
Y	57207	Panasonic Toughbook	7JKSA90850	CF-19	2007	Bad
Y	57208	Panasonic Toughbook	7JKSA90849	CF-19	2007	Bad
Y	57210	Panasonic Toughbook	7JKSA90894	CF-19	2007	Bad

Disposal Comments: HD destroyed.

INFORMATION TECHNOLOGY (IT Technician): Troy Robinson
 Print Name


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

Computer is Ready for Disposition

Date: 15 MAR 12 Information Technology Technician Signature: 

TO: County Administration Date: 3/15/2012
 FROM: Escambia County Department Director (Signature): 

Director (Print Name): Michael D. Weaver

RECOMMENDATION: Date: ~~3/15/12~~ 3/19/12
 TO: Board of County Commissioners
 FROM: County Administration

 Charles R. "Randy" Oliver
 County Administrator or designee

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

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

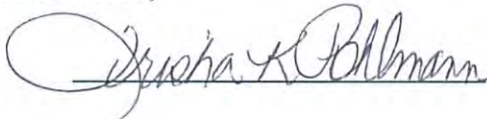
Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt _____ Date _____

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

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Dept.: Public Safety COST CENTER NO: 330402

Trisha K. Pohlmann DATE: 3/19/2012
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: 471-6425

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

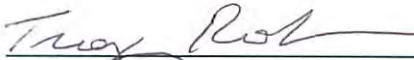
TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	54987	OPTIPLEX GX620 COMPUTER	3LS42B1	GX620	2006	Bad
Y	54988	OPTIPLEX GX620 COMPUTER	8LS42B1	GX620	2006	Bad

Disposal Comments: Unuseable; canabalized for spare parts

INFORMATION TECHNOLOGY (IT Technician): Troy Robinson
 Print Name


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

Computer is Ready for Disposition

Date: 17 MAR 12 Information Technology Technician Signature: 

TO: County Administration Date: 3/19/12
 FROM: Escambia County Department Director (Signature): 

Director (Print Name): Michael D. Weaver

RECOMMENDATION: Date: 3/20/12
 TO: Board of County Commissioners
 FROM: County Administration 
 Charles R. "Randy" Oliver
 County Administrator or designee

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

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

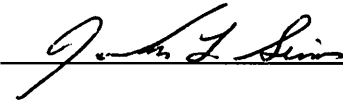
Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt _____ Date _____

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

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Dept.: Public Safety COST CENTER NO: 330402

John Sims DATE: 2/16/2012
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: 475-5557

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	52114	Dell Power-Edge	C2GHZ21	2600	2002	Bad

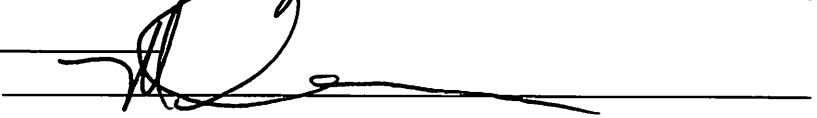
Disposal Comments: Unusable - send to Recycling.

INFORMATION TECHNOLOGY (IT Technician): THOM ROBINSON
 Print Name

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

Computer is Ready for Disposition

Date: 2/16/2012 Information Technology Technician Signature: 

TO: County Administration Date: 2/16/2012
 FROM: Escambia County Department Director (Signature): 
 Director (Print Name): Michael D. Weaver

RECOMMENDATION: Date: 2/22/12
 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)

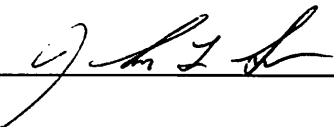
This Equipment Has Been Auctioned / Sold
 by: _____
 Print Name Signature Date

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

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

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Dept.: Public Safety COST CENTER NO: 330302

John Sims DATE: 2/16/2012
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: 475-5557

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

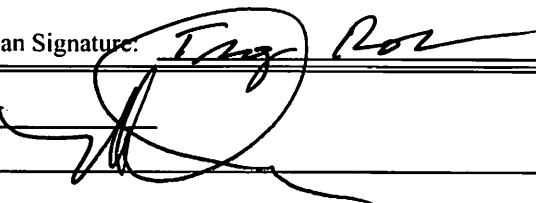
TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	51439	Dell Power-Edge	4JMP121	2600	2002	Bad


Disposal Comments: Unusable - send to Recycling.

INFORMATION TECHNOLOGY (IT Technician): IBOY ROBINSON
 Print Name

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

Computer is Ready for Disposition

Date: 2/16/2012 Information Technology Technician Signature: 

TO: County Administration Date: 2/16/2012
 FROM: Escambia County Department Director (Signature): 
 Director (Print Name): Michael D. Weaver

RECOMMENDATION: Date: 2/22/12
 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-2352

County Administrator's Report 14. 6.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 04/05/2012

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

BACKGROUND:

Escambia County establishes policy for disposing of surplus or obsolete equipment. This policy and procedure is in accordance with Florida Statutes 274.07.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

Upon Board approval, the items listed will be disposed of as indicated on disposition form according to County policy.

Attachments

Property Disposition Forms April 5 BCC

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

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Bureau: Public Safety COST CENTER NO: 330302 & 330402

John Sims DATE: 16-Mar-12
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): *John J. Sims* Phone No: 475-5530

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	54647	Latitude D510	BYTS81	D510	2005	Bad
Y	53527	Latitude D505	FL2W261	D505	2004	Bad

Disposal Comments: To be sent to Recycling

INFORMATION TECHNOLOGY (IT Technician): FROY BOB (110002)
 Print Name

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

Computer is Ready for Disposition

Date: 16 MAR 12 Information Technology Technician Signature: *[Signature]*

TO: County Administration Date: 3/20/12
 FROM: Public Safety Department Department Director *[Signature]*

Department Director (Print Name): Michael D. Weaver

RECOMMENDATION: Date: 3/14/12
 TO: Board of County Commissioners
 FROM: County Administration *Charles R. Oliver*
 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 _____


**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: 9-Mar-12

Property Custodian (PRINT FULL NAME)

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

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

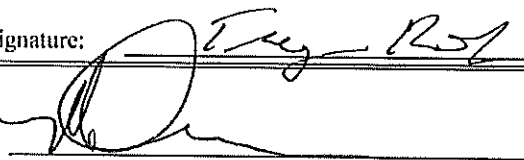
TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	54110	Optiplex SX280 Computer	FV83181	SX280	2005	Bad
Y	55280	Optiplex GX620 Computer	9PKGQB1	GX620	2006	Bad

Disposal Comments: To be sent to Recycling

INFORMATION TECHNOLOGY (IT Technician): TRAY BOBBI
Print Name

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

Computer is Ready for Disposition

Date: 3/21/12 Information Technology Technician Signature: 

TO: County Administration Date: 3/13/12
FROM: Public Safety Department Department Director

Department Director (Print Name): Michael D. Weaver

RECOMMENDATION: Date: 3/21/12
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

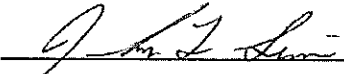
Clerk & Comptroller's Finance Signature of Receipt Date

**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: 16-Mar-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	33701	Generator	N/A	EM5000SX	1987	Junked
N	42778	Defibrillator Monitor	37603	Lifepak 10	1995	Obsolete
N	36110	Antenna W/tower	N/A	TDD7050	1988	Demolished
N	39790	Monitor EKG	21385	Lifepak 10	1993	Obsolete
N	43706	Defibrillator Monitr	37664	Lifepak 10	1995	Obsolete
N	53588	Rescue Sled	N/A	XPROTD	2004	Bad

Disposal Comments: To be sent to Recycling

INFORMATION TECHNOLOGY (IT Technician): _____
 Print Name

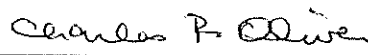
Conditions: Dispose-Good Condition-Unusable for BOCC
 Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

TO: County Administration Date: 3/20/12
 FROM: Public Safety Department Department Director 

Department Director (Print Name): Michael D. Weaver

RECOMMENDATION: Date: 3/21/12
 TO: Board of County Commissioners
 FROM: County Administration 
 Charles R. "Randy" Oliver, ~~OFFICE~~
 County Administrator or designee

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

This Equipment Has Been Auctioned / Sold

by: _____
 Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt _____ Date _____

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. dg 03-25-10



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2319

County Administrator's Report 14. 7.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 04/05/2012

Issue: Amended Board Policy - Appointment Policy and Procedures, Section 1, Part B.1

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

Organization: County Administrator's Office

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning Amended Board Policy - Appointment Policy and Procedures, Section 1, Part B.1 - Charles R. "Randy" Oliver, County Administrator

That the Board adopt the revised Policy entitled, "Appointment Policy and Procedures", amending Section I, Part B.1, of the Board of County Commissioners' Policy Manual.

BACKGROUND:

As required by Parliamentary Procedure, Section I, Part A.1 of the Board's Policy Manual, revisions or additions to Board Policy require approval of the Board of County Commissioners. If approved, this Recommendation amends Appointment Policy and Procedures, Section I, Part B.1 of the Board of County Commissioners Policy Manual. The proposed revisions to this Policy accomplish the following:

1. Clarify the process and schedule for the Chairman's annual appointments to boards, committees, or commissions on which members of the Board of County Commissioners serve.
2. Provide that if a Commissioner is appointed to an advisory board/committee that meets on a Board meeting date, the Commissioner may appoint a substitute, unless prohibited under the bylaws or mission statement of that advisory board/committee, to serve on his/her behalf. The appointment of the substitute will be subject to the approval of the Board of County Commissioners. (BCC approved 1/20/11)
3. Reflect residency requirements for the Board's appointees to boards, committees, commissions, or other formal or informal advisory groups, as set forth in Escambia County Ordinance 2006-66.
4. Require for advisory boards/committees, accountable to the Board of County Commissioners, to provide annual reports to the Board. (BCC approved 1/20/11)
5. Require that citizen appointees to advisory boards/committees who have three unexcused absences within a 12-month rolling period be replaced. (BCC approved 1/20/11)

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Recommendation and proposed policy revisions reviewed and approved by Alison Rogers, County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

As required by Parliamentary Procedure, Section I, Part A.1 of the Board's Policy Manual, revisions or additions to Board Policy require approval of the Board of County Commissioners. If approved, this Recommendation amends Appointment Policy and Procedures, Section I, Part B.1 of the Board of County Commissioners Policy Manual.

IMPLEMENTATION/COORDINATION:

This Recommendation was coordinated with the County Attorney's Office.

Attachments

Section 1, Part B.1

Board of County Commissioners Escambia County, Florida

Title: Appointment Policy and Procedures, Section I, Part B.1
Date Adopted: August 14, 1980
Effective Date: March 1, 2012, as amended
Reference:
Policy Amended: March 1, 2012; January 20, 2011; August 17, 2006
(Ordinance 2006-66); September 22, 1988; February 23,
1982 to add (D) thru (E)

- A. The Board of County Commissioners shall confirm all appointments to the boards, commissions, and committees which are responsible to the Board of County Commissioners.
- B. Any board, committee, or commission on which members of the Commission serve shall be nominated annually by the Chairman and selected approved by the Board of County Commissioners no later than their first meeting in December. If a Commissioner is appointed to an Advisory Committee that meets on a Board meeting date, the Commissioner may appoint a substitute, unless prohibited by law, bylaws or mission of that Committee, to serve on his/her behalf. The appointment of the substitute will be subject to approval by the Board of County Commissioners. (BCC approved "substitute" 1/20/11)

The County Administrator, except for the above, shall be responsible for collecting and obtaining the appropriate data and recommending to the Board of County Commissioners, for their final determinations all others serving by appointment of the Board of County Commissioners.

- C. The County Administrator shall be responsible for maintaining a list of the appointees, their terms, providing staff information needed throughout their tenure and in a timely fashion deal with vacancies and pending expiration of terms.
- D. Citizen representatives will serve as follows on those boards and committees established by Ordinance, Code, Interlocal Agreement or Special Act with this policy to be implemented in an orderly fashion with current appointees to complete their present term.

<u>TERM</u>	<u>NUMBER OF TERMS</u>
1 year terms - - -	No more than (3) three terms
2 year terms - - -	No more than (2) two terms
3 year terms - - -	One term only

Amended September 22, 1988 as follows:

This policy for serving more than one (1) term (as set out under Item "D" above) may be waived by the Board of County Commissioners only once for any individual.

- E. Citizen appointees to advisory boards/committees, established solely by the Board of County Commissioners, shall serve at the pleasure of the Board for a maximum of three years, with the following exception:

Appointments to special committees charged by the Board with preparing a recommendation or report within a specific time frame will automatically expire when the Board officially receives that committee's report unless the Board directs otherwise.

- F. As set forth in Escambia County Ordinance 2006-66 and adopted by the Board on August 17, 2006, no person shall be eligible for appointment by the Board of County Commissioners as a member of a board, commission, or other formal or informal advisory group unless that person resides in Escambia County. In the event that any member of such a board, commission, or other formal or informal advisory group ceases to reside in Escambia County, his/her position automatically shall be vacated.
- G. Appointees serving on advisory boards/committees accountable to the Board of County Commissioners will provide at least one report per year from the committee, tied to the Fiscal Year, at least two months prior to the beginning of the Fiscal Year, so the Board can consider it as part of the Budget process; unless any of the committees are currently, under their bylaws or mission statement, required to provide more frequent reporting. (BCC approved 1/20/11)
- H. Citizen appointees to advisory boards/committees who have three unexcused absences within a 12-month rolling period will be replaced. (BCC approved 1/20/11)



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2306

County Administrator's Report 14. 8.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 04/05/2012

Issue: Escambia-Pensacola Human Relations Commission Appointment

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

Organization: County Administrator's Office

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning an Appointment to the Escambia-Pensacola Human Relations Commission - Charles R. "Randy" Oliver, County Administrator

That the Board appoint Ms. Kathleen Wilks to the Escambia-Pensacola Human Relations Commission, for a two-year term, effective April 5, 2012, through April 4, 2014, as recommended by Rebecca Hale, Office Manager, Escambia-Pensacola Human Relations Commission.

BACKGROUND:

Ms. Wilks has expressed a desire to serve on the Commission. Her Resume is provided for review.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

In accordance with Section 2, Governing Board, of the Interlocal Agreement between the City of Pensacola and Escambia County creating the Escambia-Pensacola Human Relations Commission, Board approval is required for all its appointments / reappointments to the Human Relations Commission.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Kathleen Wilks' Resume

RESUME

Kathleen A Wilks
7255 Chestnut Rd.
Molino, FL 32577
850-587-5778

- 2000 Retired from all employment due to disability
- 2006-2010 Served on the North West Fla Ombudsman Council, served as Chairperson, then as State Representative for the District.
- 2009- Current Serve on the Center for Independent Living Board Serves as Secretary, Committee Chair of Advocacy Committee.
- 2005-current Visit nursing home residents at various facilities to support the folks without visitors

I desire to work in the community on a volunteer basis to serve while keeping my mind, heart and soul alert and active.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2331

County Administrator's Report 14. 9.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 04/05/2012

Issue: Short-Term License Agreement between Daley Environmental Services, Inc.,
W. Z. Baumgartner & Associates, Inc. and Escambia County

From: Patrick T. Johnson

Organization: Solid Waste

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning a Short-Term License Agreement between Daley Environmental Services, Inc. (DES), W. Z. Baumgartner & Associates, Inc. (WZB), and Escambia County - Patrick T. Johnson, Solid Waste Management Department Director

That the Board take the following action concerning the Short-Term License Agreement between Daley Environmental Services, Inc. (DES), W. Z. Baumgartner & Associates, Inc. (WZB), and Escambia County for a period of five years, to conduct routine groundwater sampling, as required by the Florida Department of Environmental Protection:

- A. Approve the Short-Term License Agreement between Daley Environmental Services, Inc., W. Z. Baumgartner & Associates, Inc., and Escambia County; and
- B. Authorize the Chairman to sign the Agreement.

[Funding: No cost to the County]

BACKGROUND:

On December 10, 2009, the Board of County Commissioners approved a Short-Term License Agreement for Daley Environmental Services, Inc. (DES) to access and install temporary monitoring wells, to perform a Florida Department of Environmental Protection (FDEP) directed Site Assessment Report (SAR), on property adjacent to the County's closed Mobile Highway Landfill. DES has been instructed by FDEP to continue the well monitoring for 5 more years. DES is also requesting that WZB be added to the Agreement in order to assist with the monitoring when needed.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Stephen West of the County Attorney's Office has approved the agreement for form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Policy requires the Board's approval of all agreements.

IMPLEMENTATION/COORDINATION:

Implementation and oversight of the Agreement will be provided by Solid Waste Management. Solid Waste Management has coordinated with Risk Management to assure all insurance requirements have been met.

Attachments

Daley License Agreement

Exhibits/Ins

Mins 2009_12_10

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2012, by and between Daley Environmental Services, Inc. ("DES"), a Florida for-profit company, whose address is 696 Millwheel Drive, Merritt Island, FL 32952, W. Z. Baumgartner & Associates, Inc. ("WZB"), a Tennessee for-profit company, whose address is 1113 Murfreesboro Rd., Franklin, TN 37064 (collectively, "Licensees"), and Escambia County, a political subdivision of the State of Florida, whose address is 221 Palafox Place, Pensacola, Florida 32502 ("County").

WITNESSETH:

WHEREAS, the County owns certain real property in Escambia County, Florida, commonly known as the closed Mobile Highway Landfill, and more particularly described herein; and

WHEREAS, Licensees desire to temporarily access and use the property owned by the County for the purpose of preparing a Florida Department of Environmental Protection directed Site Assessment Report; and

WHEREAS, Licensees also desire to temporarily access and use the property for the purpose of collecting groundwater samples from three wells installed by DES, and from the County's existing groundwater monitoring wells MW-2, MW-3, and MW-5; and

WHEREAS, the County, acting by and through its Board of County Commissioners has determined that it is in the public interest to grant to Licensees the right to temporarily access and use the property under the terms and conditions stated herein;

NOW, THEREFORE, for the reasons set forth herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein by reference.
2. **Property.** The County grants to Licensees the right to access and use that certain property described in the attached Exhibit A ("Property").
3. **Term.** The term of this Agreement shall be for five years, commencing on the date that the last party executes it.
4. **Condition and Maintenance of the Property.** During the term of this Agreement, Licensees shall regularly inspect the Property and promptly correct any situation caused by Licensees that would reasonably be perceived to represent a danger or hazard to persons or to the Property. Licensees accept the Property "as is" on the date that the last of the parties executes this Agreement, and the County makes no warranties regarding suitability of the Property for

Licensees' use. Upon termination of this Agreement, Licensees shall return the Property to the same condition that existed prior to the date of this Agreement. The final restoration will be accomplished by removing all debris and/or materials not originally present on the Property and closing the wells installed by DES in accordance with Chapter 62-532, Florida Administrative Code.

5. **Indemnification.** DES and WZB agree to jointly and severally hold harmless, pay on behalf of, protect, defend and indemnify the County, its officers, agents, and employees, from and against any demand, claim, suit, loss, expense, or damage that may be asserted against any of them by reason of any alleged damage to property (including but not limited to environmental damage) or injury to or death of any person arising out of or in any way related to the Property, due to the willful or negligent acts of Licensees, their employees, or agents.

6. **Insurance.** DES and WZB shall each purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies of the Insurance Services Office. Minimum limits of \$1,000,000 per occurrence for all liability must be provided with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies and the total amount of coverage required.

- **Commercial General Liability** coverage shall include bodily injury, personal injury and property damage liability for premises, independent contractors, contractual liability covering this Agreement, contract or license, broad form property damage, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.
- **Business Auto Liability** coverage shall include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.
- **Workers' Compensation and Employer's Liability** insurance coverage for all workers' compensation obligations imposed by state law and employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.

All insurance carriers must be rated A-/VII or higher by the most recently published edition of the A.M. Best rating guide. Licensees shall provide thirty (30) days' prior written notice to the County before any change in or cancellation of any identified coverage. Prior to Licensees' access or use of the Property, the County shall be provided certificates of insurance that reflect Escambia County, 221 Palafox Place, Pensacola, Florida 32502 as an "additional insured" and the certificate holder.

7. **Use of the Property.** Licensees shall access and use the Property only for the purpose of maintaining, and subsequently removing, at Licensees' expense, a cluster of three groundwater monitoring wells previously installed by DES, and for collecting groundwater samples from DES' wells and the County's groundwater monitoring wells MW-2, MW-3, and MW-5, as shown on the attached Exhibit A. Licensees may remove brush and other vegetation (excluding established trees) in order to facilitate access to the well sites. Licensees shall conduct their activities in accordance

with those practices and procedures described in Chapter 62-532, Florida Administrative Code, and the representations in the correspondence attached as Exhibit B, which are incorporated by reference, and the County may rely on those representations.

8. Termination. This Agreement may be terminated by the County for cause or convenience upon fourteen (14) days written notice to Licensees. The parties may mutually agree to terminate this Agreement prior to the expiration of the license term.

9. Notices. Notices to the County and the Licensees under this Agreement will be addressed, mailed, or delivered to the following:

TO COUNTY:

Escambia County Solid Waste Management
13009 Beulah Road
Cantonment, FL 32533

TO LICENSEES:

Daley Environmental Services, Inc.
696 Millwheel Drive
Merritt Island, FL 32952

W. Z. Baumgartner & Associates, Inc.
1113 Murfreesboro Road
Franklin, TN 37064

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.

10. Right of Entry. The County, its officers, agents, employees, representatives and contractors shall have the right, at all times, to enter upon the Property.

11. Compliance with Laws. Licensees agree to comply with all federal, state and local laws, ordinances, policies or other governmental regulations, and shall obtain all permits applicable to their proposed use of the Property. All such permits shall be reviewed and approved by the County prior to Licensees' entry onto the Property.

12. 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 the County and Licensees after the date of this Agreement. Licensees acknowledge that they have not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements, or warranties, except such as are expressed herein.

13. 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 the provisions of any paragraph of this Agreement.

If any term, provision, covenant, or condition of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement 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, and each term, provision, covenant, or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

This Agreement shall be construed in accordance with the laws of the State of Florida and shall not be more strictly construed against either party by reason of the fact that one party may have drafted or prepared any or all of the terms and conditions. Venue of any legal proceeding arising out of this Agreement shall be in Escambia County.

This Agreement shall have no effect unless first approved by the Escambia County Board of County Commissioners at a duly noticed public meeting.

IN WITNESS WHEREOF, the County and Licensees have caused this Agreement to be executed by their duly authorized representatives as of the day and year first written above.

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

By: _____
Wilson B. Robertson, Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

By: _____
Deputy Clerk

BCC Approved: _____

This document approved as to form and legal sufficiency.

By: 
Stephen G. West, Assistant County Attorney
Date: March 26, 2012

Witness: Leslie D. Burt
Print Name Leslie D. Burt

Witness: Beth Naman
Print Name Beth Naman

Daley Environmental Services, Inc.

By: [Signature]
Thomas L. Daley, President

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 7 day of FEB., 2012, Thomas L. Daley, as President of Daley Environmental Services, Inc. He is (x) personally known to me, () produced current _____ as identification.



[Signature]
Signature of Notary Public

(Notary Seal)

Printed Name of Notary Public

Witness: J. Carbone Thornton III
Print Name J.C. Thornton III

Witness: Lisa Frazier
Print Name Lisa Frazier

W. Z. Baumgartner & Associates, Inc.

By: [Signature]
Michael E. Tant, P. E., Executive Vice President

STATE OF Tennessee
COUNTY OF Williamson

The foregoing instrument was acknowledged before me this 21st day of February, 2012, Michael E. Tant, P. E., as Executive Vice President of W. Z. Baumgartner & Associates, Inc. He () is personally known to me, (v) produced current TN DL 029027048 as identification.



[Signature]
Signature of Notary Public

Ian Kelley
Printed Name of Notary Public

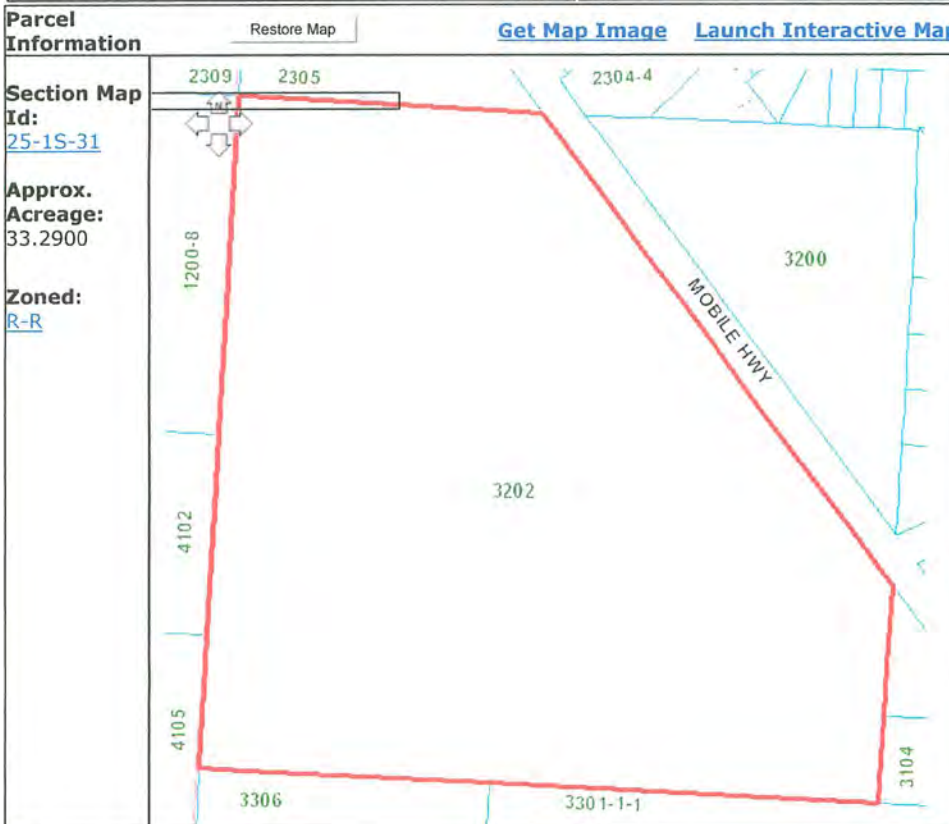
(Notary Seal)

[Back](#)

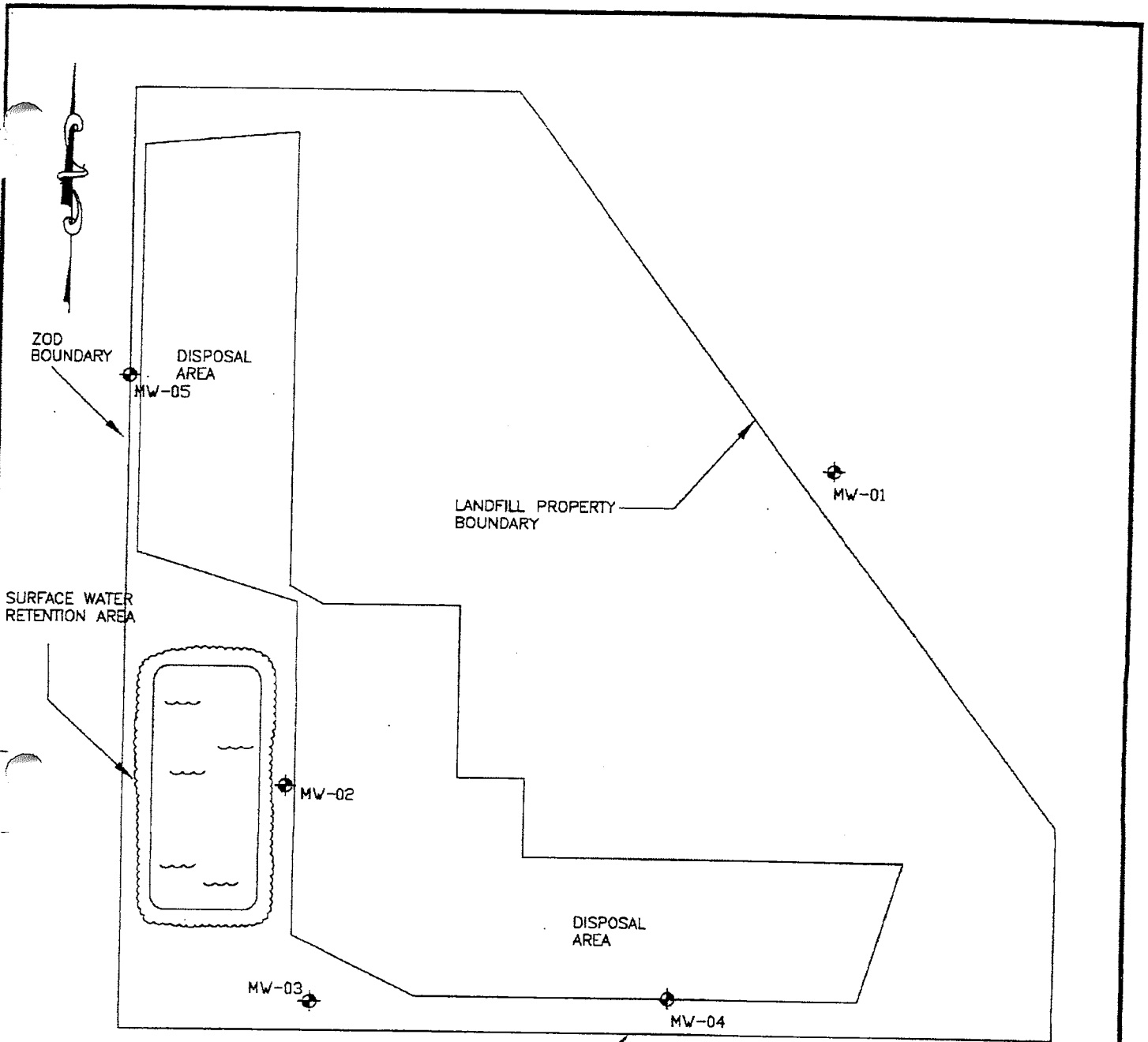
Source: Escambia County Property Appraiser

[Restore Full Page Version](#)

General Information Reference: 251S313202000000 Account: 091488100 Owners: ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS Mail: 221 PALAFOX PL STE 420 PENSACOLA, FL 32502 Situs: 6775 MOBILE HWY 32526 Use Code: COUNTY OWNED Taxing Authority: COUNTY MSTU Tax Inquiry: Open Tax Inquiry Window Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector		2011 Certified Roll Assessment Improvements: \$0 Land: \$110,689 Total: \$110,689 Save Our Homes: \$0 Disclaimer Amendment 1 Calculations																														
Sales Data <table border="1"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>05/1980</td> <td>1440</td> <td>704</td> <td>\$250,000</td> <td>WD</td> <td>View Instr</td> </tr> <tr> <td>01/1977</td> <td>1107</td> <td>418</td> <td>\$194,000</td> <td>WD</td> <td>View Instr</td> </tr> <tr> <td>01/1974</td> <td>861</td> <td>811</td> <td>\$193,990</td> <td>SC</td> <td>View Instr</td> </tr> <tr> <td>01/1973</td> <td>720</td> <td>50</td> <td>\$251,000</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)	05/1980	1440	704	\$250,000	WD	View Instr	01/1977	1107	418	\$194,000	WD	View Instr	01/1974	861	811	\$193,990	SC	View Instr	01/1973	720	50	\$251,000	WD	View Instr	2011 Certified Roll Exemptions COUNTY OWNED Legal Description NW 1/4 OF SW 1/4 W OF H/W OR 1440 P 704 Extra Features None
Sale Date	Book	Page	Value	Type	Official Records (New Window)																											
05/1980	1440	704	\$250,000	WD	View Instr																											
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01/1974	861	811	\$193,990	SC	View Instr																											
01/1973	720	50	\$251,000	WD	View Instr																											



Mobile Highway Landfill

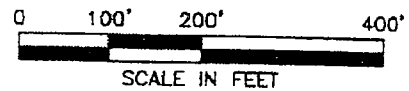


LEGEND

⊕ MONITOR WELL LOCATION

ZOD BOUNDARY

Mobile Highway Class III Landfill
 0078441-002-SF
 Attachment 1
 Page 1 of 1



PROJECT
 MOBILE HIGHWAY LANDFILL
 ESCAMBIA COUNTY, FLORIDA

Project No. 03PNESC0104E

FIGURE 2
 SITE PLAN

SCALE

1"=200'

696 Millwheel Drive
Merritt Island, FL 32952

Phone (321) 454-6899
Fax (321) 454-4319

December 19, 2011

Escambia County
Division of Solid Waste Management
13009 Beulah Road
Cantonment, FL 32533

Attention: Patrick Johnson

Reference: Short-Term License Agreement
Tax Parcel 251S313202000000
Mobile Highway
Pensacola, Florida

RECEIVED

DEC 21 2011

SOLID WASTE
MANAGEMENT

Dear Mr. Johnson:

I spoke with Mr. Doyle Butler last week regarding the requirement to renew the *Short-Term License Agreement* which allowed Daley Environmental Services, Inc. (DES) to access the former landfill property owned by Escambia County (Tax Parcel 251S313202000000). DES, in conjunction with W. Z. Baumgartner & Associates, Inc. (WZB) is in the process of monitoring the groundwater at a former Auto Shred landfill located east of Addie Gant Lane which is adjacent west of the above described Escambia County closed landfill property in northwest Pensacola. The monitoring is mandated by the FL Department of Environmental Protection. The purpose of the monitoring is to assess groundwater quality to insure that it is not being impacted by the former landfill. As part of this monitoring we are required to sample a network of groundwater monitor wells which includes three monitor wells previously installed on the Escambia County property under the expiring *Short-Term License Agreement*.

We are requesting Escambia County's permission, through a new *Short-Term License Agreement*, to enter the property to collect groundwater from the nest of three groundwater monitor wells in accordance with FDEP requirements. We will notify you in advance of our need to access the wells. At some point FDEP may allow us to abandon one or more of the monitor wells and we would require access for the abandonment. The abandonment will be completed by a licensed well driller in accordance with FDEP guidelines and the location returned to its original condition.

DES has liability insurance in the amount of \$3,000,000.00. We have provided Escambia County with a certificate listing Escambia County as an additional insured.

We anticipate the groundwater monitoring to continue for the next five years. As such we are requesting the new *Short-Term License Agreement* to cover the next five years. When preparing the document please include signature blocks for me and Mr. Michael E. Tant, PE of WZB.

Mr. Patrick Johnson
December 29, 2011

If you have any questions or require additional information, please call.

Sincerely,
DALEY ENVIRONMENTAL SERVICES, INC.


Thomas L. Daley, P.G.
Project Manager

DES



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/19/2012

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 J.W. Edens & Company P.O. Box 278 Titusville FL 32781-0278	CONTACT NAME: Shari McNeely	FAX (A/C, No): (321)383-4523
	PHONE (A/C, No, Ext): (321)383-4554	E-MAIL ADDRESS: smcneely@fdn.com
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Endurance American Specialty		
INSURER B: Owners Insurance Company		32700
INSURER C: Valley Forge Insurance Co.		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: **11/12 All Cvrgrs** REVISION NUMBER:

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			ECC10102282303	9/29/2011	9/29/2012	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 3,000,000
B	AUTOMOBILE LIABILITY			4417403901	12/18/2011	12/18/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							Medical payments \$ 2,000
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC417665357	9/1/2011	9/1/2012	WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 100,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional/Pollution			ECC10102282303	9/29/2011	9/29/2012	\$3,000,000 Aggregate \$1,000,000 Per Claim

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate Holder is listed as an Additional Insured pertaining to the General Liability and Auto policies.

CERTIFICATE HOLDER


CANCELLATION

DOBUTLER@co.escambia.fl.us

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

Escambia County Board of County Commissio
Doyle Butler
221 Palafox Place
Pensacola, FL 32502

AUTHORIZED REPRESENTATIVE

J. Wayne Edens/SHARI 



CERTIFICATE OF LIABILITY INSURANCE

OP ID: BS

DATE (MM/DD/YYYY)

01/23/12

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 Commercial Ins. Assoc., LLC 111 Westwood Place, Suite 100 Brentwood, TN 37027 Donald S. Denbo	615-515-6000	CONTACT NAME:	
	615-515-6001	PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		PRODUCER CUSTOMER ID #: WZBAU-1	
		INSURER(S) AFFORDING COVERAGE	
INSURED W. Z. Baumgartner & Associates Inc. 310 Williamson Sq. POB 680369 Franklin, TN 37068-0369	INSURER A : Travelers Indemnity Company		NAIC # 25666
	INSURER B : Travelers Casualty & Surety Co		19038
	INSURER C : Indian Harbor Insurance		
	INSURER D :		
	INSURER E :		
	INSURER F :		


COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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	<input checked="" type="checkbox"/> GENERAL LIABILITY	X		6800845R407TIA11	06/27/11	06/27/12	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY	X		BA0846R72911GRP	06/27/11	06/27/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$
							\$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	X		SFCUP0880R354IND11	06/27/11	06/27/12	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 2,000,000
	DEDUCTIBLE						\$
	<input checked="" type="checkbox"/> RETENTION \$ 5000						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A		XAUB3480T84511	06/27/11	06/27/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)						E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 100,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Environmental			PEC000712811	10/27/11	10/27/12	Limits 1,000,000
							Ded 50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Escambia County is named as an Additional Insured on all policies except Workers' Compensation.

CERTIFICATE HOLDER**CANCELLATION**

ESCAMB1 Escambia County Board of Commissioners 221 Palafox Place Pensacola, FL 32502	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 

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PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

1-11. Approval of Various Consent Agenda Items – Continued

3. Continued...

D. Authorizing the Chairman or Vice Chairman to accept the Deeds or Easements as of the day of delivery of the Deeds or Easements to the Chairman or Vice Chairman, and authorizing the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

4. Approving to appoint Commissioner Gene M. Valentino to serve as Chair, and Commissioner Marie Young to serve as Vice Chair, of the Community Redevelopment Agency; the terms will begin December 10, 2009, and will coincide with the appointment of the Chair and Vice Chair of the Board of County Commissioners.

5. Taking the following action concerning the *Short-Term License Agreement between Escambia County Board of County Commissioners and Daley Environmental Services, Inc.:*

A. Approving the *Short-Term License Agreement* for Daley Environmental Services, Inc., to install three, temporary groundwater monitoring wells at the County's Mobile Highway Landfill and provide access, for a period of two years, to conduct a routine groundwater sampling, at no cost to the County; and

B. Authorizing the Chairman to sign the Agreement.

6. Approving the *Special Event Permit Application* for a limited waiver of the noise restrictions, imposed by the Escambia County Noise Abatement Ordinance, to extend the time for the New Year's Eve fireworks display being held by the Pensacola Beach Chamber of Commerce, located at the Portofino Island Resort Pier, Pensacola Beach, from 11:59 p.m., December 31, 2009, to 12:12 a.m., January 1, 2010.

7. Approving the *Special Event Permit Application* for a limited waiver of the noise restrictions, imposed by the Escambia County Noise Abatement Ordinance, to extend the time for the New Year's Eve fireworks display being held by the Pensacola Beach Chamber of Commerce, located at the Casino Beach Fishing Pier, Pensacola Beach, from 11:59 p.m., December 31, 2009, to 12:20 a.m., January 1, 2010.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2284

County Administrator's Report 14. 10.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 04/05/2012

Issue: Amendment to Prospective Purchaser Agreement for Saufley C&DD Landfill

From: Patrick T. Johnson

Organization: Solid Waste

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning the Amendment to Prospective Purchaser Agreement between Escambia County and the State of Florida Department of Environmental Protection - Patrick T. Johnson, Solid Waste Management Department Director

That the Board take the following action concerning the Amendment to Prospective Purchaser Agreement between Escambia County and the State of Florida Department of Environmental Protection (FDEP), changing the required date of Certification of Closure for the Saufley Field C&DD Landfill, from February 6, 2012, to May 30, 2013:

- A. Approve the Amendment to Prospective Purchaser Agreement between Escambia County and the State of Florida Department of Environmental Protection; and
- B. Authorize the Chairman to sign the Amendment.

BACKGROUND:

On August 6, 2009, the Board of County Commissioners approved the Prospective Purchaser Agreement between Escambia County and the State of Florida Department of Environmental Protection (FDEP), to modify, close, and monitor the Saufley Construction and Demolition Debris (C&DD) Facility, located at 5660 Saufley Field Road, Pensacola, Florida, and authorized the Chairman to execute the document upon approval. The Agreement provided for a Certification of Closure to FDEP within 24 months from the date the County acquired the property. The acquisition was completed February 6, 2010.

On November 21, 2011, the Solid Waste Management Department, in conjunction with Jones Edmunds & Associates, Inc., submitted the Saufley Field C&DD Landfill Closure Schedule which outlined the expected schedule of the final closure of the Landfill. For various reasons not entirely within the control of the County, closure could not be completed by February 6, 2012, as would be required by the original agreement. The County and FDEP therefore agree, in accordance with paragraphs 40 and 43, that the Agreement should be modified to require the County to provide a Certification of Closure to FDEP no later than May 30, 2013.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Stephen West, County Attorney's Office, has reviewed and approved the Agreement for legal form and sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Policy requires that all agreements be signed by the Chairman.

IMPLEMENTATION/COORDINATION:

Following approval of the Agreement and its execution, staff will handle appropriate distribution.

Attachments

Amendment to PPA

Mins 20090806

2009 Purchaser Agreement

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION

IN THE OFFICE OF THE
NORTHWEST DISTRICT

OGC FILE NO.: 06-1157-C-17-SW

and,

ESCAMBIA COUNTY

AMENDMENT TO PROSPECTIVE PURCHASER AGREEMENT

On August 24, 2009, the State of Florida Department of Environmental Protection ("Department") entered into a Prospective Purchaser Agreement with Escambia County ("County") for the final closure of the Saufley Field C&DD Landfill. In Paragraph 12 of the Agreement, the County agreed to provide a Certification of Closure to the Department within 24 months from the date the County acquired the property. Such acquisition was completed on February 6, 2010.

For various reasons not entirely within the control of the County, closure will not be completed by February 6, 2012, as required by the Agreement. The Department and the County therefore agree, in accordance with paragraphs 40 and 43, that the Agreement shall be modified to require the County to provide a Certification of Closure to the Department no later than May 30, 2013.

Any questions for the county regarding this modification should be directed to Patrick T. Johnson, Director, Escambia County Solid Waste Management, 13009 Beulah Road, Cantonment, Florida 32533 or by e-mail, ptjohnson@co.escambia.fl.us. Any questions for the Department should be directed to Charles Harp, Waste Program Administrator, 160 West

Government Street, Suite 308, Pensacola, Florida 32502 or by e-mail,
Charles.harp@dep.state.fl.us.

ESCAMBIA COUNTY, FLORIDA by and
through its duly authorized Board of County
Commissioners

By: _____
Wilson B. Robertson, Chairman

ATTEST: _____
Clerk of the Circuit Court

Date: _____

By: _____
Deputy Clerk

This document approved as to form
and legal sufficiency.

By: SBHest
Title: Asst. County Attorney
Date: March 22, 2012

BCC Approved: _____

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Emile D. Hamilton
Director of District Management
Northwest District

FILED, on this date, pursuant to § 120.52, Florida Statutes,
with the designated Department Clerk, receipt of which
is hereby acknowledged.

Clerk

Date

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-17. Approval of Various Consent Agenda Items – Continued

15. Approving issuance of a Purchase Order to Roads, Inc., of NWF, in the amount of \$342,300, on Contract PD 06-07.082, "Various Road Materials Pricing Agreement 2007," to provide hot mix asphalt to Escambia County; Escambia County Road Division will deliver hot mix asphalt to site for the contractor to resurface Highway 95A, from East Roberts Road to U.S. Highway 29, Chemstrand Road, from Kingsfield Road to Nine Mile Road, and Kingsfield Road, from Eleven Mile Creek Bridge to Highway 97 (Funding Source: Fund 351, "Local Option Sales Tax II," Account 210105/56301, Project No. 05EN0808, "Resurfacing").

1807

16. Taking the following action concerning a Prospective Purchaser Agreement between Escambia County and the State of Florida Department of Environmental Protection:

1807

A. Approving the Agreement between Escambia County and the State of Florida Department of Environmental Protection, to modify, close, and monitor the Saufley Construction and Demolition Debris Facility, located at 5660 Saufley Field Road, Pensacola, Florida (Fund 352, [Local Option Sales Tax] LOST III); and

B. Authorizing the Chairman to execute the document upon approval.

17. Approving, and authorizing the County Administrator to execute, the following Change Order (Funding Source: Fund 175, "Transportation Trust Fund," Account 210304/56301):

1807

Bureau:	County Administrator
Division:	Transportation and Traffic Operations Department
Type:	Addition
Amount:	\$53,730.65
Vendor:	Gulf Coast Traffic Engineers, Inc.
Project Name:	Installation, Refurbish and Removal of Pavement Markers
Contract:	PD 07-08.120
Purchase Order Number:	290903
Change Order Number:	1
Original Award Amount:	\$ 200,000.00
Cumulative Amount of Change Orders through this Change Order:	\$ 53,730.65
New Contract Total:	\$ 253,730.65

THE AGREEMENT WAS RECEIVED AND IS SHOWN ON PAGES 70-135

THE FOLLOWING WAS NOT PROVIDED TO THE CLERK'S OFFICE:

PROSPECTIVE PURCHASER AGREEMENT



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

ORGANIZATION: Neighborhoods/Community Services Bureau
FROM: Sandy Jennings, E.I., Bureau Chief *SJJ/mcw*
DATE: June 10, 2009
ISSUE: Prospective Purchaser Agreement between Escambia County and the Florida Department of Environmental Protection

RECOMMENDATION:

That the Board take the following action concerning a Prospective Purchaser Agreement between Escambia County and the Florida Department of Environmental Protection:

- A. Approve the Agreement between Escambia County and the Florida Department of Environmental Protection (FDEP), to modify, close and monitor the Saufley Construction and Demolition Debris (C&DD) Facility located at 5660 Saufley Field Road, Pensacola, Florida (Fund 352, LOST); and
- B. Authorize the Chairman to execute the document upon approval.

BACKGROUND:

The Saufley Construction and Demolition Debris (C&DD) Landfill is an abandoned construction and demolition landfill located on Saufley Field Road adjacent to the United States Navy Saufley Field Air Station. While owned and operated by Louisiana Investment Group (LIG), the facility accepted significant waste from hurricanes Ivan and Dennis but was abandoned by LIG prior being properly closed. This facility is a primary source of stormwater runoff and sedimentation that covers both Saufley Field and Fence Line Roads after rain events. This facility has also been a continuing source of odors and dust problems for nearby residents. Due to existing site conditions, environmental issues sited by FDEP and a public outcry over the negative impact on the community, Escambia County is assuming ownership of the property to properly close and provide long-term care for the facility.

At the direction of the Board of County Commissioners, the Neighborhoods/Community Services Bureau, Division of Solid Waste Management, conducted negotiations with FDEP to draft an agreement to close the abandoned Saufley Construction and Demolition Debris (C&DD) Landfill. This agreement releases the County from responsibility for future groundwater remediation requirements and all FDEP fines and liens against LIG or the Saufley C&DD property. The County agrees to properly close the landfill within 24 months of acquiring the property and provide routine maintenance and long-term care of the property. The County will also provide groundwater monitoring and reporting at the site for a period of ten (10) years.

BCC: 08-06-09
RE: Prospective Purchaser Agreement between Escambia County and the
Florida Department of Environmental Protection
Date: 06-10-09
Page: 2 of 2

BUDGETARY IMPACT:

Maintenance and monitoring of the facility will be funded from Fund 352 (LOST).

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office has reviewed and approved the Agreement with the Florida Department of Environmental Protection.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION/DISCUSSION:

N/A

IMPLEMENTATION REQUIREMENTS:

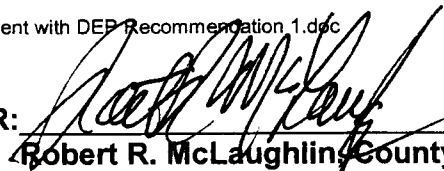
Following approval of this recommendation and execution of the Agreement, staff will continue the process of property acquisition of the Saufley Facility with LIG, and distribution of the Agreement will be handled appropriately.

COORDINATION WITH OTHER AGENCIES/PERSONS:

Negotiations with LIG are ongoing.

H:\NCSB\SWMBCC Recommendations\Saufley CD Landfill Agreement with DEP Recommendation 1.doc

CONCUR:


Robert R. McLaughlin, County Administrator

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION

IN THE OFFICE OF THE
NORTHWEST DISTRICT

OGC FILE NO.: 06-1157-C-17-SW

and,

Escambia County

PROSPECTIVE PURCHASER AGREEMENT

This Agreement ("Agreement") is entered into between the State of Florida Department of Environmental Protection ("Department") and Escambia County ("County"). The Department and County agree to undertake all actions required by the terms and conditions of this Agreement. The purpose of this Agreement is to define the limited liability, subject to the reservations and limitations contained herein, of the County for existing contamination at the Saufley C&D facility in the event the County voluntarily acquires, and then closes and undertakes long-term care and groundwater monitoring of the C&D facility.

The Department agrees that the County's entry into this Agreement, and the actions undertaken by the County in accordance with this Agreement are voluntary and do not constitute an admission of liability. The resolution of the potential liability of the County in exchange for the consideration provided by the County to the Department is of substantial benefit and is in the public interest.

Parties

1. The Department is the administrative agency of the State of Florida having the power and duty to protect Florida's air and water resources and to administer and enforce the provisions of Chapter 403, Florida Statutes (F.S.), and the rules promulgated in Title 62, Florida

Administrative Code (F.A.C.) The Department has jurisdiction over the matters addressed in this Agreement.

2. The County, is a person within the meaning of Section 403.031(5), F.S.
3. The County, is a political subdivision of the State of Florida.

History

4. On February 1, 2005, Louisiana Investment Group, LLC ("LIG") acquired title to the property located at 5660 Saufley Field Road, Pensacola, Escambia County, Florida, identified by Escambia County Property Appraiser's Office parcel identification number 381S1-3303-000-001 (the "Property") attached and incorporated as **Exhibit 1**. The LIG operated a Construction and Demolition Debris Disposal Facility at the Property from January 2005 to March 4, 2008.

5. On February 11, 2008, the Department ordered LIG to properly close the facility. On March 4, 2008, the Department issued a Final Order Of Abandonment as a result of LIG's failure to obtain required permits and to close the facility in accordance with Department's rules. On March 28, 2008, a Consent Final Judgment ("CFJ") was entered against LIG. The CFJ awarded judgment in favor of the Department and against LIG in the sums of \$661,500.00 in civil penalties and \$15,897.62 in Department costs, which amounts remain unsatisfied. The Judgment was recorded in the land records for Escambia County on April 4, 2008, in book 6309 at page 1260.

6. Closure activities at the Property performed to date have included the moving of waste to attempt to achieve a side slope of three feet horizontal to one (1) foot vertical, cover exposed waste with soil, seed some surfaces in an attempt to control erosion, and some work to establish a storm water system. Failure to adequately complete these requirements has resulted in significant erosion, exposed waste, odors and a failed storm water system.

7. The County intends to acquire the Property, close the facility and to convert the Property to a beneficial use. The County agrees to become responsible for the long term care and groundwater monitoring of the facility in accordance with Rule 62-701.730(10), F.A.C. The County certifies and represents that it is not a prior owner of the Property and has not been an operator of the facility thereon. Further, the County is not affiliated with the previous owners or operators of the Property.

Definitions of Additional Terms

8. "Existing Contamination" shall mean any hazardous substances, pollutants or contaminants present or existing on or under the Property or that have or will result from the hazardous substances, pollutants or contaminants present or existing on or under the Property as of the effective date of this Agreement, and specifically including hazardous substances, pollutants or contaminants that may be discovered or revealed subsequent to and which results from disposal of waste before the effective date of this Agreement.

9. "Property" shall mean that land and improvements encompassing approximately 22.82 acres, located at 5660 Saufley Field Road, and depicted generally on the map attached as **Exhibit 2**.

10. "State" shall mean the state of Florida, its departments, agencies and instrumentalities.

Consideration

11. In consideration of and in exchange for the Department's release of lien and covenant not to sue herein, the County agrees to close the facility in accordance with Rule 62-701.730(9), F.A.C. and to complete the closure within twenty-four (24) months from the date it acquires the Property. The County shall promptly notify the Department when it has acquired

the Property. Further, the County agrees to undertake long-term care and groundwater monitoring of the facility consistent with the requirements of the Rule. The County shall not be required to undertake remediation of ground water due to Existing Contamination, even if tests subsequent to the effective date of this Agreement show levels of Existing Contamination have increased or exceeded regulatory limits.

12. The County shall complete final closure of the facility pursuant to the requirements of Rule 62-701.730, F.A.C. and provide certification of closure to the Department in accordance with Rule 62-701.730(9)(c), F.A.C. , within twenty-four (24) months from the date it acquires the Property. The Department shall direct Evanston Insurance Company and all of its agents and representatives to reimburse the County for authorized closure costs incurred in accordance with a Closure Plan, pursuant to Policy Number 07EIL00279, if and to the extent such funds are available under the policy. Nothing contained herein shall constitute an assurance or representation by the Department that such funds are or will be available to the County or that they will be sufficient to reimburse the County for any specific amount.

13. The County agrees to conduct long term care of the facility in accordance with Rule 62-701.730(10), F.A.C. Groundwater monitoring shall be conducted on background and compliance wells on a semi-annual basis for a five year long-term care period. The wells to be sampled are:

Well Name	Designation	Approximate Location	Test Site Number
MW-1	Compliance	Approximately 346' west of MW-2 & approximately 8' north of south property line	9228
MW-2	Water Level Only	Approximately 115' west of southeast property corner & approximately 8' north of south property line	9227
MW-3	Water Level Only	Approximately 215' south of northwest property corner & approximately 40' east of west property line	9226

MW-4	Compliance	Approximately 460' west of MW-1 & approximately 8' north of south property line	19308
MW-6	Background	Approximately 50' south of northeast property corner & approximately 10' west of east property line	19371
MW-5	Water Level Only	Approximately 360' north of southwest property corner & approximately 10' east of west property line	19370

Results shall be reported on June 1 and December 1 each year. All sampling and analysis shall be conducted in accordance with the requirements of Rule 62-701.510(6)(b), F.A.C. Parameters analyzed shall be in accordance with Rule 62-701.730(4)(b), F.A.C. Water levels in each monitoring well shall be measured in a single day. Water levels shall be measured on the sample day and recorded prior to evacuating the wells or collecting samples. At each well site, water level, top of well casing and land surface elevations shall be measured and recorded at a precision of plus or minus 0.01 feet NAVD for each analysis report. Prior to sampling, the field parameters shall be stabilized from each well. Sampling and purging methods in the SOP's, as allowed in Chapter 62-160, F.A.C., must be used. Water Sample Analysis of all samples shall be conducted using approved State and Federal analytical methods with detection limits at or below the maximum allowable concentrations for all parameters, whenever possible. The Department shall direct Evanston Insurance Company and all of its agents and representatives to reimburse the County for authorized long-term care costs incurred in accordance with a Closure Plan, pursuant to Policy Number 07EIL00279, if and to the extent such funds are available under the policy. Nothing contained herein shall constitute an assurance or representation by the Department that such funds are or will be available to the County or that they will be sufficient to reimburse the County for any specific amount.

14. The results of each set of semiannual ground water analyses shall be submitted electronically on floppy diskettes or compact disc media readable by a Microsoft Windows

computer. The data shall be evaluated using ADaPT, and shall be electronically submitted to the Department using ADaPT to conduct data quality review and compliance checking. Electronic laboratory data must be submitted in a specific format called an Electronic Data Deliverable (EDD). The submittal shall also include laboratory reports, Chain of Custody sheets, field data sheets, Water Sampling Logs. The website with information on ADaPT can be viewed using the following internet link: <http://www.dep.state.fl.us/labs/dqa/adaptfaq.htm> . That data received by the Department will be used by it to assist in the evaluation of possible actions with regard to the property or against potentially responsible parties. Any decisions with regard to such actions shall be made by and in the sole discretion of the Department.

15. The benefits and burdens of this Agreement will run with the land and title to the Property, and will be binding upon the County and its successors and/or assigns in interest. Any future development of or construction on the Property shall follow the procedures and guidelines set forth in the Guidance for Disturbance and Use of Old Closed Landfills or Waste Disposal Areas in Florida , dated May 3, 2001 attached and incorporated as **Exhibit 3**.¹ The water quality evaluations in Sections 4.6, 4.6.1, and 4.6.2 and Appendices E. and F. of the Guidance document do not apply. Appendices E. and F. are not included in Exhibit 3.

Access/Notice to Successors in Interest

16. Commencing on the date that the County acquires title to the Property, it shall provide the Department, its authorized employees and representatives, an irrevocable right of access at all reasonable times to the Property. Except as specifically waived or modified by this Agreement, the Department retains all of its authorities and rights with regard to the Property or operations thereon, including its authority to bring enforcement actions, under any applicable statute or regulation, including any amendments thereto.

¹ http://www.dep.state.fl.us/waste/quick_topics/publications/shw/solid_waste/DumpGuideTotal.pdf

17. Within ten (10) days after the effective date of this Agreement, the County shall record a certified copy of this Agreement with the Clerk of the Court, Official Records section, Escambia County, State of Florida. Thereafter, each deed, title, or other instrument conveying an interest in the Property shall contain a notice stating that the Property is subject to this Agreement. A copy of these file stamped documents should be sent to the persons listed in the Notices and Submissions section below.

18. The County shall ensure that transferees, assignees, successors in interest, lessees, and sublessees, of the Property shall provide the same access and cooperation. The County shall ensure that a copy of this Agreement is provided to any current lessee or sublessee on the Property as of the effective date of this Agreement and shall ensure that any subsequent leases, subleases, assignments or transfers of the Property or an interest in the Property are consistent with this Agreement.

Due Care/Cooperation

19. The County shall exercise due care at the Property with respect to the Existing Contamination; and shall comply with all applicable local, State, and federal laws and regulations in the act of closing the landfill or any remediation associated therewith. The County recognizes that the implementation of closure may disclose, disturb or distribute Existing Contamination. In the event the County becomes aware of any action or occurrence on the Property which causes or threatens a release of hazardous substances, pollutants or contaminants at or from the Property that presents an imminent threat to public health, welfare or the environment, the County shall immediately take all appropriate action to prevent, abate, or minimize such release or threat of release and shall, in addition to complying with any applicable notification requirements under any law, immediately notify the Department of such release or

threatened release. Nothing contained herein shall be construed as obligating the Department to inspect, respond, contain, remove, abate or advise as to any contamination, pollution or other condition that currently exists or may be found to exist at the Facility.

Certification

20. By entering into this agreement, the County certifies that to the best of its knowledge and belief that the premises in paragraph 7 are true, accurate and complete, that it has fully and accurately disclosed to the Department all information known to it and all information in the possession or control of its officers, directors, employees, contractors and agents which relates in any way to any Existing Contamination or any past or potential future release of hazardous substances, pollutants or contaminants at or from the Property. The County also certifies that to the best of its knowledge and belief it has not caused or contributed to a release or threat of release of hazardous substances or pollutants or contaminants at the Property. If the Department determines that information provided by the County is not materially accurate and complete, this Agreement, within the sole discretion of the Department, shall be null and void and the Department reserves all rights it may have to pursue the recovery of costs, damages or penalties.

Department's Covenant Not To Sue

21. As consideration for the County doing the following: (i) acquiring the Property; (ii) completing closure of the C&D facility within twenty-four (24) months from the date it acquires the Property; (iii) providing the Department a Certification of Closure Construction within twenty-four (24) months from the date it acquires the Property, and (iv) conducting long-term care and groundwater monitoring, the Department, subject to the Reservations of Rights section of this Agreement, covenants not to sue or take any other civil or administrative action

against the County, its members, directors, officers, affiliates, and its agents for any and all civil liability, for injunctive relief, or reimbursement of costs associated with Existing Contamination at the Property, including but not limited to groundwater contamination, and specifically including actions seeking remediation of groundwater due to Existing Contamination. Provided, however, that the County is not found to be involved in bringing additional wastes to or discharging pollutants on to the Property following the date hereof, and the County does not default in its obligations hereunder, in which circumstances such covenant not to sue shall be null and void. Upon acquisition of the Property by the County, following execution of this Agreement, the Department shall release its judgment lien on the Property. This Agreement shall not constitute any assurance by the Department that third parties or the United States, its agencies or instrumentalities will not make claims against the County in connection with the Property or the matters addressed hereunder.

Reservation of Rights

22. The covenant not to sue set forth above does not pertain to any matters other than those expressly specified in paragraph 21 above. The Department reserves and this Agreement is without prejudice to all rights against the County with respect to all other matters, including but not limited to, the following:

(a) claims or liability based on a failure by the County to meet a requirement of this Agreement, including but not limited to those set forth in the Sections entitled Consideration, Access/Notice, and Due Care/Cooperation as set forth herein;

(b) any claims or liability resulting from future releases of hazardous substances, pollutants or contaminants, (save and except for Existing Contamination), at or from the Property caused or contributed to by the County, its successors, assignees, lessees or sublessees;

(c) any claims or liability resulting from exacerbation by the County, its successors, assignees, lessees or sublessees, of Existing Contamination;

(d) any claims or liability resulting from the release or threat of release of hazardous substances, pollutants or contaminants, at the Property after the effective date of this Agreement, not within the definition of Existing Contamination;

(e) any criminal liability; and

(f) any claims or liability resulting from a County's violation of local, state or federal law or regulation.

23. Nothing in this Agreement is intended to limit the right of the Department to undertake future response actions at the Property or to seek to compel responsible persons to perform or pay for response actions at the Property, save and except the express limitations set out in the Department's Covenant Not To Sue. The County acknowledges that it is purchasing or otherwise acquiring property where future groundwater response actions may be required by others.

24. Nothing in this Agreement is intended to bind, compel or commit the Department to undertake or pay for any response actions, contamination assessment or remediation at the Property or to initiate any legal action against any potentially responsible person.

County's Covenants Not To Sue

25. In consideration of the Department's Covenant Not To Sue in this Agreement, the County hereby covenants not to sue and not to assert any claims or causes of action against the State, its authorized officers, employees, or representatives with respect to the Property (save and except for actions seeking to enforce the terms of this Agreement) including but not limited to, any direct or indirect claims for reimbursement pursuant to any provision of law, any claim

against the State related to the Property, or any claims arising out of response activities at the Property. Further, the County covenants not to sue and not to assert any claim or cause of action against the State, its authorized officers, employees, or representatives, either i) to compel the State to take any action with regard to the Existing Contamination or any groundwater contaminated thereby, the Property or any potentially responsible party or ii) for the State's decisions not to act, its failure to act or any delay in taking action with regard to the Existing Contamination on the Property or any groundwater contaminated thereby.

Parties Bound/Transfer of Covenant

26. This Agreement shall apply to and be binding upon the Department, and the County, as well as their respective officers, directors, employees, and agents. Each signatory of a Party to this Agreement represents that he or she is fully authorized to enter into the terms and conditions of this Agreement and to legally bind such Party.

27. Notwithstanding any other provisions of this Agreement, all of the rights, benefits and obligations conferred upon the County under this Agreement may be assigned or transferred to any person with the prior written consent of the Department in the Department's sole discretion.

28. The County agrees to pay the reasonable costs incurred by the Department to review any subsequent requests for consent to assign or transfer the Property.

29. In the event of an assignment or transfer of the Property or an assignment or transfer of an interest in the Property, the assignor or transferor shall continue to be bound by, all the terms and conditions, and subject to all the benefits, of this Agreement except as the Department and the assignor or transferor agree otherwise and modify this Agreement, in writing, accordingly. Moreover, prior to or simultaneous with any subsequent assignment or

transfer of the Property, the assignee or transferee must consent in writing to be bound by the terms of this Agreement including but not limited to a certification of no prior involvement, association or contribution to the Existing Contamination in order for the Department's Covenant Not to Sue to be available to that assignee or transferee. The Department may, following the assignment and assumption of obligations by an assignee acceptable to the Department, release the County from its obligations hereunder. The Department's Covenant Not To Sue shall not be effective with respect to any assignees or transferees who fail to provide such written consent and certification to the Department in advance of such transfer.

Disclaimer

30. This Agreement in no way constitutes a finding by the Department as to the risks to human health and the environment which may be posed by contamination at the Property neither does it constitute any representation by the Department that the Property is fit for any particular purpose. This agreement in no way constitutes an agreement by the Department to take any action with regard to Existing Contamination or to inspect, contain, remove, abate or advise the County as to any hazardous substances, pollutants or contamination present or existing on the Property.

Notices

31. Notice, when required under this agreement shall be delivered by first class mail, proper postage fully pre-paid thereon, to the following addressees:

If to the Department, to:

W. Richard Fancher
District Director
Florida Department of Environmental Protection
160 Governmental Center
Pensacola, Florida 32502-5794

All immediate notices shall be delivered electronically to the following Department epost address:

epost_nwdwaste@dep.state.fl.us

If to the County, to:

Sandra P. Jennings, E.I.
Bureau Chief,
Neighborhood/Community Services Bureau
13009 Beulah Road
Cantonment, FL 32533

All immediate notices shall be delivered electronically to the following Department epost address:

To: sandra_jennings@co.escambia.fl.us

Copy: ron_hixson@co.escambia.fl.us

Effective Date

32. The effective date of this Agreement shall be the date upon which the Department issues written notice to the parties that the Department has fully executed the Agreement.

Modification

33. If either Department or the County believes that any or all of the obligations of Access/Notice to successors in interest are no longer necessary to ensure compliance with the requirements of the Agreement, such party may request in writing that the other party agree to modify the provision(s) establishing such obligations; provided, however, that the provision(s) in question shall continue in force unless and until the party requesting such termination receives written agreement from the other party to terminate such provision(s).

Exhibits

34. Exhibit 1 shall be the legal description of the Property which is the subject of this Agreement.

35. Exhibit 2 shall be the map depicting the Property.

36. Exhibit 3 shall be "Guidance for Disturbance and Use of Old Closed Landfills or Waste Disposal Areas in Florida." Final dated May 3, 2001.

Administrative Provisions

37. The County acknowledges and waives their rights to an administrative hearing pursuant to Sections 120.569 and 120.57, F.S., on the terms of this Agreement, and also acknowledges and waives their right to appeal the terms of this Agreement pursuant to Section 120.68, F.S., upon the effective date of this Agreement.

38. The County agrees to publish the notice below in a newspaper of daily circulation in Escambia County, Florida. The notice shall be published one time only within 10 days after the effective date of the Agreement by the Department.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
NOTICE OF PURCHASE AGREEMENT

The Department of Environmental Protection gives notice of agency action of entering into an Agreement with Escambia County, a political subdivision of the State of Florida. The Agreement addresses the closure and long term care of property located at 5660 Saufley Field Road, Escambia County, Florida. The Agreement is available for public inspection during normal business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, except legal holidays, at the Department of Environmental Protection, Pensacola, Florida, and will be duly recorded in the Public Records of Escambia County, Florida.

Persons whose substantial interests are affected by this Agreement have a right to petition for an administrative hearing on the Agreement. The Petition must contain the information set forth below and must be filed (received) in the Department's Office of General Counsel, 3900 Commonwealth Boulevard, MS# 35, Tallahassee, Florida 32399-3000, within 21 days of receipt of this notice. A copy of the Petition must also be mailed at the time of filing to the District Office named above at the address indicated. Failure to file a petition within the 21 days constitutes a waiver of any right such person has to an administrative hearing pursuant to Sections 120.569 and 120.57, Florida Statutes.

The petition shall contain the following information:

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
- (b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;
- (c) A statement of when and how the petitioner received notice of the agency decision;
- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (e) A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the agency's proposed action;
- (f) A statement of the specific rules or statutes the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and

(g) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the agency to take with respect to the agency's proposed action.

If a petition is filed, the administrative hearing process is designed to formulate agency action. Accordingly, the Department's final action may be different from the position taken by it in this Notice. Persons whose substantial interests will be affected by any decision of the Department with regard to the subject Agreement have the right to petition to become a party to the proceeding. The petition must conform to the requirements specified above and be filed (received) within 21 days of receipt of this notice in the Office of General Counsel at the above address of the Department. Failure to petition within the allowed time frame constitutes a waiver of any right such person has to request a hearing under Sections 120.569 and 120.57, Florida Statutes, and to participate as a party to this proceeding. Any subsequent intervention will only be at the approval of the presiding officer upon motion filed pursuant to Rule 28-106.205, Florida Administrative Code.

In addition to requesting an administrative hearing, any petitioner may elect to pursue mediation. The election may be accomplished by filing with the Department a mediation agreement with all parties to the proceeding (i.e., the applicant, the Department, and any person who has filed a timely and sufficient petition for a hearing). The agreement must contain all the information required by Rule 28-106.404. The agreement must be received by the clerk in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, within ten days after the deadline for filing a petition, as set forth above. Choosing mediation will not adversely affect the right to a hearing if mediation does not result in a settlement.

As provided in section 120.573 of the Florida Statutes, the timely agreement of all parties to mediate will toll the time limitations imposed by sections 120.569 and 120.57 for holding an administrative hearing and issuing a final order. Unless otherwise agreed by the parties, the mediation must be concluded within sixty days of the execution of the agreement. If mediation results in settlement of the administrative dispute, the Department must enter a final order incorporating the agreement of the parties. Persons seeking to protect their substantial interests that would be affected by such a modified final decision must file their petitions within twenty-one days of receipt of this notice, or they shall be deemed to have waived their right to a proceeding under sections 120.569 and 120.57. If mediation terminates without settlement of the dispute, the Department shall notify all parties in writing that the administrative hearing processes under sections 120.569 and 120.57 are resumed.

39. The Department hereby expressly reserves the right to initiate appropriate legal action to prevent or prohibit any violations of applicable statutes or the rules promulgated thereunder that are not specifically addressed by the terms of this Agreement.

40. No modifications of the terms of this Agreement shall be effective until reduced to writing and executed by the Department and the County.

41. This Agreement is a final agency action by the Department pursuant to Section 120.52(7), F.S., and it is final and effective on the date filed with the Clerk of the Department unless a Petition for Administrative Hearing is filed in accordance with Chapter 120, F.S. Upon the timely filing of a petition this Agreement will not be effective until further order of the Department.

42. This Agreement may be executed in original counterparts, which when complete shall be binding on all parties, their agents, successors and assigns.

43. This Agreement constitutes the entire agreement between the Department and the County related to the Property. No prior or present agreements or representations shall be binding upon those parties unless included in this document. No modifications to or change in this document shall be valid or binding unless made in writing and executed by the parties intended to be bound.

ESCAMBIA COUNTY, FLORIDA;
by and through its duly authorized Board of
County Commissioners

By: _____
Marie Young, Chairman

Date: _____

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

BCC Approved: _____

This document approved as to form
and legal sufficiency.

By: [Signature]
Title Asst. County Attorney
Date June 4, 2009

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

W. Richard Fancher
Director of District Management
Northwest District

FILED, on this date, pursuant to § 120.52, Florida Statutes,
with the designated Department Clerk, receipt of which
is hereby acknowledged.

Clerk

Date

c: Larry Morgan, FDEP OGC

EXHIBIT 1: ESCAMBIA COUNTY
PROSPECTIVE PURCHASE AGREEMENT

Saufley C&D Facility property located at 5660 Saufley Field Road,
Pensacola, Escambia County, Florida.

OGC File Number: 06-1157-C-17-SW

Escambia County Property Appraiser's Office parcel identification number:
381S313303000001 - Full Legal Description

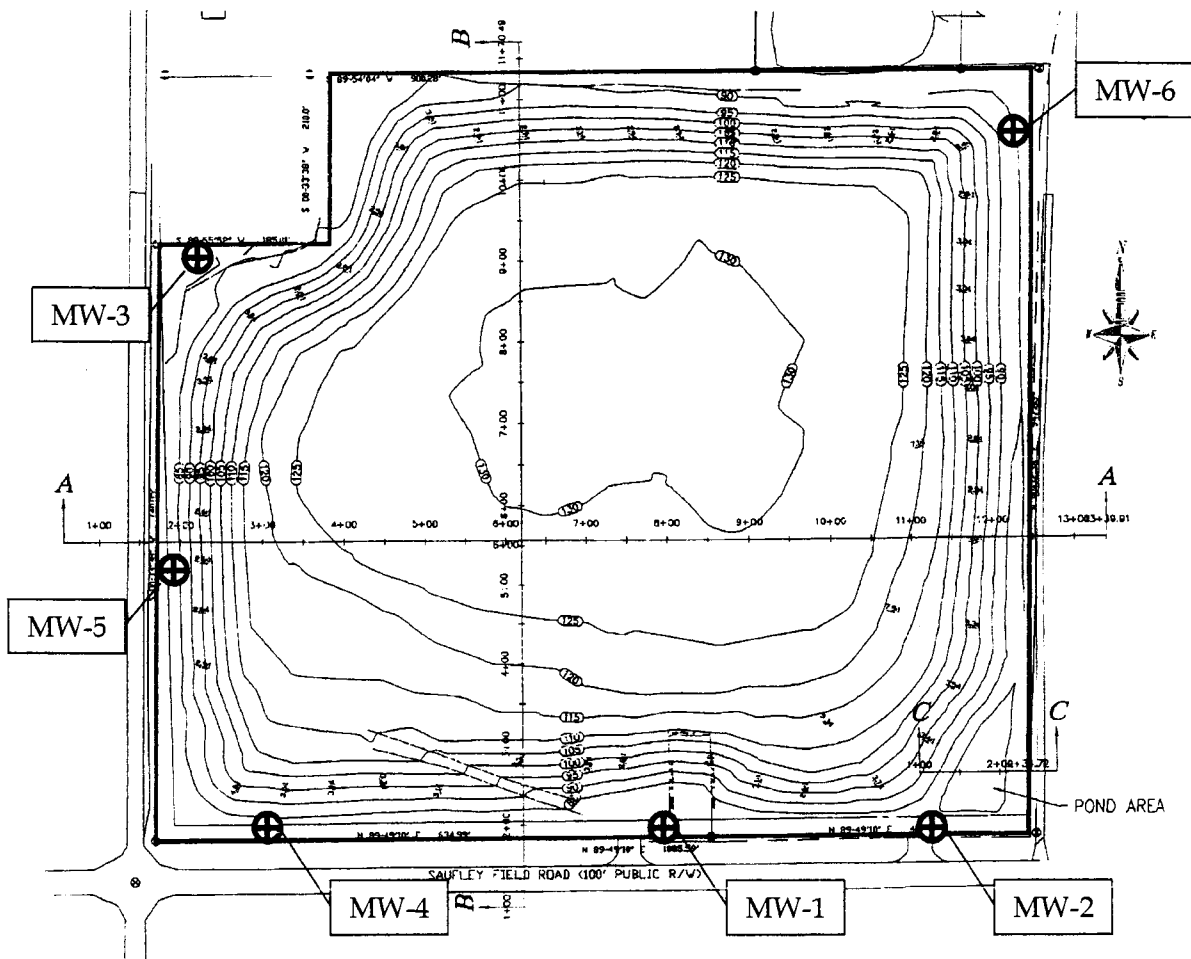
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TO POB AND LOTS 1 THRU 31 NOTTINGHAM ESTATES PB 9 P 6 OR 5567 P 1035

Date: _____

EXHIBIT 2: ESCAMBIA COUNTY
PROSPECTIVE PURCHASE AGREEMENT

Saufley C&D Facility property located at 5660 Saufley Field Road,
Pensacola, Escambia County, Florida.

OGC File Number: 06-1157-C-17-SW



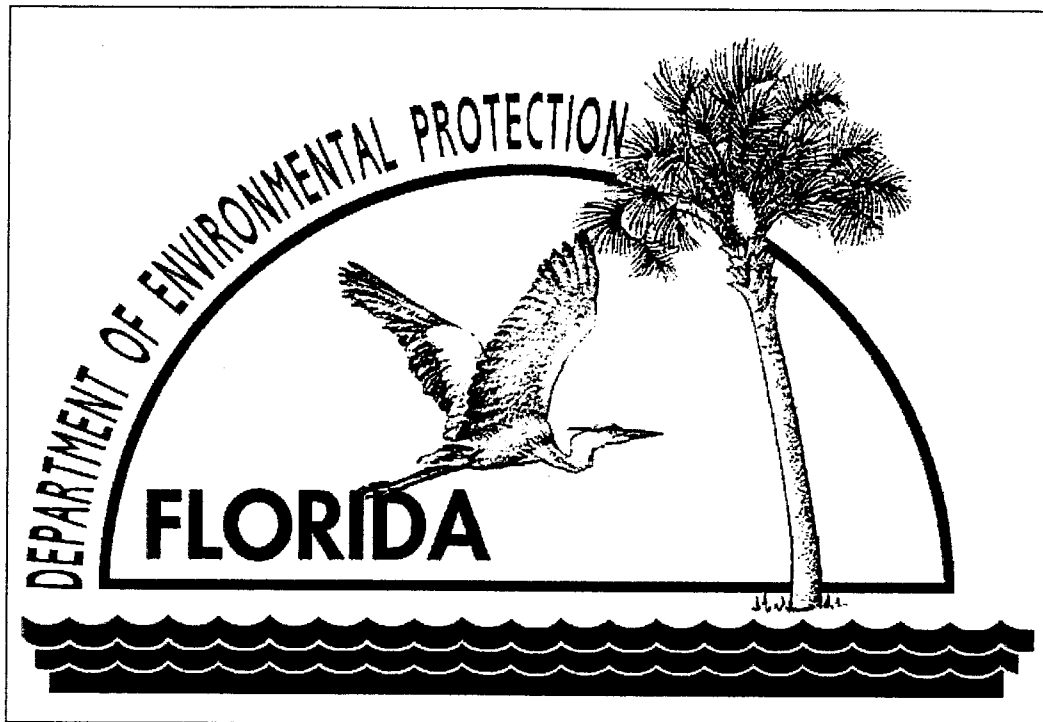
Date: _____

EXHIBIT 3: ESCAMBIA COUNTY PROSPECTIVE PURCHASE AGREEMENT
Saufley C&D Facility property located at 5660 Saufley Field Road, Pensacola, Escambia County, Florida
OGC File Number: 06-1157-C-17-SW

GUIDANCE FOR DISTURBANCE AND USE
OF OLD CLOSED LANDFILLS OR WASTE
DISPOSAL AREAS IN FLORIDA

FINAL

May 3, 2001



Prepared by:

Department of Environmental Protection
Solid Waste Section
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

EXHIBIT 3: ESCAMBIA COUNTY PROSPECTIVE PURCHASE AGREEMENT
Saufley C&D Facility property located at 5660 Saufley Field Road, Pensacola, Escambia County, Florida
OGC File Number: 06-1157-C-17-SW

Old Disposal Guidance
May 3, 2001

DISCLAIMER

The information contained in this document is intended for guidance only. It is not a rule and does not create any standards or criteria which must be followed by the regulated community. Furthermore, compliance with this document does not relieve the owner or operator from the responsibility for complying with the Department's rules nor from any liability for environmental damages caused by the disturbance of or activities near old landfills or waste disposal areas.

EXHIBIT 3: ESCAMBIA COUNTY PROSPECTIVE PURCHASE AGREEMENT
Saufley C&D Facility property located at 5660 Saufley Field Road, Pensacola, Escambia County, Florida
OGC File Number: 06-1157-C-17-SW

Old Disposal Guidance
May 3, 2001

TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
DISCLAIMER	i
LIST OF ACRONYMS	iii
1.0 BACKGROUND AND PURPOSE	1
2.0 APPLICABILITY	2
3.0 GOAL	3
4.0 WASTE DISTURBANCE	4
4.1 <u>Waste Relocation On-site</u>	4
4.2 <u>Waste Left In-place</u>	7
4.3 <u>Waste Removal and Off-site Disposal</u>	7
4.3.1 <u>Excavation and Disposal Plan</u>	8
4.3.2 <u>Waste Characterizations</u>	9
4.4 <u>Recycling Wastes or Vegetative Matter</u>	12
4.5 <u>Use of Screened Solid Waste</u>	14
4.5.1 <u>Back-filling Excavated Areas</u>	15
4.5.2 <u>Off-site Uses</u>	17
4.6 <u>Water Quality Evaluations</u>	17
4.6.1 <u>Wastes Removed</u>	17
4.6.2 <u>Wastes Left In-place</u>	18
5.0 CONSTRUCTION NEAR WASTE-FILLED AREAS	18
6.0 CONSTRUCTION OVER WASTE-FILLED AREAS	18
6.1 <u>Cautions for Construction</u>	19
6.2 <u>Alternate Uses of Disposal Areas</u>	20
REFERENCES	22

LIST OF TABLES

1. Minimum Number of Soil Samples Required.....	23
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APPENDICES

- A. Department Solid Waste Contacts and Addresses
- B. Partial Summary of Landfill Permit, Closure and Long-term Care Requirements
- C. Partial Summary of Construction and Demolition (C&D) Debris Permit, Closure and Long-term Care Requirements
- D. Reuse Target Levels
- E. Preliminary Contamination Assessment Actions
- F. Corrective Actions for Contamination Site Cases

EXHIBIT 3: ESCAMBIA COUNTY PROSPECTIVE PURCHASE AGREEMENT
Saufley C&D Facility property located at 5660 Saufley Field Road, Pensacola, Escambia County, Florida
OGC File Number: 06-1157-C-17-SW

Old Disposal Guidance
May 3, 2001

LIST OF ACRONYMS

CompQAP - Comprehensive Quality Assurance Plan
CAP - Contamination Assessment Plan
CAR - Contamination Assessment Report
EDP - Excavation and Disposal Plan
EPA - U. S. Environmental Protection Agency
EM - Electromagnetic Conductivity
F.A.C. - Florida Administrative Code
F.S. - Florida Statutes
FS - Feasibility Study
GWMP - Ground Water Monitoring Plan
HRA - Health Risk Assessment
IRA - Initial Remedial Action
IRAP - Initial Remedial Action Plan
MOP - Monitoring Only Plan
NGVD - National Geodetic Vertical Datum of 1929
NELAP - National Environmental Laboratory Accreditation
Program
NFA - No Further Action
PCAP - Preliminary Contamination Assessment Plan
PCAR - Preliminary Contamination Assessment Report
QA/QC - Quality Assurance/Quality Control
RAJ - Risk Assessment/Justification
RCRA - Resource Conservation and Recovery Act
RAP - Remedial Action Plan
Rfd - Reference Dose
RSM - Recovered Screened Material
RTL - Reuse Target Level
SRCR - Site Rehabilitation Completion Report
SF - Slope Factor
SPLP - Synthetic Precipitation Leaching Procedure
SRL - Site Rehabilitation Level
SSW - Screened Solid Waste
WPF - Waste Processing Facility
WTE - Waste-to-Energy

EXHIBIT 3: ESCAMBIA COUNTY PROSPECTIVE PURCHASE AGREEMENT
Saufley C&D Facility property located at 5660 Saufley Field Road, Pensacola, Escambia County, Florida
OGC File Number: 06-1157-C-17-SW
Old Disposal Guidance
May 3, 2001

1.0 BACKGROUND AND PURPOSE

In the past, the Florida Department of Environmental Protection (Department) has received notifications that old landfills or old disposal areas were unexpectedly discovered during various construction projects. The Department has also been contacted by property owners who were seeking to develop property which was known to contain areas where waste had been disposed. In both of these cases, the Department has usually been asked to provide guidance on how to properly manage the waste at the sites. Questions have typically been raised about relocating the wastes, where wastes can be properly disposed, permitting requirements, back-filling of excavated areas, use of screened material from the waste and ground water monitoring requirements.

There have also been cases where the Department discovered that construction projects, such as residential housing units, schools, recreational areas or retail businesses, have been completed either on top of or adjacent to old disposal areas. Some of these projects have resulted in considerable concern by the Department and the public for both the health and safety of individuals living or working near these disposal areas and for the integrity of the environmental protection measures that may be in place at the disposal sites.

The potential risks from old disposal sites may vary considerably and are usually not well understood. This can be due to a variety of factors such as a lack of records on the types of waste disposed at a site or a lack of data on the generation and fate of gases and leachate from these wastes. For example, some wastes contain more biodegradable material than others and as a result may generate more methane gas under anaerobic conditions. Or, due to the age of the wastes, they may have stabilized to the point that gas generation is no longer of concern. If gases are still being generated, they may or may not be migrating off-site depending on the specific geological and physical features of the site. Also, since these old disposal sites were unlined, impact to ground water from leachate generation may be a problem, but this can not be determined without a ground water investigation.

Due to the difficulties encountered in dealing with these old sites, the Department has been asked to develop recommendations for managing the problems arising from construction near or over them. Consequently, this document is intended to provide guidance to the regulated community on the

EXHIBIT 3: ESCAMBIA COUNTY PROSPECTIVE PURCHASE AGREEMENT
Saufley C&D Facility property located at 5660 Saufley Field Road, Pensacola, Escambia County, Florida
OGC File Number: 06-1157-C-17-SW
Old Disposal Guidance
May 3, 2001

Department's requirements and recommendations for disturbing or using old, closed landfills or disposal areas. While owners of these old sites are encouraged to use this guidance, this document is not a rule and does not create any standards or criteria which must be followed by the regulated community.

2.0 APPLICABILITY

In general, this document only applies to old disposal sites that are inactive, i.e. no longer receiving wastes, and can normally be placed into one of three categories: (1) old permitted landfills that had a final cover¹ installed before July 1, 1985 without a closure permit; (2) old disposal sites, such as dumps, open dumps and promiscuous dumps, that were operated and closed without permits and which may have had few or no records available of their operations; and (3) construction and demolition (C&D) debris disposal areas which were operated and closed prior to August 2, 1989. The application of this document to any other sites will be determined on a case-by-case basis by the Department.

For the purposes of this document, a "landfill" means a Class I, II or III landfill as it is currently defined in the Department's Solid Waste Management Facilities rule, Chapter 62-701, Florida Administrative Code (F.A.C.). Also, C&D debris² in this document means the same as it is currently defined in Rule 62-701.200(27), F.A.C. which reads:

"Construction and demolition debris" means discarded materials generally considered to be not water soluble and non-hazardous in nature, including but not limited to steel, glass, brick, concrete, asphalt material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, including such debris from construction of structures at a site remote from the construction or demolition project site. The term includes rocks, soils, tree remains, trees, and other vegetative matter which normally results from land clearing or land development operations for a construction project; clean

¹ In July 1, 1985, final cover was generally defined as a 24-inch thick soil layer placed over the wastes in the landfill.

² An additional explanation of how C&D debris wastes are defined is contained in Section 4.3.2 of this document.

EXHIBIT 3: ESCAMBIA COUNTY PROSPECTIVE PURCHASE AGREEMENT
Saufley C&D Facility property located at 5660 Saufley Field Road, Pensacola, Escambia County, Florida
OGC File Number: 06-1157-C-17-SW
Old Disposal Guidance
May 3, 2001

cardboard, paper, plastic, wood, and metal scraps from a construction project; effective January 1, 1997, except as provided in Section 403.707(12)(j), F.S., unpainted, non-treated wood scraps from facilities manufacturing materials used for construction of structures or their components and unpainted, non-treated wood pallets provided the wood scraps and pallets are separated from other solid waste where generated and the generator of such wood scraps or pallets implements reasonable practices of the generating industry to minimize the commingling of wood scraps or pallets with other solid waste; and de minimis amounts of other non-hazardous wastes that are generated at construction or demolition projects, provided such amounts are consistent with best management practices of the construction and demolition industries. Mixing of construction and demolition debris with other types of solid waste will cause it to be classified as other than construction and demolition debris.

Dumps, open dumps and promiscuous dumps were defined in earlier rules by the Department. In 1974, dumps were defined in Rule 17-7.02(7), F.A.C. as:

"Dump" is a land disposal site at which solid waste is disposed of in a manner which does not protect the environment and is exposed to the elements, vectors and scavengers.

In 1979, open dumps and promiscuous dumps were defined in Rules 17-7.02(33) and (36), respectively, as:

"Open Dump" means a site for the disposal of solid waste which does not comply with the criteria of Chapter 17-7, F.A.C.; and

"Promiscuous Dump" means an unauthorized site where indiscriminate deposits of solid waste are made.

3.0 GOAL

If plans are made to disturb an old landfill, the owner is required to notify the Department before beginning this

EXHIBIT 3: ESCAMBIA COUNTY PROSPECTIVE PURCHASE AGREEMENT
Saufley C&D Facility property located at 5660 Saufley Field Road, Pensacola, Escambia County, Florida
OGC File Number: 06-1157-C-17-SW
Old Disposal Guidance
May 3, 2001

activity. The basic regulatory requirements for the old, closed landfills are contained in Rule 62-701.610(7), F.A.C. and read as follows:

Use of closed landfill areas. Closed landfill areas, if disturbed, are a potential hazard to public health, ground water and the environment. The Department retains regulatory control over any activities which may affect the integrity of the environmental protection measures such as the landfill cover, drainage, liners, monitoring system, or leachate and stormwater controls. Consultation with the Department is required prior to conducting activities at the closed landfill areas.

The goal of this document is not to impose new regulatory burdens on owners of old landfills or disposal sites. Rather, the owners of these sites are strongly encouraged to consult with the Department prior to disturbing any of these areas or conducting any construction near or over them and to develop a plan of action that achieves the goals of the owner but is also protective of human health and the environment. To facilitate communication with the Department in these matters, a list of contacts and addresses for the Tallahassee and District offices is provided in APPENDIX A.

The remaining portions of this document describe the activities that should be conducted or considered when attempting development near or over these old sites. The Department encourages the owners of these sites to follow these recommendations.

4.0 WASTE DISTURBANCE

4.1 Waste Relocation On-site

There have been occasions when construction projects have included the on-site relocation of existing wastes which were either known to exist at the site before construction or discovered during construction. The owner may also desire to sort uncontaminated concrete from the waste before reburial³.

³ Sorting materials other than uncontaminated concrete will require written approval by the Department before the sorting begins in accordance with the requirements of Section 4.4 of this document.

EXHIBIT 3: ESCAMBIA COUNTY PROSPECTIVE PURCHASE AGREEMENT
Saufley C&D Facility property located at 5660 Saufley Field Road, Pensacola, Escambia County, Florida
OGC File Number: 06-1157-C-17-SW
Old Disposal Guidance
May 3, 2001

In 2001, the Department revised its solid waste rule to address the relocation of these on-site wastes at closed landfills. Specifically, Rule 62-701.610(8) reads:

Relocation of waste. The owner of a closed landfill may request permission from the Department to move waste from one point to another within the footprint of the same solid waste disposal unit. If the landfill has a valid closure permit, the permittee shall seek a modification to reflect the relocation of waste. The Department shall approve such a request upon a demonstration that:

(a) The activity will not cause or contribute to any leachate leakage from the landfill, and will not adversely affect the closure design of the landfill;

(b) Any leachate, stormwater runoff, or gas which is generated by the activity is controlled on site;

(c) Any hazardous waste which is generated by the activity will be managed in accordance with Chapter 62-730, F.A.C.;

(d) Immediately after the activity is completed, the landfill will be covered, vegetated, and graded so as to comply with the closure requirements that apply to that landfill, which shall include a final cover of at least two feet of soil; and

(e) The appropriate District Office of the Department is notified at least seven days before the activity takes place in order to have the opportunity to inspect the site.

If the landfill has a valid closure permit, then a modification of that closure permit will be required to relocate on-site wastes. The owner of the landfill will have to demonstrate that the requirements of Rule 62-701.610(8), F.A.C. will be satisfied during the relocation activities.

Uncontaminated concrete which is excavated from the disposal site and removed from the wastes may be used as a raw material or as fill material without a permit⁴, i.e. used as clean debris. But it must meet the definition of clean debris contained in Rule 62-701.200(15), F.A.C. before it can be used as fill or raw material.

⁴ For the Department's requirements on this use, see Rules 62-701.220(2)(f) and 62-701.730(15), F.A.C.

EXHIBIT 3: ESCAMBIA COUNTY PROSPECTIVE PURCHASE AGREEMENT
Saufley C&D Facility property located at 5660 Saufley Field Road, Pensacola, Escambia County, Florida
OGC File Number: 06-1157-C-17-SW
Old Disposal Guidance
May 3, 2001

If the landfill was closed before closure permits were required, then waste relocation activities may still be allowed and the Department will not require a closure permit or long-term care requirements provided the following occur.

- (a) A Relocation Plan must be submitted for review and approval to the Department's District office in the District where the disposal site is located (see contacts and addresses in APPENDIX A). It should include the following:
 - a site map showing which waste will be removed and where they will be reburied;
 - an estimate of the total volume of wastes to be relocated and the time needed to complete the project;
 - a description of how the wastes will be excavated and relocated; and
 - a description of how odors will be minimized and how surface water and leachate resulting from the relocation activities will be controlled.
- (b) The waste must only be relocated within the original landfill or disposal site footprint⁵, and must be covered with two feet of soil, compacted and revegetated.
- (c) No off-site waste can be transported to the site and disposed of in the relocation areas.
- (d) Should any hazardous wastes be encountered, they will be managed as a hazardous waste according to Chapter 62-730, F.A.C.
- (e) The only wastes to be relocated are those which are necessary to implement the construction project.
- (f) If sorting of uncontaminated concrete from the waste is planned, a description of how the sorting will be accomplished shall be provided. Uncontaminated concrete may be used as a raw material or as fill without a permit provided it meets the requirements stated above for facilities having valid closure permits.
- (g) If it is determined that the waste at the site is causing ground water contamination, then some water quality

⁵ Relocation of wastes outside the original footprint is considered new disposal and may require a permit.

EXHIBIT 3: ESCAMBIA COUNTY PROSPECTIVE PURCHASE AGREEMENT
Saulley C&D Facility property located at 5660 Saulley Field Road, Pensacola, Escambia County, Florida
OGC File Number: 06-1157-C-17-SW
Old Disposal Guidance
May 3, 2001

monitoring, and possibly corrective actions, will be required as described in Section 4.6.

4.2 Waste Left In-place

Waste left in-place and not disturbed, is generally subject only to the requirements that applied at the time the site was operated. If there are questions about these requirements, the summaries in APPENDICES B and C may provide some guidance.

Normally, no further action is required by the Department in the areas containing undisturbed waste. However, if the waste is not stabilized⁶ and the final cover is inadequate, the Department may require the soil cover be maintained. Also, if it is determined that the waste is causing ground water contamination, then some water quality monitoring, and possibly corrective action, will be required according to Section 4.6.

4.3 Waste Removal and Off-site Disposal

Removing the waste may be the best option to achieve unrestricted use of former disposal areas. This option may not be practical if a large area of land was used for disposal or if much of the waste was disposed of in the ground water and cannot be easily removed. In those cases, a partial removal may be appropriate. The Department must be notified prior to beginning these activities. However, a permit will not generally be required for these activities provided the work is conducted under a Department approved Excavation and Disposal Plan (see Section 4.3.1).

Uncontaminated concrete which is excavated from the disposal site and removed from the wastes may be used as a raw material or as fill material without a permit⁷, i.e. used as clean debris. But it must meet the definition of clean debris contained in Rule 62-701.200(15), F.A.C. before it can be used as fill or raw material.

⁶ Rule 62-701.200(120), F.A.C. defines stabilized to mean the "biological and chemical decomposition of the wastes has ceased or diminished to a level so that such decomposition no longer poses a pollution, health, or safety hazard."

⁷ For the Department's requirements on this use, see Rules 62-701.220(2)(f) and 62-701.730(15), F.A.C.

EXHIBIT 3: ESCAMBIA COUNTY PROSPECTIVE PURCHASE AGREEMENT
Saufley C&D Facility property located at 5660 Saufley Field Road, Pensacola, Escambia County, Florida
OGC File Number: 06-1157-C-17-SW
Old Disposal Guidance
May 3, 2001

4.3.1 Excavation and Disposal Plan

Before beginning waste removal, an Excavation and Disposal Plan (EDP) should be submitted for review and approval to the Department's District office in the District where the disposal site is located. An EDP should include at least the following items.

- (a) Extent of Waste - The extent of the disposal area where the waste will be removed must be fully delineated as follows:
- The extent of the in-place waste disposal area must be fully delineated in both the vertical and horizontal directions. Normally this delineation can be conducted using soil borings or test pits. Other geophysical methods may also be used.
 - A site plan showing the location of the disposal area, and locations of the test pits or soil borings must be provided.
 - A description of the materials found in the test pits or borings and the depths where these materials were encountered must also be provided.
 - If ground water was encountered in the pits or borings, the depth to water should be described.
- (b) Gas Concerns - To ensure there are no potential adverse effects from waste gas, a combustible gas⁸ survey of ambient air conditions shall be conducted at the site before the wastes are removed and again within ninety days after removal. Combustible gases in confined spaces shall not exceed twenty-five percent of their lower explosive limit. Ambient air monitoring shall also be conducted periodically during excavation to ensure conditions for combustible gases are not being created. In addition, before wastes are removed, soil monitoring probes shall be installed where the wastes are located and sampled for combustible gases. Sampling shall be conducted in the headspace of the monitoring probe without purging the gas before collecting the sample.
- (c) Waste Removal - The EDP should describe the waste removal activities planned including a description of:
- the procedures for staging wastes prior to removal and an estimate of the length of time wastes will be staged;

⁸ Combustible gases shall be calibrated to methane.

EXHIBIT 3: ESCAMBIA COUNTY PROSPECTIVE PURCHASE AGREEMENT
Saufley C&D Facility property located at 5660 Sauflay Field Road, Pensacola, Escambia County, Florida
OGC File Number: 06-1157-C-17-SW
Old Disposal Guidance
May 3, 2001

- an estimate of the total volume of wastes to be removed and the time needed to complete the project;
- the methods(s) that will be used to characterize the various types of waste encountered according to the recommendations of Section 4.3.2;
- the procedures for handling any hazardous waste or hazardous materials should they be encountered;
- the procedures for handling any land clearing debris should it be generated and designated for off-site disposal or recycling;
- the intended permitted disposal facility(s) for wastes removed;
- how odors and dust will be minimized and the procedures for controlling leachate from disturbed or staged waste areas prior to removal of the wastes from the site;
- if sorting of uncontaminated concrete from the waste is planned, a description of how the sorting will be accomplished shall be provided; and
- the procedures that will be used to ensure the water quality monitoring, and possibly corrective action, requirements of Section 4.6 will be followed.

4.3.2 Waste Characterizations

Before excavated waste can be disposed of off-site, it will need to be characterized to determine which method of disposal is appropriate. The waste can usually be placed into one of four categories: (1) a hazardous waste; (2) a waste suitable for disposal in a permitted Class I or II landfill; (3) a waste suitable for disposal in a permitted Class III landfill; and (4) C&D debris waste (if it meets the definition of C&D debris waste as described below). In addition, some sites may involve a significant amount of land clearing operations prior to excavation of the waste. The vegetative waste generated from these land clearing operations may be suitable for disposal in a permitted Class III landfill, C&D debris facility or a land clearing debris disposal facility.

If the excavated waste is a hazardous waste, it will need to be managed in accordance with the requirements of Chapter 62-730, F.A.C. The generator is responsible for determining if the excavated material is a hazardous waste. The Department's Hazardous Waste Regulation Section can be contacted if there are any questions about the hazardous waste determination for this material.

EXHIBIT 3: ESCAMBIA COUNTY PROSPECTIVE PURCHASE AGREEMENT
Saufley C&D Facility property located at 5660 Saufley Field Road, Pensacola, Escambia County, Florida
OGC File Number: 06-1157-C-17-SW
Old Disposal Guidance
May 3, 2001

If the excavated material is not a hazardous waste and if it is not considered a liquid waste according to Rule 62-701.200(72), F.A.C., then it may be disposed of in a permitted Class I or II landfill⁹. The landfill owner/operator, however, is not required to accept this material for disposal. The generator of the waste should contact the landfill owner/operator before transporting the material to ensure it can be received at the landfill for disposal.

Some wastes may qualify for disposal in a permitted Class III landfill, provided they are not putrescible household wastes, or other Class I wastes, and meet the definition of Rule 62-701.200(14), F.A.C. which reads as follows:

"Class III waste" means yard trash, construction and demolition debris, processed tires, asbestos, carpet, cardboard, paper, glass, plastic, furniture other than appliances, or other materials approved by the Department that are not expected to produce leachate which poses a threat to public health or the environment.

Some of the wastes removed from old disposal sites may meet the definitions of the specific items listed in the rule and may be suitable for disposal in a Class III landfill if they are not contaminated with other wastes. However, the definition of Class III wastes also allows the Department to approve "other materials" for disposal in Class III landfills if it is satisfied that they are "not expected to produce leachate which poses a threat to public health or the environment." Many of the wastes from these old disposal sites may also qualify for this "other materials" category at a Class III landfill. But the burden will be on the generator to show entitlement to this determination by the Department. These determinations will be made on a case-by-case basis.

Some waste may be considered C&D debris and qualify for disposal in a C&D debris facility or a Class III landfill, but this determination will probably be difficult. There are essentially three tests that must be satisfied. The first two deal with the definition of C&D debris contained in Section 403.707(17), F.S., and the third deals with the problem of mixing. First, the material must be "not water-soluble and

⁹ While not typically expected to be an option, the wastes could also be disposed of at a Waste-to-Energy (WTE) facility if the WTE facility is authorized by its permit to process it and the material is not a hazardous waste.

EXHIBIT 3: ESCAMBIA COUNTY PROSPECTIVE PURCHASE AGREEMENT
Saufley C&D Facility property located at 5660 Saufley Field Road, Pensacola, Escambia County, Florida
OGC File Number: 06-1157-C-17-SW
Old Disposal Guidance
May 3, 2001

nonhazardous in nature" including a list of included materials¹⁰. In other words, it must be of a certain "type." Second, the material must be "from the construction or destruction of a structure as part of a construction or demolition project," meaning that it must also be from a certain "source." Third, the law says that mixing of C&D debris with other types of waste will cause it to be classified as other than C&D debris.

Thus, for wastes from an old disposal site to be classified as C&D debris, the generator will have the burden to demonstrate that the waste met the "type" and "source" requirements and also show that it had never been mixed with other types of solid waste. If these three criteria cannot be satisfied, then the waste may not be disposed of at a C&D debris facility. However, it may still be allowed for disposal at a Class III landfill if the Department approves it as an "other material" according to Rule 62-701.200(14), F.A.C.

Vegetative wastes which meet the definition of "yard trash" contained in Rule 62-701.200(143), F.A.C., may not be disposed of in a lined landfill (see Rule 62-701.300(8)(c), F.A.C.). However, they may be disposed of in a permitted Class III landfill¹¹. They may also be disposed of in a permitted C&D debris disposal facility or a permitted land clearing debris disposal facility if they also meet the definition of "land clearing debris" contained in Rule 62-701.200(62), F.A.C. The definition of yard trash reads as follows:

"Yard trash" means vegetative matter resulting from landscaping maintenance or land clearing operations and includes materials such as tree and shrub trimmings, grass clippings, palm fronds, trees and tree stumps.

¹⁰ These included materials are generally items such as: (1) steel, glass, brick, concrete, asphalt material, pipe, gypsum wallboard and lumber; (2) rocks, soils, tree remains, trees, and other vegetative matter which normally results from land clearing or land development operations for a construction project; and (3) clean cardboard, paper, plastic, wood, and metal scraps from a construction project.

¹¹ The Department considers the prohibition for disposing of yard trash in a lined landfill to apply to Class I landfills. While some Class III landfills may have liners, they generally do not meet the definition of "lined landfill" contained in Rule 62-701.200(69), F.A.C. and thus are not subject to the prohibition.

EXHIBIT 3: ESCAMBIA COUNTY PROSPECTIVE PURCHASE AGREEMENT
Saufley C&D Facility property located at 5660 Saufley Field Road, Pensacola, Escambia County, Florida
OGC File Number: 06-1157-C-17-SW
Old Disposal Guidance
May 3, 2001

The definition of land clearing debris reads as follows:

"Land clearing debris" means rocks, soils, tree remains, trees, and other vegetative matter which normally results from land clearing or land development operations for a construction project. Land clearing debris does not include vegetative matter from lawn maintenance, commercial or residential landscape maintenance, right-of-way or easement maintenance, farming operations, nursery operations, or any other sources not related directly to a construction project.

4.4 Recycling Wastes or Vegetative Matter

In some cases, the owner of a site may wish to recycle some of the excavated waste or the vegetative matter generated during land clearing operations. This recycling might be on-site or the wastes may be sorted from non-recyclable wastes and transported off-site for recycling. If the only waste to be sorted and recycled is uncontaminated concrete, then, as has been stated earlier, this waste may be used as a raw material or as fill material without a permit¹², i.e. used as clean debris. But it must meet the definition of clean debris contained in Rule 62-701.200(15), F.A.C. before it can be used as fill or raw material. If other wastes are planned for sorting or recycling, then the requirements become more complicated.

If the waste is excavated and transported off-site for recycling, then it may be suitable for processing at a Waste Processing Facility¹³ (WPF). Likewise, the vegetative materials generated during the operation and transported off-site may be suitable for recycling at a yard trash mulching facility or a yard trash compost facility.

If the excavated wastes are sorted on-site for the purpose of recycling them either on-site or at a permitted or registered facility located off-site, then the owner of the landfill will be required to obtain written approval by the Department before beginning the sorting operations. The owner must contact the Department's District office in which the landfill is located to determine the exact requirements.

¹² For the Department's requirements on this use, see Rules 62-701.220(2)(f) and 62-701.730(15), F.A.C.

¹³ The requirements for Waste Processing Facilities are contained in Rule 62-701.710, F.A.C.

EXHIBIT 3: ESCAMBIA COUNTY PROSPECTIVE PURCHASE AGREEMENT
Saufley C&D Facility property located at 5660 Saufley Field Road, Pensacola, Escambia County, Florida
OGC File Number: 06-1157-C-17-SW
Old Disposal Guidance
May 3, 2001

A WPF that recycles the waste must have a solid waste permit to operate according to the requirements of Rule 62-701.710, F.A.C. No excavated waste should be transported to a WPF unless it is authorized by its permit to receive this material, and the owner or operator of the WPF is willing to process it. The characterization of the waste in Section 4.3.2 of this document should help clarify if the waste can be processed by the WPF.

Yard trash¹⁴ from the site may be recycled at a yard trash mulching facility or a yard trash compost facility. These facilities will normally not need a solid waste permit provided they meet the criteria for a yard trash processing facility in Rule 62-709.320, F.A.C. and register with the Department in accordance with Rule 62-709.320(5), F.A.C.

The excavation, on-site sorting or recycling, transportation and off-site recycling of wastes or vegetative materials may be allowed, with prior written approval by the Department, provided the following occur.

- (a) A Recycling Plan must be submitted for review and approval to the Department's District office in the District where the disposal site is located. It should include the following:
- a site map showing where the waste staging, sorting and screening areas will be located and which areas of the disposal site will be excavated;
 - an estimate of the total volume of wastes to be sorted or recycled and the time needed to complete the project;
 - a description of how the excavation will occur;
 - a description of how the recyclable wastes will be sorted from the excavated wastes including operation of the staging areas;
 - a description of how the screened waste will be managed in accordance with the recommendations of Section 4.5;
 - a description of how odors will be minimized and how surface water and leachate resulting from the excavation, staging, sorting and screening activities will be controlled;

¹⁴ Yard trash is defined in Section 4.3.2 of this document.

EXHIBIT 3: ESCAMBIA COUNTY PROSPECTIVE PURCHASE AGREEMENT
Saufley C&D Facility property located at 5660 Saufley Field Road, Pensacola, Escambia County, Florida
OGC File Number: 06-1157-C-17-SW
Old Disposal Guidance
May 3, 2001

- a description of how dust from the recycling operation will be controlled¹⁵;
 - a description of the permitted facilities where the recyclable wastes shall be transported to and processed; and
 - a description of how the excavated areas will be back-filled, covered, compacted and revegetated.
- (b) Should any hazardous wastes be encountered, they must be managed as a hazardous waste according to Chapter 62-730, F.A.C.
- (c) If it is determined that the waste at the site is causing ground water contamination, then some water quality monitoring, and possibly corrective actions, will be required according to Section 4.6.

4.5 Use of Screened Solid Waste

Screened solid waste (SSW) refers to the fines fraction of material that is produced by screening excavated wastes. This would normally occur during the on-site recycling operations. If the wastes that are screened meet the criteria for being C&D debris wastes in Section 4.3.2, then the fines fraction generated by this screening shall be considered Recovered Screen Material (RSM) and should be managed in accordance with the Department's RSM guidance dated September 28, 1998 (DEP, 1998). Screened material from any other wastes shall be designated as SSW rather than RSM. For the purposes of this document, most of the screened material from recycling wastes at old disposal sites will be treated as SSW rather than RSM¹⁶.

In order to use any SSW, the owner will have to provide reasonable assurances to the Department that the proposed use is protective of human health and that applicable Department standards and criteria will not be violated. The main goals that must be accomplished for owners to use the SSW are summarized as follows:

¹⁵ The owner should also be aware that the Department may regulate this dust as a fugitive particulate emission. The Department's Air Section, in the District where the landfill is located, can be contacted for further details.

¹⁶ The Department assumes that it will be difficult to classify old waste as C&D debris according to the three tests in Section 4.3.2. Therefore, the screened material from these wastes should be treated as SWD rather than RSM.

EXHIBIT 3: ESCAMBIA COUNTY PROSPECTIVE PURCHASE AGREEMENT
Saufley C&D Facility property located at 5660 Saufley Field Road, Pensacola, Escambia County, Florida
OGC File Number: 06-1157-C-17-SW
Old Disposal Guidance
May 3, 2001

- (a) The SSW must be managed and used so that it will not cause violations of applicable Department air standards or ground water or surface water standards and criteria.
- (b) The use of the SSW must not pose a significant threat to human health, which, for the purposes of this document, means an incremental risk of no greater than 1×10^{-6} for carcinogens and a hazard index of no greater than one (1.0) for non-carcinogens.
- (c) The use of the SSW must not create a public nuisance.

In some cases, a satisfactory demonstration that the proposed use of the SSW is safe, will be easy to provide. In other cases, some chemical testing may be required and evaluations of the proposed uses may be more difficult. The following discussion attempts to clarify some of these issues for use in back-filling excavated areas and in off-site applications.

4.5.1 Back-filling Excavated Areas

Back-filling on-site excavated areas can be placed into two categories. The first, and easiest to address, occurs when the SSW is placed in the excavated areas of the original waste disposal footprint (above the water table), compacted and then covered with two feet of clean fill¹⁷ and revegetated. In this case, the Department considers the likelihood of direct human exposure with the SSW to be negligible. Also, since the SSW is placed within the boundaries of the original waste disposal footprint, the leachability concerns are probably similar to the waste before it was disturbed. Therefore, no further action will be required if this method of backfilling is used unless it is determined that the residual waste at the site is causing ground water contamination. Then some water quality monitoring, and possibly corrective actions, will be required according to Section 4.6.

The second category of backfilling occurs when SSW is placed on the ground surface or mixed within the top 24 inches of soil at the site (above the water table). In these cases, the owner needs to ensure that all the goals of Section 4.5 are achieved. When showing the risks from these uses will not

¹⁷ For the purposes of this document, "clean fill" means soil which has not become contaminated by human activity or soil which meets the "cleaned soil" criteria of Chapter 62-713, F.A.C. Soil may include other similar materials if approved by the Department.

EXHIBIT 3: ESCAMBIA COUNTY PROSPECTIVE PURCHASE AGREEMENT
Saufley C&D Facility property located at 5660 Saufley Field Road, Pensacola, Escambia County, Florida
OGC File Number: 06-1157-C-17-SW
Old Disposal Guidance
May 3, 2001

exceed the human health risk goals of Section 4.5, Item (b), the owner may choose to conduct a separate human health risk assessment (HRA) to determine the potential risks from the proposed uses of SSW. The owner may also elect to use the Department's Reuse Target Levels (RTLs) contained in APPENDIX D as a guide for evaluating the potential risks. To use the Department's RTLs, the following testing will be required.

- (a) Representative discrete and composite samples shall be collected of the SSW as it will be used at the minimum frequency indicated in TABLE 1.
- (b) Total analysis shall be conducted on the composite samples for the eight Resource Conservation and Recovery Act (RCRA) metals¹⁸ using the approved EPA Methods and for semi-volatile organic compounds using EPA Method 8270C, and pesticides using EPA Method 8081A.
- (c) Total analysis shall be conducted on the discrete samples for volatile organic compounds using EPA Method 8260B.
- (d) The leaching potential for detected parameters in the total analyses of the samples can be estimated by comparing the total concentrations of those parameters to the Department's corresponding RTL leachability values contained in APPENDIX D. To further evaluate leaching potential, the samples can also be prepared using the Synthetic Precipitation Leaching Procedure (SPLP), EPA Method 1312. The extracts prepared from this procedure can then be analyzed¹⁹, using the approved EPA methods, for any parameters that may be above the Department's corresponding RTL leachability value²⁰.
- (e) Laboratories conducting the analyses must have a Department approved Comprehensive Quality Assurance Plan (CompQAP) in accordance with the requirements of Chapter 62-160, F.A.C. or be certified by an accrediting authority recognized by the National Environmental Laboratory Accreditation Program (NELAP). Analysis of the SPLP extracts must be conducted

¹⁸ These metals are: arsenic, barium, cadmium, chromium, lead, mercury, selenium and silver.

¹⁹ When analyzing for parameters such as sulfates and TDS, it is likely that de-ionized water will need to be used as the extraction fluid in the SPLP test rather than the extraction fluid specified in the method itself.

²⁰ It should be noted that some chemicals do not have corresponding RTL leachability values. Also secondary ground water standards may be of concern at some sites. For these cases, the SPLP test may be necessary to evaluate leaching potential for these parameters.

EXHIBIT 3: ESCAMBIA COUNTY PROSPECTIVE PURCHASE AGREEMENT
Saufley C&D Facility property located at 5660 Saufley Field Road, Pensacola, Escambia County, Florida
OGC File Number: 06-1157-C-17-SW
Old Disposal Guidance
May 3, 2001

using detection limits at or below the Department's ground water standards and criteria.

Based on the results of the above testing, possible uses for SSW can then be considered. SSW may be used as backfill on-site above the water table without further restrictions provided: (1) the total concentrations of detected chemicals are below the Department's corresponding residential RTLs for direct exposure contained in APPENDIX D; and (2) the detected chemicals are not expected to be a leaching concern. However, filling of jurisdictional surface waters or wetlands is not allowed unless a permit specifically authorizing this use of the SSW is issued by the Department. If these conditions cannot be met, then the Department should be contacted about appropriate uses of the SSW.

4.5.2 Off-site Uses

SSW should not be used as fill material in jurisdictional surface waters or wetland unless a permit specifically authorizing this use has been issued by the Department. SSW may be suitable for use as initial and intermediate cover at permitted Class I, II or III landfills provided it meets the criteria of Rules 62-701.200(59) and (61), F.A.C. These uses of SSW may require approval by the Department's District office in the District where the disposal site is located as part of its landfill permit.

Other potential uses of SSW will depend on the chemical nature of the material. Testing similar to that contained in Section 4.5.1, Items (a) through (e) must be conducted to evaluate total and leachable concentrations of chemicals in the SSW. The Department must be consulted before using any SSW off-site of the disposal area.

4.6 Water Quality Evaluations

When wastes are removed or left in-place, water quality monitoring will be needed to ensure there are no adverse affects to ground water from the wastes. The actual requirements for water quality evaluations will vary depending upon the site-specific circumstances.

4.6.1 Wastes Removed

If all the wastes are removed from the site, then limited water quality sampling (usually one to three sampling events)

EXHIBIT 3: ESCAMBIA COUNTY PROSPECTIVE PURCHASE AGREEMENT
Saufley C&D Facility property located at 5660 Saufley Field Road, Pensacola, Escambia County, Florida
OGC File Number: 06-1157-C-17-SW
Old Disposal Guidance
May 3, 2001

will be required in the area where the wastes were previously disposed to determine if there are any violations of the Department's water quality standards or criteria. This will require preparing a Preliminary Contamination Assessment Plan (PCAP) and getting it approved by the Department. After conducting the activities in the PCAP, then a Preliminary Contamination Assessment Report (PCAR) must be prepared for review by the Department. If the PCAR demonstrates that no water quality violations are occurring, then no further testing will be required. A description of the tasks required for developing PCAPs and PCARs is included in APPENDIX E.

If the PCAR demonstrates that water quality violations are occurring at the site, then further work will be required. Depending on the level of the contamination and the nature of the site, the Department may allow the owner to continue with a Monitoring Only Plan (MOP) and simply monitor the level of the contamination. As an alternative, the Department may require the owner to prepare a Contamination Assessment Plan (CAP) to evaluate the extent of the contamination. The CAP is followed by a Contamination Assessment Report (CAR) which documents the findings from implementing the CAP. Both the CAP and CAR must be approved by the Department. Based on the results of the CAR, the owner will then be required to implement some form of remedial action. This may be simply to continue monitoring the site for some period of time, or it may require some ground water control and treatment. The actual requirements are determined on a case-by-case basis. A description of the tasks required to prepared CAPs and CARs is included in APPENDIX F.

4.6.2 Wastes Left In-place

If the wastes are left in place or only partially removed, then monitoring of the water quality at the site for some period of time will be required. The Department may allow monitoring wells to be installed according to the PCAP and PCAR requirements described in Section 4.6.1 and then require these wells be sampled for a period of time. As an alternative, the Department may require the installation of a Ground Water Monitoring Plan (GWMP) according to the requirements of Rule 62-522.600, F.A.C. and have the wells installed under this plan monitored for a period of time. In either case, the owner must contact the Department to determine which approach will be required. The duration of the monitoring will depend on the site-specific conditions and the results of the water quality testing. If it is determined by the Department that water

EXHIBIT 3: ESCAMBIA COUNTY PROSPECTIVE PURCHASE AGREEMENT
Saufley C&D Facility property located at 5660 Saufley Field Road, Pensacola, Escambia County, Florida
OGC File Number: 06-1157-C-17-SW
Old Disposal Guidance
May 3, 2001

quality violations are not occurring at the site, then no further water quality evaluations will be required.

If sampling results from the PCAP or the GWMP show there are violations of the Department's water quality standards or criteria, then further work will be required. The owner must follow the CAP and CAR procedures described in Section 4.6.1 to evaluate the extent of the contamination. Based on the results of the CAR, the owner will then be required to implement some form of remedial action. This may be simply to continue monitoring the site for some period of time, or it may require some ground water control and treatment. The actual requirements are determined on a case-by-case basis.

5.0 CONSTRUCTION NEAR WASTE-FILLED AREAS

There have been occasions where construction projects were conducted near old disposal sites without actually disturbing the wastes. The Department encourages caution be used when planning and implementing these projects since their proximity to old disposal areas may result in unacceptable risks to human health and the environment. At a minimum, the Department encourages the following recommendations be implemented:

- (a) a combustible gas²¹ survey of ambient air conditions should be conducted at the project site to ensure combustible gases from the disposal area are not exceeding twenty-five percent of their lower explosive limit in structures;
- (b) soil monitoring probes should be installed between the proposed construction and the waste-filled areas to ensure combustible gases from the disposal area are not exceeding their lower explosive limit;
- (c) any structures located near the disposal areas which could be impacted by combustible gas should be designed with good ventilation and with explosion proof electrical wiring;
- (d) access to the disposal site should be restricted; and
- (e) shallow potable water wells and irrigation wells should not be installed downgradient of the disposal areas unless it is confirmed there are no adverse affects to ground water from the wastes in the disposal area.

²¹ Combustible gases shall be calibrated to methane.

EXHIBIT 3: ESCAMBIA COUNTY PROSPECTIVE PURCHASE AGREEMENT
Saufley C&D Facility property located at 5660 Saufley Field Road, Pensacola, Escambia County, Florida
OGC File Number: 06-1157-C-17-SW
Old Disposal Guidance
May 3, 2001

6.0 CONSTRUCTION OVER WASTE-FILLED AREAS

The appropriate District office must be consulted before any construction activity is conducted over an old disposal site. The goals of this consultation are to ensure that the integrity of the environmental protection measures of the disposal area are not adversely impacted and to protect the health and safety of individuals who may be using the disposal area.

6.1 Cautions For Construction

When considering construction projects over old disposal sites, the Department recommends the following guidelines be used.

- (a) The Department strongly discourages the construction of residential structures over old waste-filled areas. Waste gas seeping into the structures and structural settlement problems are well documented difficulties with this use of old disposal sites.
- (b) Any construction projects should consider potential impacts from combustible gas. Combustible gases must not exceed twenty-five percent of their lower explosive limit in structures. Any structures located on the disposal areas must be designed with good ventilation and with explosion proof electrical wiring. Enclosed ground level and underground structures should be avoided unless designed with adequate protection against gas explosions.
- (c) If the construction project may cause combustible gas to migrate off-site, then gas monitoring on a quarterly basis will be required in soil monitoring probes according to Rule 62-701.530, F.A.C.
- (d) If any waste is disturbed because of the construction project, then the guidelines in Section 4.0 should be followed, as appropriate.
- (e) When planning the construction, concentrated weight loading should be avoided, if possible, to prevent uneven settlement of the underlying wastes. Also, disturbance of the landfill cover or barriers should be minimized or avoided when structures are built, particularly if pilings are used.

EXHIBIT 3: ESCAMBIA COUNTY PROSPECTIVE PURCHASE AGREEMENT
Saufley C&D Facility property located at 5660 Saufley Field Road, Pensacola, Escambia County, Florida
OGC File Number: 06-1157-C-17-SW
Old Disposal Guidance
May 3, 2001

- (f) Irrigation systems, if installed, must be designed to minimize disturbance to the underlying waste-filled areas and must not withdraw water from areas where ground water may be contaminated.
- (g) Surface water management systems must not be designed over contaminated areas or over waste-filled areas unless they are lined. Also, an Environmental Resource Permit from the Department will be required prior to constructing a surface water system.
- (h) The disposal site must be maintained. For example, areas that have settled must be filled with clean fill to minimize leachate generation due to rainfall and irrigation and to protect individuals who may walk or play on the site.
- (i) The landfill cover must be maintained to prevent human contact with the underlying waste materials.
- (j) Care must be taken during any waste relocation, construction or recreational activities to prevent damage to ground water monitoring and gas monitoring systems.
- (k) Underground utilities and similar installations that are placed within 200 feet of, or across, any side of the filled areas should be avoided. If they cannot be avoided and if combustible gases are being generated, then a properly located gas barrier or ventilation system must be placed at each waste boundary which is crossed by the utility line to prevent the gas mixtures from migration along the utility line to off-site structures.

6.2 Alternate Uses of Disposal Areas

Some creative alternate uses of closed landfills and old disposal areas have been implemented in recent years. One very successful use is the creation of recreational facilities. Facilities such as ball parks, soccer fields, hiking trails, golf courses and golf driving ranges appear to be acceptable and successful land uses for these old sites. The Department prefers these types of uses be selected for an old site rather than the construction of residential housing or educational facilities.

Before beginning one of these projects, the owner must develop construction plans and a detailed description of the

EXHIBIT 3: ESCAMBIA COUNTY PROSPECTIVE PURCHASE AGREEMENT
Saufley C&D Facility property located at 5660 Saufley Field Road, Pensacola, Escambia County, Florida
OGC File Number: 06-1157-C-17-SW
Old Disposal Guidance
May 3, 2001

project and present these for review to the Department's District office where the project is located. A list of contacts and addresses for these offices is provided in APPENDIX A.

In most cases, a permit will not be required, except for an Environmental Resource Permit addressing the surface water control system. The construction plans must show the major features of the project including locations of: on-site structures, waste disposal areas, the surface water management system, irrigation systems and planned utility lines. The description of the project must include how the recommendations for waste disturbance in Section 4.0 will be addressed. It must also address the recommendations of Sections 5.0 and 6.1.

EXHIBIT 3: ESCAMBIA COUNTY PROSPECTIVE PURCHASE AGREEMENT
Saufley C&D Facility property located at 5660 Saufley Field Road, Pensacola, Escambia County, Florida
OGC File Number: 06-1157-C-17-SW
Old Disposal Guidance
May 3, 2001

REFERENCES

DEP (Florida Department of Environmental Protection), 1998,
Guidelines For The Management Of Recovered Screen Material
From C&D Debris Recycling Facilities in Florida, Department
of Environmental Protection, Solid Waste Section,
Tallahassee, Florida, September 28.

EXHIBIT 3: ESCAMBIA COUNTY PROSPECTIVE PURCHASE AGREEMENT
 Saufley C&D Facility property located at 5660 Saufley Field Road, Pensacola, Escambia County, Florida
 OGC File Number: 06-1157-C-17-SW
 Old Disposal Guidance
 May 3, 2001

Table 1. Minimum Number of Soil Samples Required

Amount of Soil by Volume, yd ³	Amount of Soil by Weight, tons	Number of Discrete Samples Required for Volatile Organics	Number of Composite Samples Required for non-Volatile Organics
<100	<140	1	1
100 to <500	140 to <700	3	3
500 to <1000	700 to <1400	5	5
For each additional 500 yd ³	For each additional 700 tons	1	1

EXHIBIT 3: ESCAMBIA COUNTY PROSPECTIVE PURCHASE AGREEMENT
Saufley C&D Facility property located at 5660 Saufley Field Road, Pensacola, Escambia County, Florida
OGC File Number: 06-1157-C-17-SW

APPENDIX A

Department Solid Waste Contacts and Addresses

EXHIBIT 3: ESCAMBIA COUNTY PROSPECTIVE PURCHASE AGREEMENT
Saufley C&D Facility property located at 5660 Saufley Field Road, Pensacola, Escambia County, Florida
OGC File Number: 06-1157-C-17-SW

**DEPARTMENT OF ENVIRONMENTAL PROTECTION
SOLID WASTE CONTACTS
(Updated March 20, 2002)**

Northwest District: Jack McNulty, P.E.
Department of Environmental Protection
160 Governmental Center
Pensacola, Florida 32501
850/595-8360
Jack.McNulty@dep.state.fl.us

Northeast District: Mary Nogas, P.E.
Department of Environmental Protection
7825 Baymeadows Way, Suite B200
Jacksonville, Florida 32256-7590
904/448-4300
Mary.Nogas@dep.state.fl.us

Central District: Jim Bradner, P.E.
Department of Environmental Protection
3319 Maguire Boulevard, Suite 323
Orlando, Florida 32803-3767
407/894-7555
James.Bradner@dep.state.fl.us

Southwest District: Bob Butera, P.E.
Department of Environmental Protection
3804 Coconut Palm Drive
Tampa, Florida 33619
813/744-6100
Robert.Butera@dep.state.fl.us

Southeast District: OJ Carlo, P.E.
Department of Environmental Protection
400 North Congress Avenue
West Palm Beach, Florida 33401
561/681-6600
OJ.Carlo@dep.state.fl.us

South District: Ghaus Minhaj, P.E.
Department of Environmental Protection
2295 Victoria Avenue
Fort Myers, Florida 33901-3881
941/332-6975
Ghausuddin.Minhaj@dep.state.fl.us

Tallahassee: Richard Tedder, P.E.
Department of Environmental Protection
2600 Blair Stone Road, MS# 4565
Tallahassee, Florida 32399-2400
850/488-0300
Richard.Tedder@dep.state.fl.us

EXHIBIT 3: ESCAMBIA COUNTY PROSPECTIVE PURCHASE AGREEMENT
Saufley C&D Facility property located at 5660 Saufley Field Road, Pensacola, Escambia County, Florida
OGC File Number: 06-1157-C-17-SW

APPENDIX B

**Partial Summary of Landfill Permit, Closure
and Long-term Care Requirements**

EXHIBIT 3: ESCAMBIA COUNTY PROSPECTIVE PURCHASE AGREEMENT
 Saufley C&D Facility property located at 5660 Saufley Field Road, Pensacola, Escambia County, Florida
 OGC File Number: 06-1157-C-17-SW

**PARTIAL SUMMARY OF LANDFILL PERMIT,
 CLOSURE AND LONG-TERM CARE REQUIREMENTS**
 (June 30, 2000)

AGENCY "CHAPTER TITLE"	GENERAL DESCRIPTION OF REQUIREMENTS
Dept. of Health and Rehabilitative Services Chapter 10D-12, "Garbage and Rubbish" October 20, 1964	<p><u>Permit:</u></p> <ul style="list-style-type: none"> • None, but an operational work plan approval by the Division of Health was required before receiving waste. <p><u>Ground Water Monitoring:</u></p> <ul style="list-style-type: none"> • None. <p><u>Closure Design:</u></p> <ul style="list-style-type: none"> • Final cover depth of 24 inches of compacted earth. • 2:1 slopes were allowed. <p><u>Long-term Care:</u></p> <ul style="list-style-type: none"> • Maintenance program required to assure prompt repair of cracks, depressions and erosion of the surface and side slopes until the site stabilized.
Dept. of Pollution Control Chapter 17-7, "Resource Recovery and Management Part I: Solid Waste Facilities" October 1, 1974	<p><u>Landfill Permit:</u></p> <ul style="list-style-type: none"> • Permit required after January 1, 1975 to operate, maintain, construct, expand or modify a landfill. • No permits required for closure. • Normal farming operations and persons who dispose of solid waste resulting from their own activities on their own property are specifically exempted from permitting provided no public nuisance or conditions adversely affecting public health is caused and provided the activity does not violate other rules, laws or ordinances. <p><u>Ground Water Monitoring:</u></p> <ul style="list-style-type: none"> • Not required, but the Department had the option to require it at the time of design approval or if ground water contamination was suspected. <p><u>Landfill Closure Design:</u></p> <ul style="list-style-type: none"> • Two feet of earth compacted in 6 inch layers with the top 6 inch layer loosely compacted to promote plant growth. • Side slopes for landfills \geq five feet above grade to be covered with 3.5 feet of compacted earth cover. • Slopes no greater than 3:1 required (2:1 slopes no longer allowed). <p><u>Dump Closure:</u></p> <ul style="list-style-type: none"> • Dumps required to be eliminated or converted to "sanitary landfills" by July 1, 1977. • Dumps were closed by controlling access, taking steps to divert surface water around the site, removing wastes from the water table, and seeding or planting grass to minimize erosion. • No final cover requirement mentioned. <p><u>Long-term Care:</u></p> <ul style="list-style-type: none"> • None.

EXHIBIT 3: ESCAMBIA COUNTY PROSPECTIVE PURCHASE AGREEMENT
 Saufley C&D Facility property located at 5660 Saufley Field Road, Pensacola, Escambia County, Florida
 OGC File Number: 06-1157-C-17-SW

**PARTIAL SUMMARY OF LANDFILL PERMIT,
 CLOSURE AND LONG-TERM CARE REQUIREMENTS**

(June 30, 2000)

AGENCY "CHAPTER TITLE"	GENERAL DESCRIPTION OF REQUIREMENTS
Dept. of Environmental Regulation Chapter 17-7, "Resource Recovery and Management Part I: Solid Waste Facilities" May 25, 1979	<p><u>Permit:</u></p> <ul style="list-style-type: none"> • No landfill to be operated, maintained, constructed, expanded, or modified without a valid Department permit. • No permits required for closure. <p><u>Ground Water Monitoring (by 9 months from eff. date, ~ 2/25/80):</u></p> <ul style="list-style-type: none"> • Class I landfills required to have a minimum of three monitoring wells. Class II landfills are required to have at least one. • Wells required to be sampled at least every six months for various indicator parameters. <p><u>Closure Design (for sanitary landfills and open dumps):</u></p> <ul style="list-style-type: none"> • Two feet of earth compacted in 6 inch layers with the top 6 inch layer loosely compacted to promote plant growth, slopes no greater than 3 to 1. • Site access controlled. • Site seeded or planted with grass or suitable vegetation. <p><u>Long-term Care:</u></p> <ul style="list-style-type: none"> • Site to be maintained until stabilized by controlling erosion, maintaining grass cover, prevention of ponding, and prevention of deposited wastes from becoming a hazard or nuisance. • Landfill to be monitored, including collection and treatment of leachates, until the site is stabilized.
Dept. of Environmental Regulation Chapter 17-4 January 1, 1983 (aka: Ground Water Rule)	<p><u>Ground Water Monitoring:</u></p> <ul style="list-style-type: none"> • Landfills (domestic or industrial) which are "existing installations" required to submit a ground water monitoring plan by May 1983. • New landfills required to submit a ground water monitoring plan in conjunction with their permit applications.
Dept. of Environmental Regulation Chapter 17-7, "Resource Recovery and Management Part I: Solid Waste Facilities" July 1, 1985	<p><u>Permit:</u></p> <ul style="list-style-type: none"> • No landfill to be operated, maintained, constructed, expanded, modified or closed without a valid Department permit. • For the first time, permits were required for closure of Class I, II or III landfills and applied to all landfills receiving waste, portions of landfills not having final cover and all future landfills requiring solid waste permits (but see exceptions in next bullet). • Closure permit requirements did not apply to: (1) a person disposing of their own waste on their own property; (2) any disposal of C&D debris; and (3) a Class I, II or III landfill which had a modification of an operation permit to close or a closure plan approved by the Department by July 1, 1985. <p><u>Ground Water Monitoring:</u></p> <ul style="list-style-type: none"> • Monitoring to be in accordance with Rules 17-3.401, 17-4.245 and 17-4.246. <p><u>Closure Design:</u></p> <ul style="list-style-type: none"> • Barrier layer must be a geomembrane, soils or chemically/physically amended soils. Minimum final cover thickness must be two feet of soils or one foot of soils plus a geomembrane or soil admixture. <p><u>Long-term Care:</u></p> <ul style="list-style-type: none"> • 20 year long-term care period. • Landfill to be monitored and maintained after closure in accordance with approved closure plan. • Language on "use of closed landfill areas" added to rule. Consultation with the Department required before conducting activities at a closed landfill. • Language providing guidance for "construction on closed landfill" areas added to rule.

EXHIBIT 3: ESCAMBIA COUNTY PROSPECTIVE PURCHASE AGREEMENT
 Saufley C&D Facility property located at 5660 Saufley Field Road, Pensacola, Escambia County, Florida
 OGC File Number: 06-1157-C-17-SW

**PARTIAL SUMMARY OF LANDFILL PERMIT,
 CLOSURE AND LONG-TERM CARE REQUIREMENTS**

(June 30, 2000)

AGENCY "CHAPTER TITLE"	GENERAL DESCRIPTION OF REQUIREMENTS
Dept. of Environmental Regulation Chapter 17-701, "Solid Waste Management Facilities" July 19, 1990	<p><u>Permit:</u></p> <ul style="list-style-type: none"> The on-site exemption from permitting by persons disposing of their own waste on their own property is modified. It applies only if: (1) the waste is from their residential property; or (2) is rocks, soils trees, tree remains and other vegetative matter which normally results from land clearing operations; or (3) the environmental effects of the disposal on ground water and surface water are addressed in a permit, site certification or ground water monitoring plan approved by the Department.
Dept. of Environmental Regulation Chapter 17-701, "Solid Waste Management Facilities" January 6, 1993	<p><u>Ground Water Monitoring:</u></p> <ul style="list-style-type: none"> Downgradient well spacing no greater than 500 feet. Upgradient well spacing no greater than 1500 feet. Specific leachate and surface water sampling added. Monitoring parameters detailed including addition of EPA Method 601/602 parameters. Added language for consistency with Federal Subtitle D requirements including detection wells and assessment monitoring with corrective action. <p><u>Closure Design:</u></p> <ul style="list-style-type: none"> If a soil barrier layer is used, it must be 18 inches thick and covered by another 18 inches of soil. The soil barrier layer must have a minimum hydraulic conductivity of 1×10^{-5} cm/sec for Class III landfills or 1×10^{-7} cm/sec for Class I landfills. If a geomembrane is used, it must be covered by a 24-inch thick soil layer. <p><u>Long-term Care:</u></p> <ul style="list-style-type: none"> 30 year long-term care period, per Subtitle D requirements. Landfill to be monitored and maintained after closure in accordance with approved closure plan. Language providing guidance for "construction on closed landfill" areas removed from the rule. Language on "use of closed landfill areas" remained in the rule.
Dept. of Environmental Regulation Chapter 17-701, "Solid Waste Management Facilities" January 2, 1994	<p><u>Ground Water Monitoring:</u></p> <ul style="list-style-type: none"> Added requirements for APPENDIX I and II analyses in accordance with Subtitle D requirements. <p><u>Closure Design:</u></p> <ul style="list-style-type: none"> Added language for consistency with Federal Subtitle D requirements. This included requiring a geomembrane in the cap if it was also used in the bottom liner system (bathtub effect), and allowed for alternate closure designs if the applicant could show a substantially equivalent rate of storm water infiltration with the alternate design.
Dept. of Environmental Protection Chapter 62-701, "Solid Waste Management Facilities"	Current rule. No additional changes to closure requirements. Earlier, the chapter title was changed because of the DER/DNR merger to form DEP. The current rule also included the "rule reduction" exercise.

EXHIBIT 3: ESCAMBIA COUNTY PROSPECTIVE PURCHASE AGREEMENT
Saufley C&D Facility property located at 5660 Saufley Field Road, Pensacola, Escambia County, Florida
OGC File Number: 06-1157-C-17-SW

APPENDIX C

**Partial Summary of Construction and Demolition (C&D) Debris
Permit, Closure and Long-term Care Requirements**

EXHIBIT 3: ESCAMBIA COUNTY PROSPECTIVE PURCHASE AGREEMENT
 Saufley C&D Facility property located at 5660 Saufley Field Road, Pensacola, Escambia County, Florida
 OGC File Number: 06-1157-C-17-SW

**PARTIAL SUMMARY OF CONSTRUCTION AND
 DEMOLITION (C&D) DEBRIS FACILITY PERMIT,
 CLOSURE AND LONG-TERM CARE REQUIREMENTS**
 (June 30, 2000)

AGENCY "CHAPTER TITLE"	GENERAL DESCRIPTION OF REQUIREMENTS
Dept. of Environmental Regulation Chapter 17-7, "Resource Recovery and Management Part I: Solid Waste Facilities" May 25, 1979	<u>Permit:</u> <ul style="list-style-type: none"> • First time the definition of C&D Debris appears in the rule. • All C&D disposal sites are specifically exempted from permitting provided no public nuisance or conditions adversely affecting public health is caused and provided the activity does not violate other rules, laws or ordinances. <u>Ground Water Monitoring:</u> <ul style="list-style-type: none"> • None. <u>Closure Design:</u> <ul style="list-style-type: none"> • None. <u>Long-term Care:</u> <ul style="list-style-type: none"> • None.
Dept. of Environmental Regulation Chapter 17-701, "Solid Waste Management Facilities" August 2, 1989	<u>Permit:</u> <ul style="list-style-type: none"> • General permits now required for off-site disposal of C&D debris, but on-site disposal is still exempt from permitting. • New C&D facilities have to comply by the effective date of rule. • Existing C&D facilities have to comply within 90 days of the effective date or ~November 2, 1989. <u>Ground Water Monitoring:</u> <ul style="list-style-type: none"> • None. <u>Closure Design (both on-site and off-site disposal areas):</u> <ul style="list-style-type: none"> • Final cover with a 24-inch thick soil layer required with upper six inches capable of supporting vegetation and graded to eliminate ponding, promote drainage and minimize erosion. <u>Long-term Care:</u> <ul style="list-style-type: none"> • None.
Dept. of Environmental Protection Chapter 62-701, "Solid Waste Management Facilities" April 23, 1997	<u>Permit:</u> <ul style="list-style-type: none"> • Regular permits now required for construction or operation (but not for closure) of an off-site C&D disposal facility. • General permits still allowed for off-site disposal of land clearing debris. • On-site disposal is still exempt from permitting provided the site is properly closed. <u>Ground Water Monitoring:</u> <ul style="list-style-type: none"> • Limited ground water monitoring required for off-site C&D disposal facilities but not for land clearing debris sites. • C&D disposal facilities required to have ground water monitoring plans in place by July 1, 1998. <u>Long-term Care:</u> <ul style="list-style-type: none"> • C&D disposal facilities to be maintained and monitored (ground water) for five years from the date of closing.

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Saufley C&D Facility property located at 5660 Saufley Field Road, Pensacola, Escambia County, Florida
OGC File Number: 06-1157-C-17-SW

APPENDIX D

Reuse Target Levels

EXHIBIT 3: ESCAMBIA COUNTY PROSPECTIVE PURCHASE AGREEMENT
 Saufley C&D Facility property located at 5660 Saufley Field Road, Pensacola, Escambia County, Florida
 OGC File Number: 06-1157-C-17-SW

APPENDIX D – REUSE TARGET LEVELS

Contaminant Name	CAS#	Direct Exposure		Direct Exposure Industrial (mg/kg)	Leachability Based on Groundwater Criteria (mg/kg)	Leachability Based on Freshwater Surface Water Criteria (mg/kg)	Leachability Based on Marine Surface Water Criteria (mg/kg)	Leachability Based on Groundwater of Low Yield/Poor Quality (mg/kg)	Target Organ/System or Effect
		(mg/kg)	(mg/kg)						
Acenaphthene	83-32-9	1900	18000	2.1	0.7	0.7	0.7	21	-Liver
Acenaphthylene	208-96-8	1100	11000	27	0.7	0.7	0.7	270	-Body Weight -Liver
Acetophate	30560-19-1	64	130	0.03	0.8	0.8	0.8	0.3	-Carcinogen -Neurological
Acetone	67-64-1	780	5500	2.8	6.8	6.8	6.8	28	-Kidney -Liver -Neurological
Acetonitrile	75-05-8	120	960	2	80	80	80	20	-Blood -Liver
Acetophenone	98-86-2	2700	24000	3.9	44	44	44	39	-None Specified
Acrolein	107-02-8	0.04	0.3	0.06	0.002	0.002	0.002	0.6	-Nasal
Acrylamide	79-06-1	0.1	0.3	0.004	0.02	0.02	0.02	0.04	-Carcinogen -Neurological
Acrylonitrile	107-13-1	0.3	0.5	0.004	0.2	0.2	0.2	0.04	-Carcinogen -Nasal -Reproductive
Alachlor	15972-60-8	12	36	0.02	0.006	0.006	0.006	0.2	-Blood -Carcinogen
Aldicarb [or Temik]	116-06-3	56	760	0.03	0.004	0.004	0.004	0.3	-Neurological
Aldrin	309-00-2	0.07	0.3	0.5	0.01	0.01	0.01	5	-Carcinogen -Liver
Allyl alcohol	107-18-6	62	460	1	0.02	0.02	0.02	10	-Kidney -Liver
Aluminum	7429-90-5	72000	*	***	***	***	***	***	-Body Weight
Aluminum phosphide	20859-73-8	31	730	***	***	***	***	***	-Body Weight
Ametryn	834-12-8	590	9300	0.8	0.08	0.08	0.08	8	-Liver
Ammonia	7664-41-7	550	3700	570	4	NA	NA	5700	-Respiratory
Aniline	62-53-3	14	100	0.03	0.02	0.02	0.02	0.3	-Blood -Carcinogen
Anthraccene	120-12-7	18000	260000	2500	0.7	0.7	0.7	25000	-None Specified
Antimony	7440-36-0	26	240	5	***	***	***	50	-Blood -Mortality
Arsenic	7440-38-2	0.8	3.7	29	***	***	***	290	-Carcinogen -Cardiovascular -Skin
Atrazine	1912-24-9	4	12	0.06	0.04	0.04	0.04	0.6	-Body Weight -Carcinogen
Azobenzene	103-33-3	8.2	24	0.4	0.06	0.06	0.06	4	-Carcinogen
Barium	7440-39-3	110**	87000	1600	***	***	***	16000	-Cardiovascular
Bayleton	43121-43-3	2000	29000	4.8	11	11	11	48	-Blood -Body Weight
Benomyl	17804-35-2	3600	64000	3.1	0.03	0.03	0.03	31	-Developmental
Bentazon	25057-89-0	1500	18000	1.2	NA	NA	NA	12	-Blood
Benzaldehyde	100-52-7	2200	18000	4.8	0.4	0.4	0.4	48	-Gastrointestinal -Kidney
Benzene	71-43-2	1.1	1.6	0.007	0.5	0.5	0.5	0.07	-Carcinogen
Benzenethiol	108-98-5	0.1	1	0.3	NA	NA	NA	3	-Liver
Benzo(a)anthracene	56-55-3	1.4	5	3.2	0.7	0.7	0.7	32	-Carcinogen
Benzo(a)pyrene	50-32-8	0.1	0.5	8	1.2	1.2	1.2	80	-Carcinogen
Benzo(b)fluoranthene	205-99-2	1.4	4.8	10	1.6	1.6	1.6	100	-Carcinogen
Benzo(g,h,i)perylene	191-24-2	2300	41000	32000	4.8	4.8	4.8	320000	-Neurological
Benzo(k)fluoranthene	207-08-9	15	52	25	1.6	1.6	1.6	250	-Carcinogen
Benzoic acid	65-85-0	150000	*	110	36	36	36	1100	-None Specified
Benzoic chloride	98-08-7	0.04	0.07	0.003	0.0002	0.0002	0.0002	0.03	-Carcinogen
Benzyl alcohol	100-51-6	23000	610000	9.5	2.3	2.3	2.3	95	-Gastrointestinal
Benzyl chloride	100-44-7	0.8	1.2	0.006	0.03	0.03	0.03	0.06	-Carcinogen

APPENDIX D - REUSE TARGET LEVELS

Contaminant Name	CAS#	Direct Exposure		Leachability Based on Groundwater Criteria (mg/kg)	Leachability Based on Freshwater Surface Water Criteria (mg/kg)	Leachability Based on Marine Surface Water Criteria (mg/kg)	Leachability Based on Groundwater of Low Yield/Poor Quality (mg/kg)	Target Organ/System or Effect
		Residential (mg/kg)	Industrial (mg/kg)					
Beryllium	7440-41-7	120	800	63	***	***	630	-Carcinogen -Gastrointestinal -Respiratory
Bidfin [or Dicrotophos]	141-66-2	5.5	67	0.005	0.1	0.1	0.05	-Developmental
Biphenyl, 1,1-[or Diphenyl]	92-52-4	2300	26000	0.2	5.8	5.8	2	-Kidney
Bis(2-chloroethyl)ether	111-44-4	0.3	0.4	0.02	0.05	0.05	0.2	-Carcinogen
Bis(2-chloroisopropyl)ether	108-60-1	4.4	7.3	0.07	0.003	0.003	0.7	-Blood -Carcinogen
Bis(2-ethylhexyl)phthalate [or DEHP]	117-81-7	76	280	3600	12	12	36000	-Carcinogen -Liver
Bisphenol A	80-05-7	3300	51000	11	1.7	1.7	110	-Body Weight
Boron	7440-42-8	7000	160000	***	NA	NA	***	-Reproductive -Respiratory
Bromacil	314-40-9	5700	72000	0.6	0.6	0.6	6	-Body Weight
Bromochloromethane	74-97-5	57	390	0.6	NA	NA	6	-None Specified
Bromodichloromethane	75-27-4	1.4	2	0.004	0.1	0.1	0.04	-Carcinogen -Kidney
Bromoform	75-25-2	48	84	0.03	2.7	2.7	0.3	-Carcinogen -Liver
Bromomethane [or Methyl bromide]	74-83-9	2.2	15	0.05	0.2	0.2	0.5	-Gastrointestinal
Butanol, 1-	71-36-3	1300	10000	3	110	110	30	-Neurological
Butanone, 2- [or MEK]	78-93-3	3100	21000	17	490	490	170	-Developmental
Butyl benzyl phthalate, n-	85-68-7	15000	320000	310	56	56	3100	-Liver
Butylate	2008-41-5	2100	22000	5.2	0.2	0.2	52	-Liver
Butylphthalyl butylglycolate	85-70-1	74000	***	4200	NA	NA	42000	-None Specified
Cadmium	7440-43-9	75**	1300	8	***	***	80	-Carcinogen -Kidney
Calcium cyanide	592-01-8	3100	73000	***	NA	NA	***	-Body Weight -Neurological -Thyroid
Caplan	133-06-2	190	410	3.6	0.03	0.03	36	-Body Weight -Carcinogen
Carbaryl [or Sevin]	63-25-2	6800	120000	8.7	0.0007	0.0007	87	-Kidney -Liver
Carbazole	86-74-8	53	190	0.6	6.5	6.5	6	-Carcinogen
Carbutan	1563-66-2	58	430	0.2	0.0006	0.0006	2	-Neurological -Reproductive
Carbon disulfide	75-15-0	200	1400	5.6	0.8	0.8	56	-Developmental -Neurological
Carbon tetrachloride	56-23-5	0.4	0.6	0.04	0.06	0.06	0.4	-Carcinogen -Liver
Carbophenothion [or Trithion]	786-19-6	9.8	180	13	1.5	1.5	130	-Neurological
Chlordane	57-74-9	3.1	12	9.6	0.003	0.003	96	-Carcinogen -Liver
Chlorine	7782-50-5	7800	200000	***	***	***	***	-Body Weight
Chlorine cyanide [or Cyanogen chloride]	506-77-4	910	7200	71	0.3	0.3	710	-Body Weight -Neurological -Thyroid
Chloro-1,3-butadiene [or Chloroprene]	126-99-8	2.6	17	1.5	NA	NA	15	-Body Weight -Hair Loss -Nasal
Chloroacetic acid	79-11-8	87	920	0.07	NA	NA	0.7	-Cardiovascular
Chloroaniline, 4-	106-47-8	190	2000	0.2	0.02	0.02	2	-Spleen
Chlorobenzene	108-90-7	30	200	1.3	0.2	0.2	13	-Liver
Chlorobenzilate	510-15-6	3.9	14	0.08	0.07	0.07	0.8	-Body Weight -Carcinogen
Chloroform	67-66-3	0.4	0.5	0.03	2.8	2.8	0.3	-Carcinogen -Liver
Chloro-m-cresol, p- [or 4-chloro-3-methylphenol]	59-50-7	410	4400	0.4	0.6	0.6	4	-Body Weight
Chloromethane	74-87-3	1.7	2.3	0.01	2.3	2.3	0.1	-Carcinogen

APPENDIX D – REUSE TARGET LEVELS

Contaminant Name	CAS#	Direct Exposure		Direct Exposure Industrial (mg/kg)	Leachability Based on Groundwater Criteria (mg/kg)	Leachability Based on Freshwater Surface Water Criteria (mg/kg)	Leachability Based on Marine Surface Water Criteria (mg/kg)	Leachability Based on Groundwater Yield/Poor Quality (mg/kg)	Target Organ/System or Effect
		(mg/kg)	(mg/kg)						
Chloroaphthalene, beta-	91-58-7	4000	49000	260	NA	NA	NA	2600	-Liver -Respiratory
Chloronitrobenzene, p-	100-00-5	28	55	3.7	1.6	1.6	1.6	37	-Carcinogen
Chlorophenol, 2-	95-57-8	82	640	0.7	2.5	2.5	2.5	7	-Reproductive
Chlorophenol, 3-	108-43-0	280	3400	0.2	3.1	3.1	3.1	2	-None Specified
Chlorophenol, 4-	106-48-9	220	2400	0.04	1.2	1.2	1.2	0.4	-None Specified
Chloroethanol [or Bravo]	1897-45-6	88	280	0.2	0.06	0.06	0.06	2	-Carcinogen -Kidney
Chlorotoluene, o-	95-49-8	120	850	2.8	7.7	7.7	7.7	28	-Body Weight
Chlorotoluene, p-	106-43-4	100	730	2.5	NA	NA	NA	25	-None Specified
Chloropropane	101-21-3	13000	200000	51	7	7	7	510	-Bone Marrow -Kidney -Liver -Spleen
Chlorpyrifos	2921-88-2	220	4200	15	0.001	0.001	0.001	150	-Neurological
Chromium (hexavalent)	18540-20-9	210	420	38	***	***	***	380	-Carcinogen -Respiratory
Chrysene	218-01-9	140	450	77	0.7	0.7	0.7	770	-Carcinogen
Cobalt	7440-48-4	4700	110000	***	NA	NA	NA	***	-Cardiovascular -Immunological -Neurological -Reproductive
Copper	7440-50-8	110**	76000	***	***	***	***	***	-Gastrointestinal
Coumaphos	56-72-4	18	300	0.3	0.0007	0.0007	0.0007	3	-Neurological
Crotonaldehyde	123-73-9	0.07	0.1	17	NA	NA	NA	170	-Carcinogen
Cumene [or isopropyl benzene]	98-82-8	1100	1100	0.2	56	56	56	2	-Adrenals -Kidney
Cyanide (potassium salt)	57-12-5	30**	39000	40	***	***	***	400	-Body Weight -Neurological -Thyroid
Cyanogen	460-19-5	340	2500	2000	NA	NA	NA	20000	-None Specified
Cycloate	1134-23-2	240	2600	0.7	2.5	2.5	2.5	7	-Neurological
Cyclohexanone	108-94-1	68000	510000	150	110	110	110	1500	-Body Weight
Cypermethrin	52315-07-8	750	14000	70	0.005	0.005	0.005	700	-Gastrointestinal
DDD, 4,4'-	72-54-8	4.6	18	4	0.1	0.1	0.1	40	-Carcinogen
DDE, 4,4'-	72-55-9	3.3	13	18	0.1	0.1	0.1	180	-Carcinogen
DDT, 4,4'-	50-29-3	3.3	13	11	0.06	0.06	0.06	110	-Carcinogen -Liver
Diallate	2303-16-4	17	56	0.6	NA	NA	NA	6	-Carcinogen
Diazinon	333-41-5	55	760	0.02	0.00005	0.00005	0.00005	0.2	-Neurological
Dibenz(e,h)anthracene	53-70-3	0.1	0.5	30	4.7	4.7	4.7	300	-Carcinogen
Dibenzofuran	132-64-9	280	5000	15	36	36	36	150	-None Specified
Dibromo-3-chloropropane, 1,2- [or DBCP]	96-12-8	0.8	2.7	0.001	NA	NA	NA	0.01	-Carcinogen -Reproductive
Dibromochloromethane	124-48-1	1.4	2.1	0.003	0.2	0.2	0.2	0.03	-Carcinogen -Liver
Dibromoethane, 1,2- [or EDB]	106-93-4	0.01	0.04	0.0001	0.07	0.07	0.07	0.001	-Carcinogen -Reproductive
Dicamba	1918-00-9	1800	24000	2.6	2.4	2.4	2.4	26	-Developmental
Dichloroacetic acid	79-43-6	200	2300	0.2	8.1	8.1	8.1	2	-None Specified
Dichloroacetonitrile	3018-12-0	170	1400	0.03	NA	NA	NA	0.3	-None Specified
Dichlorobenzene, 1,2-	95-50-1	650	4600	17	2.8	2.8	2.8	170	-Body Weight
Dichlorobenzene, 1,3-	541-73-1	27	180	0.3	2.8	2.8	2.8	3	-None Specified
Dichlorobenzene, 1,4-	106-46-7	6	9	2.2	2.9	2.9	2.9	22	-Carcinogen -Liver

APPENDIX D - REUSE TARGET LEVELS

Contaminant Name	CAS#	Direct Exposure Residential	Direct Exposure Industrial	Leachability Based on Groundwater Criteria	Leachability Based on Freshwater Surface Water Criteria	Leachability Based on Marine Surface Water Criteria	Leachability Based on Groundwater Yield/Poor Quality	Target Organ/System or Effect
		(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	
Dichlorobenzidine, 3,3'-	91-94-1	2.1	6.3	0.4	0.002	0.002	4	-Carcinogen
Dichlorodifluoromethane	75-71-8	56	370	44	NA	NA	440	-Body Weight -Liver
Dichloroethane, 1,1-	75-34-3	290	2000	0.4	NA	NA	4	-Kidney
Dichloroethane, 1,2- [or EDC]	107-06-2	0.5	0.7	0.01	0.02	0.02	0.1	-Carcinogen
Dichloroethene, 1,1-	75-35-4	0.09	0.1	0.06	0.03	0.03	0.6	-Carcinogen -Liver
Dichloroethene, cis-1,2-	156-59-2	19	130	0.4	NA	NA	4	-Blood
Dichloroethene, trans-1,2-	156-60-5	31	210	0.7	75	75	7	-Blood -Liver
Dichlorophenol, 2,3-	576-24-9	180	2500	0.2	1.2	1.2	2	-None Specified
Dichlorophenol, 2,4-	120-83-2	130	1300	0.005	0.1	0.1	0.05	-Immunological
Dichlorophenol, 2,5-	583-78-8	200	3000	0.5	4.3	4.3	5	-None Specified
Dichlorophenol, 2,6-	87-65-0	170	2200	0.1	2.5	2.5	1	-None Specified
Dichlorophenol, 3,4-	95-77-2	200	3100	0.03	3.9	3.9	0.3	-None Specified
Dichlorophenoxy acetic acid, 2,4-	94-75-7	670	11000	0.7	0.9	0.9	7	-Kidney -Liver
Dichloropropane, 1,2-	78-87-5	0.6	0.8	0.03	15	15	0.3	-Carcinogen -Nasal
Dichloropropene, 1,3-	542-75-6	0.2	0.2	0.001	0.09	0.09	0.01	-Carcinogen -Kidney -Nasal
Dichloroprop	120-36-5	270	3300	0.3	0.3	0.3	3	-None Specified
Dichlorovos	62-73-7	0.2	0.3	0.0005	0.00002	0.00002	0.005	-Carcinogen -Neurological
Dicofol [or Kelthane]	115-32-2	2.3	7.6	0.05	0.0004	0.0004	0.5	-Adrenals -Carcinogen
Diethrin	60-57-1	0.07	0.3	0.004	0.0001	0.0001	0.04	-Carcinogen -Liver
Diethylphthalate	84-66-2	54000	920000	86	5.9	5.9	860	-Body Weight
Dimethoate	60-51-5	8.4	86	0.0004	0.0004	0.0004	0.004	-Neurological
Dimethrin	70-38-2	19000	270000	2500	1.3	1.3	25000	-Liver
Dimethylformamide, N,N-	68-12-2	1100	7800	3	210	210	30	-Gastrointestinal -Liver
Dimethylphenol, 2,4-	105-67-9	910	9800	1.7	3.2	3.2	17	-Blood -Neurological
Dimethylphthalate	131-11-3	590000	*	380	7.8	7.8	3800	-Kidney
Di-n-butylphthalate	84-74-2	7300	140000	47	1.5	1.5	470	-Mortality
Dinitrobenzene, 1,2- (o)	528-29-0	13	130	1	0.2	0.2	10	-Spleen
Dinitrobenzene, 1,3- (m)	99-65-0	3.5	33	0.04	0.4	0.4	0.4	-Spleen
Dinitrophenol, 2,4-	51-28-5	66	620	0.06	0.01	0.01	0.6	-Eye
Dinitrotoluene, 2,4-	121-14-2	1.3	3.7	0.0008	0.07	0.07	0.008	-Carcinogen -Liver -Neurological
Dinitrotoluene, 2,6-	606-20-2	1	2.1	0.0007	0.03	0.03	0.007	-Blood -Carcinogen -Kidney -Mortality -Neurological
Di-n-octylphthalate	117-84-0	1500	27000	480000	NA	NA	4800000	-Kidney -Liver
Dinoseb	88-85-7	55	740	0.03	0.03	0.03	0.3	-Developmental
Dioxane, 1,4-	123-91-1	12	18	0.02	1	1	0.2	-Carcinogen
Dioxin [or 2,3,7,8-TCDD]	1746-01-6	0.000007	0.00003	0.003	0.000001	0.000001	0.03	-Carcinogen
Diphenamid	957-51-7	1800	25000	2.6	20	20	26	-Liver
Diphenylhydrazine, 1,2-	122-66-7	1.2	3.7	0.4	0.01	0.01	4	-Carcinogen
Disulfoton	298-04-4	2.9	56	0.1	0.1	0.1	1	-Neurological
Diuron	330-54-1	130	2000	0.3	0.2	0.2	3	-Blood
Endosulfan	115-29-7	410	6700	3.8	0.005	0.0008	38	-Body Weight -Cardiovascular -Kidney

APPENDIX D - REUSE TARGET LEVELS

Contaminant Name	CAS#	Direct Exposure		Leachability Based on Groundwater Criteria (mg/kg)	Leachability Based on Freshwater Surface Water Criteria (mg/kg)	Leachability Based on Marine Surface Water Criteria (mg/kg)	Leachability Based on Groundwater Yield/Poor Quality (mg/kg)	Target Organ/System or Effect
		Residential (mg/kg)	Industrial (mg/kg)					
Endothall	145-73-3	780	7800	0.4	0.4	0.4	4	-Gastrointestinal
Endrin	72-20-8	21	340	1	0.001	0.001	10	-Liver
Epichlorohydrin	106-89-8	11	74	0.03	2.4	2.4	0.3	-Carcinogen -Kidney -Nasal
Ethion	563-12-2	38	780	1.7	0.003	0.003	17	-Neurological
Ethoprop	13194-48-4	5.5	69	0.005	0.002	0.002	0.05	-Neurological
Ethoxyethanol, 2-	110-80-5	8100	65000	120	NA	NA	1200	-Body Weight -Reproductive
Ethyl acetate	141-78-6	5500	39000	26	26	26	260	-Body Weight -Mortality
Ethyl acrylate	140-88-5	1.6	2.2	25	0.6	0.6	250	-Carcinogen
Ethyl chloride [or Chloroethane]	75-00-3	2.9	4	0.06	NA	NA	0.6	-Carcinogen -Developmental
Ethyl dipropylthiocarbamate, S- [or EPTC]	759-94-4	1100	13000	11	15	15	110	-Cardiovascular
Ethyl ether	60-29-7	150	1000	5	850	850	50	-Body Weight
Ethyl methacrylate	97-63-2	380	2600	3.5	NA	NA	35	-Kidney
Ethyl p-nitrophenyl	2104-64-5	0.7	15	0.04	0.003	0.003	0.4	-Neurological
phenylphosphorothioate [or EPN]								
Ethylbenzene	100-41-4	1100	8400	0.6	12	12	6	-Developmental -Kidney -Liver
Ethylene diamine	107-15-3	610	5500	40	3.2	3.2	400	-Blood -Cardiovascular
Ethylene glycol	107-21-1	24000	180000	56	65	65	560	-Kidney
Ethylene oxide	75-21-8	0.3	0.4	0.05	20	20	0.5	-Carcinogen
Fenamiphos	22224-92-6	15	210	0.02	0.003	0.003	0.2	-Neurological
Fensulfothion	115-80-2	14	180	0.01	0.004	0.004	0.1	-Neurological
Fluometuron	2164-17-2	750	9700	0.9	1.8	1.8	9	-None Specified
Fluoranthene	206-44-0	2900	48000	1200	1.3	1.3	12000	-Blood -Kidney -Liver
Fluorene	86-73-7	2200	28000	160	17	17	1600	-Blood
Fluoride	7782-41-4	500**	120000	***	***	***	***	-Teeth
Fonofos	944-22-9	120	1800	0.4	0.003	0.003	4	-Liver -Neurological
Formaldehyde	50-00-0	21	29	2.4	0.4	0.4	24	-Body Weight -Carcinogen -Gastrointestinal
Furfural	98-01-1	160	2000	1	2.7	2.7	10	-Liver -Nasal
Guthion [or Azinphos, methyl]	86-50-0	110	2000	0.2	0.002	0.002	2	-Neurological
Heptachlor	76-44-8	0.2	0.9	23	0.1	0.1	230	-Carcinogen -Liver
Heptachlor epoxide	1024-57-3	0.1	0.4	0.6	0.006	0.006	6	-Carcinogen -Liver
Hexachloro-1,3-butadiene	87-68-3	6.3	12	1.1	110	110	11	-Carcinogen -Kidney
Hexachlorobenzene	118-74-1	0.5	1.1	2.2	0.0008	0.0008	22	-Carcinogen -Liver
Hexachlorocyclohexane, alpha-	319-84-6	0.2	0.5	0.0003	0.0006	0.0006	0.003	-Carcinogen -Liver
Hexachlorocyclohexane, beta-	319-85-7	0.6	2.1	0.001	0.003	0.003	0.01	-Carcinogen
Hexachlorocyclohexane, delta-	319-86-8	22	420	0.2	NA	NA	2	-Kidney -Liver
Hexachlorocyclohexane, gamma- [or Lindane]	58-89-9	0.7	2.2	0.009	0.003	0.003	0.09	-Carcinogen -Kidney -Liver
Hexachlorocyclopentadiene	77-47-4	2.4	16	400	24	24	4000	-Gastrointestinal
Hexachloroethane	67-72-1	34	78	0.2	0.08	0.08	2	-Carcinogen -Kidney

APPENDIX D - REUSE TARGET LEVELS

Contaminant Name	CAS#	Direct Exposure Residential (mg/kg)	Direct Exposure Industrial (mg/kg)	Leachability Based on Groundwater Criteria (mg/kg)	Leachability Based on Freshwater Surface Water Criteria (mg/kg)	Leachability Based on Marine Surface Water Criteria (mg/kg)	Leachability Based on Groundwater Yield/Poor Quality (mg/kg)	Target Organ/System or Effect
Hexahydro-1,3,5-trinitro-1,3,5-triazine (or RDX)	121-82-4	6.7	16	0.007	1.3	1.3	0.07	-Carcinogen -Reproductive
Hexane, n-	110-54-3	500	3600	3.5	1200	1200	35	-Neurological
Hexanone, 2- [or Methyl butyl ketone]	591-78-6	5.1	34	1.4	NA	NA	14	-None Specified
Hexazinone	51235-04-2	1600	18000	1.1	5	5	11	-Body Weight
Hydroquinone	123-31-9	1800	19000	1.4	0.02	0.02	14	-Blood
Indeno(1,2,3-cd)pyrene	193-39-5	1.5	5.3	28	4.3	4.3	280	-Carcinogen
Iron	7439-89-6	23000	480000	***	***	***	***	-Blood -Gastrointestinal
Isobutyl alcohol	78-83-1	4100	31000	8.9	200	200	89	-Neurological
Isophorone	78-59-1	340	580	0.2	3.8	3.8	2	-Carcinogen
Lead	7439-92-1	400	920	***	***	***	***	-Neurological
Linuron	330-55-2	130	2000	0.04	1.4	1.4	0.4	-Blood
Lithium	7439-93-32	1600	40000	***	NA	NA	***	-None Specified
Malathion	121-75-5	1300	20000	4.2	0.003	0.003	42	-Neurological
Maneb	12427-38-2	350	5500	6.3	0.5	0.5	63	-Thyroid
Manganese	7439-96-5	1600	22000	***	NA	NA	***	-Neurological
Mercury	7439-97-6	3.4	26	2.1	0.01	0.01	21	-Neurological
Mercury, methyl	22967-92-6	0.8	5.4	0.002	NA	NA	0.02	-Neurological
Merphos	150-50-5	2.2	41	0.5	NA	NA	5	-Body Weight -Neurological
Methacrylonitrile	126-98-7	0.8	5.4	0.02	NA	NA	0.2	-Liver
Methamidophos	10265-92-6	1.9	19	0.02	0	0	0.2	-Neurological
Methanol	67-56-1	5800	43000	20	180	180	200	-Liver -Neurological
Methidathion	950-37-8	47	530	0.003	0.0001	0.0001	0.03	-Liver
Methomyl	16752-77-5	22	150	1.2	0.007	0.007	12	-Kidney -Spleen
Methoxy-5-nitroaniline, 2-	99-59-2	17	41	0.4	NA	NA	4	-Carcinogen
Methoxychlor	72-43-5	370	7500	160	0.1	0.1	1600	-Developmental -Reproductive
Methyl acetate	79-20-9	4100	28000	26	NA	NA	260	-Liver
Methyl acrylate	96-33-3	99	680	0.9	NA	NA	9	-None Specified
Methyl isobutyl ketone (or MIBK)	108-10-1	220	1500	2.6	110	110	26	-Kidney -Liver
Methyl methacrylate	80-62-6	1400	9400	0.1	32	32	1	-Nasal
Methyl parathion [or Parathion, methyl]	298-00-0	18	310	0.06	0.0003	0.0003	0.6	-Blood -Neurological
Methyl tert-butyl ether (or MTBE)	1634-04-4	3200	22000	0.2	150	150	2	-Eye -Kidney -Liver
Methyl-4-chlorophenoxy acetic acid, 2-	94-74-6	30	440	0.02	0.4	0.4	0.2	-Kidney -Liver
Methylaniline, 2-	95-53-4	1.8	3.3	0.3	0.2	0.2	3	-Carcinogen
Methylene bis(2-chloroaniline), 4,4-	101-14-4	6.4	17	0.2	NA	NA	2	-Carcinogen -Liver -Bladder
Methylene bromide	74-95-3	58	400	0.3	NA	NA	3	-Blood
Methylene chloride	75-09-2	16	23	0.02	7.3	7.3	0.2	-Carcinogen -Liver
Methylnaphthalene, 1-	90-12-0	68	470	2.2	10	10	22	-Body Weight -Nasal
Methylnaphthalene, 2-	91-57-6	80	560	6.1	9.1	9.1	61	-Body Weight -Nasal
Methylphenol, 2- [or o-Cresol]	95-48-7	2400	28000	0.3	1.9	1.9	3	-Body Weight -Neurological

APPENDIX D - REUSE TARGET LEVELS

Contaminant Name	CAS#	Direct Exposure		Leachability Based on Groundwater Criteria (mg/kg)	Leachability Based on Freshwater Surface Water Criteria (mg/kg)	Leachability Based on Marine Surface Water Criteria (mg/kg)	Leachability Based on Groundwater Yield/Poor Quality (mg/kg)	Target Organ/System or Effect
		(mg/kg)	(mg/kg)					
Methylphenol, 3- [or m-Cresol]	108-39-4	2500	29000	0.3	3.3	3.3	3	-Body Weight -Neurological
Methylphenol, 4- [or p-Cresol]	106-44-5	250	3000	0.3	0.5	0.5	0.3	-Maternal Death -Neurological -Respiratory
Metolachlor	51218-45-2	9100	120000	1.2	0.01	0.01	12	-Body Weight
Metribuzin	21087-64-9	32	210	2.2	0.8	0.8	22	-Body Weight -Kidney -Liver -Mortality
Mevinphos	7786-34-7	16	240	0.01	0.0003	0.0003	0.1	-Neurological
Molinate	2212-67-1	100	1200	0.1	0.1	0.1	1	-Reproductive
Molybdenum	7439-98-7	390	9700	***	NA	NA	***	-Gout
Naled	300-76-5	130	2100	0.1	0.0002	0.0002	1	-Neurological
Naphthalene	91-20-3	40	270	1.7	2.2	2.2	17	-Body Weight -Nasal
Nickel	7440-02-0	110**	28000	130	***	***	1300	-Body Weight
Nitrate	14797-55-8	120000	*	***	***	***	***	-Blood
Nitrite	14797-65-0	7800	180000	***	***	***	***	-Blood
Nitroaniline, o-	88-74-4	5.7	66	0.3	NA	NA	3	-Blood
Nitroaniline, p-	100-01-6	5.2	56	0.1	5.9	5.9	1	-None Specified
Nitrobenzene	98-95-3	14	120	0.3	0.6	0.6	0.3	-Adrenals -Blood -Kidney -Liver
Nitrophenol, 4-	100-02-7	390	4400	0.3	0.3	0.3	3	-None Specified
Nitroso-diethylamine, N-	55-18-5	0.003	0.005	0.02	0.0007	0.0007	0.2	-Carcinogen
Nitroso-dimethylamine, N-	62-75-9	0.009	0.02	0.008	0.002	0.002	0.08	-Carcinogen
Nitroso-di-n-butylamine, N-	924-16-3	0.05	0.07	0.05	0.002	0.002	0.5	-Carcinogen
Nitroso-di-n-propylamine, N-	621-64-7	0.09	0.2	0.04	0.008	0.008	0.4	-Carcinogen
Nitroso-diphenylamine, N-	86-30-6	170	440	0.4	2.5	2.5	4	-Carcinogen
Nitroso-N-methylethylamine, N-	10595-95-6	0.01	0.02	0.03	0.005	0.005	0.3	-Carcinogen
Nitrotoluene, m-	99-08-1	210	1800	2.4	3.6	3.6	24	-Spleen
Nitrotoluene, o-	88-72-2	280	2500	3.3	7.3	7.3	33	-Spleen
Nitrotoluene, p-	99-99-0	640	9700	3.3	7.3	7.3	33	-Spleen
Octamethylpyrophosphoramide	152-16-9	83	860	4	NA	NA	40	-Neurological
Oxamyl	23135-22-0	1100	12000	0.9	0.04	0.04	9	-Body Weight
Paraquat	1910-42-5	310	4000	160	230	230	1600	-Respiratory
Parathion	56-38-2	450	9100	10	0.01	0.01	100	-Neurological
PCBs [Aroclor milture]	1336-36-3	0.5	2.1	17	0.002	0.002	170	-Carcinogen -Immunological
Pebulate	1114-71-2	1600	15000	8.5	7.4	7.4	85	-Blood
Pendimethalin	40487-42-1	2500	36000	28	1	1	280	-Liver
Pentachlorobenzene	608-93-5	27	250	3.9	1.2	1.2	39	-Kidney -Liver
Pentachloronitrobenzene	82-68-8	3	7.7	0.7	0.06	0.06	7	-Carcinogen -Liver
Pentachlorophenol	87-86-5	7.7	23	0.03	0.2	0.2	0.3	-Carcinogen -Kidney -Liver
Permethrin	52645-53-1	3700	67000	880	0.003	0.003	8800	-Liver
Phenanthrene	85-01-8	2000	30000	250	0.7	0.7	2500	-Kidney
Phenol	108-95-2	900**	390000	0.05	0.03	0.03	0.5	-Developmental
Phenylenediamine, p-	106-50-3	8000	83000	6.2	NA	NA	62	-Whole Body
Phenylphenol, 2-	90-43-7	460	1300	0.4	0.8	0.8	4	-Carcinogen

APPENDIX D – REUSE TARGET LEVELS

Contaminant Name	CAS#	Direct Exposure		Leachability Based on Groundwater Criteria (mg/kg)	Leachability Based on Freshwater Surface Water Criteria (mg/kg)	Leachability Based on Marine Surface Water Criteria (mg/kg)	Leachability Based on Groundwater Yield/Poor Quality (mg/kg)	Target Organ/System or Effect
		Residential (mg/kg)	Industrial (mg/kg)					
Phorate	298-02-2	14	280	0.3	0.001	0.001	3	-Neurological
Phosmet	732-11-6	1400	21000	5	0.004	0.004	50	-Body Weight -Liver -Neurological
Phthalic anhydride	85-44-9	8300	57000	76	NA	NA	760	-Kidney -Nasal -Respiratory
Prometon	1610-18-0	980	14000	2.4	14	14	24	-None Specified
Promethyn	7287-19-6	260	3900	0.7	0.5	0.5	7	-Bone Marrow -Kidney -Liver
Propachlor	1918-16-7	770	10000	1.1	0.1	0.1	11	-Body Weight -Liver
Propanil	709-98-8	300	4100	0.4	0.2	0.2	4	-Spleen
Propazine	139-40-2	1200	17000	0.2	2.7	2.7	2	-Body Weight
Propylene glycol	57-55-6	710000	*	560	140	140	5600	-Blood -Bone Marrow
Propylene oxide	75-56-9	3.2	8.1	22	NA	NA	220	-Carcinogen -Nasal -Respiratory
Pyridin [or Fenvalerate]	51630-58-1	1800	32000	700	0.0001	0.0001	7000	-Neurological
Pyrene	129-00-0	2200	37000	880	1.3	1.3	8800	-Kidney
Pyridine	110-86-1	13	95	0.03	5.4	5.4	0.3	-Liver
Resmethrin	10453-86-8	2200	39000	1200	0.01	0.01	12000	-Reproductive
Ronnel	299-84-3	3600	59000	1300	0.2	0.2	13000	-Liver
Selenium	7782-49-2	390	10000	5	***	***	50	-Hair Loss -Neurological -Skin
Silver	7440-22-4	390	9100	17	***	***	170	-Skin
Simazine	122-34-9	7.4	21	0.08	0.1	0.1	0.8	-Blood -Body Weight -Carcinogen
Strontium	7440-24-6	47000	*	***	NA	NA	***	-Bone
Strychnine	57-24-9	17	210	0.7	0.3	0.3	7	-Mortality
Styrene	100-42-5	2700	21000	3.6	16	16	36	-Blood -Liver -Neurological
Terbacil	5902-51-2	660	7700	0.5	14	14	5	-Liver -Thyroid
Terbufos	13071-79-9	1.4	17	0.02	0.001	0.001	0.2	-Neurological
Tetrachlorobenzene, 1,2,4,5-	95-94-3	6.3	51	0.5	0.5	0.5	5	-Kidney
Tetrachloroethane, 1,1,1,2-	630-20-6	4	5.7	0.01	NA	NA	0.1	-Carcinogen -Kidney -Liver
Tetrachloroethane, 1,1,2,2-	79-34-5	0.7	1.1	0.002	0.08	0.08	0.02	-Carcinogen
Tetrachloroethene [or PCE]	127-18-4	8.9	17	0.03	0.1	0.1	0.3	-Body Weight -Carcinogen -Liver
Tetrachlorophenol, 2,3,4,6-	58-90-2	1500	17000	3.2	0.07	0.07	32	-Liver
Tetraethyl dithiopyrophosphate	3689-24-5	31	420	0.1	0.0004	0.0004	1	-Bone Marrow -Neurological
Thiram	137-26-8	330	4900	1.1	0.005	0.005	11	-Neurological
Tin	7440-31-5	44000	660000	***	NA	NA	***	-Kidney -Liver
Toluene	108-88-3	380	2600	0.5	5.6	5.6	5	-Kidney -Liver -Neurological
Toluidine, p-	106-49-0	1.4	2.2	0.7	NA	NA	7	-Carcinogen
Toxaphene	8001-35-2	1	3.7	31	0.002	0.002	310	-Carcinogen -Developmental
Triallate	2303-17-5	740	9500	8.4	6	6	84	-Liver -Spleen
Tributyltin oxide	56-35-9	22	400	36	0.2	0.2	360	-Immunological
Trichloro-1,2,2-trifluoroethane, 1,1,2- [or CFC 113]	76-13-1	13000	88000	27000	NA	NA	270000	-Body Weight -Neurological
Trichloroacetic acid	76-03-9	480	4600	1.2	400	400	12	-None Specified
Trichlorobenzene, 1,2,3-	87-61-6	560	7400	4.6	5.6	5.6	46	-Adrenals -Body Weight

APPENDIX D – REUSE TARGET LEVELS

Contaminant Name	CAS#	Direct Exposure		Leachability Based on Groundwater Criteria		Leachability Based on Freshwater Surface Water Criteria		Leachability Based on Marine Surface Water Criteria		Leachability Based on Groundwater Yield/Poor Quality		Target Organ/System or Effect
		(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	
Trichlorobenzene, 1,2,4-	120-82-1	560	7500	5.3	1.7	1.7	1.7	1.7	1.7	53	-Adrenals -Body Weight	
Trichlorobenzene, 1,3,5-	108-70-3	190	1800	16	NA	NA	NA	NA	NA	160	-None Specified	
Trichloroethane, 1,1,1- [or Methyl chloroform]	71-55-6	400	3300	1.9	2.6	2.6	2.6	2.6	2.6	19	-None Specified	
Trichloroethane, 1,1,2-	79-00-5	1.3	1.8	0.03	0.2	0.2	0.2	0.2	0.2	0.3	-Carcinogen -Liver	
Trichloroethene [or TCE]	79-01-6	6	8.5	0.03	0.9	0.9	0.9	0.9	0.9	0.3	-Carcinogen	
Trichlorofluoromethane	75-69-4	200	1300	33	NA	NA	NA	NA	NA	330	-Cardiovascular -Kidney -Mortality -Respiratory	
Trichlorophenol, 2,4,5-	95-95-4	6000	82000	0.3	1.5	1.5	1.5	1.5	1.5	3	-Kidney -Liver	
Trichlorophenol, 2,4,6-	88-06-2	72	180	0.06	0.1	0.1	0.1	0.1	0.1	0.6	-Carcinogen	
Trichlorophenoxy acetic acid, 2,4,5-	93-76-5	590	8300	0.4	0.8	0.8	0.8	0.8	0.8	4	-Kidney	
Trichlorophenoxy propionic acid [or Silvex]	93-72-1	590	12000	5.4	NA	NA	NA	NA	NA	54	-Liver	
Trichloropropane, 1,2,3-	96-18-4	0.01	0.02	0.001	0.002	0.002	0.002	0.002	0.002	0.01	-Body Weight -Carcinogen -Kidney -Liver -Mortality	
Trifluralin	1582-09-8	94	220	3.5	0.6	0.6	0.6	0.6	0.6	35	-Blood -Carcinogen -Liver	
Trimethyl phosphate	512-56-1	15	30	0.2	NA	NA	NA	NA	NA	2	-Carcinogen	
Trimethylbenzene, 1,2,3-	526-73-8	13	89	0.3	NA	NA	NA	NA	NA	3	-None Specified	
Trimethylbenzene, 1,2,4-	95-63-6	13	88	0.3	7.2	7.2	7.2	7.2	7.2	3	-None Specified	
Trimethylbenzene, 1,3,5-	108-67-8	11	74	0.3	6.7	6.7	6.7	6.7	6.7	3	-None Specified	
Trinitrobenzene, 1,3,5-	99-35-4	1300	14000	1	0.09	0.09	0.09	0.09	0.09	10	-Blood -Spleen	
Trinitrotoluene, 2,4,6-	118-96-7	24	55	0.06	0.3	0.3	0.3	0.3	0.3	0.6	-Carcinogen -Liver	
TRPH	NOCAS#	340	2500	340	340	340	340	340	340	3400	-Multiple Endpoints Mixed Contaminants	
Uranium, natural	7440-61-1	120	470	***	NA	NA	NA	NA	NA	***	-None Specified	
Vanadium	7440-62-2	15**	7400	980	NA	NA	NA	NA	NA	9800	-None Specified	
Vernam	1929-77-7	29	260	0.1	0.2	0.2	0.2	0.2	0.2	1	-Body Weight	
Vinyl acetate	108-05-4	230	1600	0.4	3	3	3	3	3	4	-Body Weight -Kidney -Nasal	
Vinyl chloride	75-01-4	0.03	0.04	0.007	NA	NA	NA	NA	NA	0.07	-Carcinogen	
Xylenes, total	1330-20-7	5900	40000	0.2	3.9	3.9	3.9	3.9	3.9	2	-Body Weight -Mortality -Neurological	
Zinc	7440-66-6	23000	560000	6000	***	***	***	***	***	60000	-Blood	
Zinc phosphide	1314-84-7	23	550	***	NA	NA	NA	NA	NA	***	-Body Weight	
Zineb	12122-67-7	3400	53000	19	0.7	0.7	0.7	0.7	0.7	190	-Thyroid	

Escambia County
Clerk's Original
8/6/2009/CAR II-16

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION

IN THE OFFICE OF THE
NORTHWEST DISTRICT

OGC FILE NO.: 06-1157-C-17-SW

and,

Escambia County

PROSPECTIVE PURCHASER AGREEMENT

This Agreement ("Agreement") is entered into between the State of Florida Department of Environmental Protection ("Department") and Escambia County ("County"). The Department and County agree to undertake all actions required by the terms and conditions of this Agreement. The purpose of this Agreement is to define the limited liability, subject to the reservations and limitations contained herein, of the County for existing contamination at the Saufley C&D facility in the event the County voluntarily acquires, and then closes and undertakes long-term care and groundwater monitoring of the C&D facility.

The Department agrees that the County's entry into this Agreement, and the actions undertaken by the County in accordance with this Agreement are voluntary and do not constitute an admission of liability. The resolution of the potential liability of the County in exchange for the consideration provided by the County to the Department is of substantial benefit and is in the public interest.

Parties

1. The Department is the administrative agency of the State of Florida having the power and duty to protect Florida's air and water resources and to administer and enforce the provisions of Chapter 403, Florida Statutes (F.S.), and the rules promulgated in Title 62, Florida

Verified By: CMitchell

Date: 8/7/2009

Administrative Code (F.A.C.) The Department has jurisdiction over the matters addressed in this Agreement.

2. The County, is a person within the meaning of Section 403.031(5), F.S.
3. The County, is a political subdivision of the State of Florida.

History

4. On February 1, 2005, Louisiana Investment Group, LLC (“LIG”) acquired title to the property located at 5660 Saufley Field Road, Pensacola, Escambia County, Florida, identified by Escambia County Property Appraiser's Office parcel identification number 381S1-3303-000-001 (the “Property”) attached and incorporated as **Exhibit 1**. The LIG operated a Construction and Demolition Debris Disposal Facility at the Property from January 2005 to March 4, 2008.

5. On February 11, 2008, the Department ordered LIG to properly close the facility. On March 4, 2008, the Department issued a Final Order Of Abandonment as a result of LIG’s failure to obtain required permits and to close the facility in accordance with Department’s rules. On March 28, 2008, a Consent Final Judgment (“CFJ”) was entered against LIG. The CFJ awarded judgment in favor of the Department and against LIG in the sums of \$661,500.00 in civil penalties and \$15,897.62 in Department costs, which amounts remain unsatisfied. The Judgment was recorded in the land records for Escambia County on April 4, 2008, in book 6309 at page 1260.

6. Closure activities at the Property performed to date have included the moving of waste to attempt to achieve a side slope of three feet horizontal to one (1) foot vertical, cover exposed waste with soil, seed some surfaces in an attempt to control erosion, and some work to establish a storm water system. Failure to adequately complete these requirements has resulted in significant erosion, exposed waste, odors and a failed storm water system.

7. The County intends to acquire the Property, close the facility and to convert the Property to a beneficial use. The County agrees to become responsible for the long term care and groundwater monitoring of the facility in accordance with Rule 62-701.730(10), F.A.C. The County certifies and represents that it is not a prior owner of the Property and has not been an operator of the facility thereon. Further, the County is not affiliated with the previous owners or operators of the Property.

Definitions of Additional Terms

8. “Existing Contamination” shall mean any hazardous substances, pollutants or contaminants present or existing on or under the Property or that have or will result from the hazardous substances, pollutants or contaminants present or existing on or under the Property as of the effective date of this Agreement, and specifically including hazardous substances, pollutants or contaminants that may be discovered or revealed subsequent to and which results from disposal of waste before the effective date of this Agreement.

9. “Property” shall mean that land and improvements encompassing approximately 22.82 acres, located at 5660 Saufley Field Road, and depicted generally on the map attached as **Exhibit 2**.

10. “State” shall mean the state of Florida, its departments, agencies and instrumentalities.

Consideration

11. In consideration of and in exchange for the Department’s release of lien and covenant not to sue herein, the County agrees to close the facility in accordance with Rule 62-701.730(9), F.A.C. and to complete the closure within twenty-four (24) months from the date it acquires the Property. The County shall promptly notify the Department when it has acquired

the Property. Further, the County agrees to undertake long-term care and groundwater monitoring of the facility consistent with the requirements of the Rule. The County shall not be required to undertake remediation of ground water due to Existing Contamination, even if tests subsequent to the effective date of this Agreement show levels of Existing Contamination have increased or exceeded regulatory limits.

12. The County shall complete final closure of the facility pursuant to the requirements of Rule 62-701.730, F.A.C. and provide certification of closure to the Department in accordance with Rule 62-701.730(9)(c), F.A.C. , within twenty-four (24) months from the date it acquires the Property. The Department shall direct Evanston Insurance Company and all of its agents and representatives to reimburse the County for authorized closure costs incurred in accordance with a Closure Plan, pursuant to Policy Number 07EIL00279, if and to the extent such funds are available under the policy. Nothing contained herein shall constitute an assurance or representation by the Department that such funds are or will be available to the County or that they will be sufficient to reimburse the County for any specific amount.

13. The County agrees to conduct long term care of the facility in accordance with Rule 62-701.730(10), F.A.C. Groundwater monitoring shall be conducted on background and compliance wells on a semi-annual basis for a five year long-term care period. The wells to be sampled are:

Well Name	Designation	Approximate Location	Test Site Number
MW-1	Compliance	Approximately 346' west of MW-2 & approximately 8' north of south property line	9228
MW-2	Water Level Only	Approximately 115' west of southeast property corner & approximately 8' north of south property line	9227
MW-3	Water Level Only	Approximately 215' south of northwest property corner & approximately 40' east of west property line	9226

MW-4	Compliance	Approximately 460' west of MW-1 & approximately 8' north of south property line	19308
MW-6	Background	Approximately 50' south of northeast property corner & approximately 10' west of east property line	19371
MW-5	Water Level Only	Approximately 360' north of southwest property corner & approximately 10' east of west property line	19370

Results shall be reported on June 1 and December 1 each year. All sampling and analysis shall be conducted in accordance with the requirements of Rule 62-701.510(6)(b), F.A.C. Parameters analyzed shall be in accordance with Rule 62-701.730(4)(b), F.A.C. Water levels in each monitoring well shall be measured in a single day. Water levels shall be measured on the sample day and recorded prior to evacuating the wells or collecting samples. At each well site, water level, top of well casing and land surface elevations shall be measured and recorded at a precision of plus or minus 0.01 feet NAVD for each analysis report. Prior to sampling, the field parameters shall be stabilized from each well. Sampling and purging methods in the SOP's, as allowed in Chapter 62-160, F.A.C., must be used. Water Sample Analysis of all samples shall be conducted using approved State and Federal analytical methods with detection limits at or below the maximum allowable concentrations for all parameters, whenever possible. The Department shall direct Evanston Insurance Company and all of its agents and representatives to reimburse the County for authorized long-term care costs incurred in accordance with a Closure Plan, pursuant to Policy Number 07EIL00279, if and to the extent such funds are available under the policy. Nothing contained herein shall constitute an assurance or representation by the Department that such funds are or will be available to the County or that they will be sufficient to reimburse the County for any specific amount.

14. The results of each set of semiannual ground water analyses shall be submitted electronically on floppy diskettes or compact disc media readable by a Microsoft Windows

computer. The data shall be evaluated using ADaPT, and shall be electronically submitted to the Department using ADaPT to conduct data quality review and compliance checking. Electronic laboratory data must be submitted in a specific format called an Electronic Data Deliverable (EDD). The submittal shall also include laboratory reports, Chain of Custody sheets, field data sheets, Water Sampling Logs. The website with information on ADaPT can be viewed using the following internet link: <http://www.dep.state.fl.us/labs/dqa/adaptfaq.htm> . That data received by the Department will be used by it to assist in the evaluation of possible actions with regard to the property or against potentially responsible parties. Any decisions with regard to such actions shall be made by and in the sole discretion of the Department.

15. The benefits and burdens of this Agreement will run with the land and title to the Property, and will be binding upon the County and its successors and/or assigns in interest. Any future development of or construction on the Property shall follow the procedures and guidelines set forth in the Guidance for Disturbance and Use of Old Closed Landfills or Waste Disposal Areas in Florida , dated May 3, 2001 attached and incorporated as **Exhibit 3**.¹ The water quality evaluations in Sections 4.6, 4.6.1, and 4.6.2 and Appendices E. and F. of the Guidance document do not apply. Appendices E. and F. are not included in Exhibit 3.

Access/Notice to Successors in Interest

16. Commencing on the date that the County acquires title to the Property, it shall provide the Department, its authorized employees and representatives, an irrevocable right of access at all reasonable times to the Property. Except as specifically waived or modified by this Agreement, the Department retains all of its authorities and rights with regard to the Property or operations thereon, including its authority to bring enforcement actions, under any applicable statute or regulation, including any amendments thereto.

¹ http://www.dep.state.fl.us/waste/quick_topics/publications/shw/solid_waste/DumpGuideTotal.pdf

17. Within ten (10) days after the effective date of this Agreement, the County shall record a certified copy of this Agreement with the Clerk of the Court, Official Records section, Escambia County, State of Florida. Thereafter, each deed, title, or other instrument conveying an interest in the Property shall contain a notice stating that the Property is subject to this Agreement. A copy of these file stamped documents should be sent to the persons listed in the Notices and Submissions section below.

18. The County shall ensure that transferees, assignees, successors in interest, lessees, and sublessees, of the Property shall provide the same access and cooperation. The County shall ensure that a copy of this Agreement is provided to any current lessee or sublessee on the Property as of the effective date of this Agreement and shall ensure that any subsequent leases, subleases, assignments or transfers of the Property or an interest in the Property are consistent with this Agreement.

Due Care/Cooperation

19. The County shall exercise due care at the Property with respect to the Existing Contamination; and shall comply with all applicable local, State, and federal laws and regulations in the act of closing the landfill or any remediation associated therewith. The County recognizes that the implementation of closure may disclose, disturb or distribute Existing Contamination. In the event the County becomes aware of any action or occurrence on the Property which causes or threatens a release of hazardous substances, pollutants or contaminants at or from the Property that presents an imminent threat to public health, welfare or the environment, the County shall immediately take all appropriate action to prevent, abate, or minimize such release or threat of release and shall, in addition to complying with any applicable notification requirements under any law, immediately notify the Department of such release or

threatened release. Nothing contained herein shall be construed as obligating the Department to inspect, respond, contain, remove, abate or advise as to any contamination, pollution or other condition that currently exists or may be found to exist at the Facility.

Certification

20. By entering into this agreement, the County certifies that to the best of its knowledge and belief that the premises in paragraph 7 are true, accurate and complete, that it has fully and accurately disclosed to the Department all information known to it and all information in the possession or control of its officers, directors, employees, contractors and agents which relates in any way to any Existing Contamination or any past or potential future release of hazardous substances, pollutants or contaminants at or from the Property. The County also certifies that to the best of its knowledge and belief it has not caused or contributed to a release or threat of release of hazardous substances or pollutants or contaminants at the Property. If the Department determines that information provided by the County is not materially accurate and complete, this Agreement, within the sole discretion of the Department, shall be null and void and the Department reserves all rights it may have to pursue the recovery of costs, damages or penalties.

Department's Covenant Not To Sue

21. As consideration for the County doing the following: (i) acquiring the Property; (ii) completing closure of the C&D facility within twenty-four (24) months from the date it acquires the Property; (iii) providing the Department a Certification of Closure Construction within twenty-four (24) months from the date it acquires the Property, and (iv) conducting long-term care and groundwater monitoring, the Department, subject to the Reservations of Rights section of this Agreement, covenants not to sue or take any other civil or administrative action

against the County, its members, directors, officers, affiliates, and its agents for any and all civil liability, for injunctive relief, or reimbursement of costs associated with Existing Contamination at the Property, including but not limited to groundwater contamination, and specifically including actions seeking remediation of groundwater due to Existing Contamination. Provided, however, that the County is not found to be involved in bringing additional wastes to or discharging pollutants on to the Property following the date hereof, and the County does not default in its obligations hereunder, in which circumstances such covenant not to sue shall be null and void. Upon acquisition of the Property by the County, following execution of this Agreement, the Department shall release its judgment lien on the Property. This Agreement shall not constitute any assurance by the Department that third parties or the United States, its agencies or instrumentalities will not make claims against the County in connection with the Property or the matters addressed hereunder.

Reservation of Rights

22. The covenant not to sue set forth above does not pertain to any matters other than those expressly specified in paragraph 21 above. The Department reserves and this Agreement is without prejudice to all rights against the County with respect to all other matters, including but not limited to, the following:

- (a) claims or liability based on a failure by the County to meet a requirement of this Agreement, including but not limited to those set forth in the Sections entitled Consideration, Access/Notice, and Due Care/Cooperation as set forth herein;
- (b) any claims or liability resulting from future releases of hazardous substances, pollutants or contaminants, (save and except for Existing Contamination), at or from the Property caused or contributed to by the County, its successors, assignees, lessees or sublessees;

(c) any claims or liability resulting from exacerbation by the County, its successors, assignees, lessees or sublessees, of Existing Contamination;

(d) any claims or liability resulting from the release or threat of release of hazardous substances, pollutants or contaminants, at the Property after the effective date of this Agreement, not within the definition of Existing Contamination;

(e) any criminal liability; and

(f) any claims or liability resulting from a County's violation of local, state or federal law or regulation.

23. Nothing in this Agreement is intended to limit the right of the Department to undertake future response actions at the Property or to seek to compel responsible persons to perform or pay for response actions at the Property, save and except the express limitations set out in the Department's Covenant Not To Sue. The County acknowledges that it is purchasing or otherwise acquiring property where future groundwater response actions may be required by others.

24. Nothing in this Agreement is intended to bind, compel or commit the Department to undertake or pay for any response actions, contamination assessment or remediation at the Property or to initiate any legal action against any potentially responsible person.

County's Covenants Not To Sue

25. In consideration of the Department's Covenant Not To Sue in this Agreement, the County hereby covenants not to sue and not to assert any claims or causes of action against the State, its authorized officers, employees, or representatives with respect to the Property (save and except for actions seeking to enforce the terms of this Agreement) including but not limited to, any direct or indirect claims for reimbursement pursuant to any provision of law, any claim

against the State related to the Property, or any claims arising out of response activities at the Property. Further, the County covenants not to sue and not to assert any claim or cause of action against the State, its authorized officers, employees, or representatives, either i) to compel the State to take any action with regard to the Existing Contamination or any groundwater contaminated thereby, the Property or any potentially responsible party or ii) for the State's decisions not to act, its failure to act or any delay in taking action with regard to the Existing Contamination on the Property or any groundwater contaminated thereby.

Parties Bound/Transfer of Covenant

26. This Agreement shall apply to and be binding upon the Department, and the County, as well as their respective officers, directors, employees, and agents. Each signatory of a Party to this Agreement represents that he or she is fully authorized to enter into the terms and conditions of this Agreement and to legally bind such Party.

27. Notwithstanding any other provisions of this Agreement, all of the rights, benefits and obligations conferred upon the County under this Agreement may be assigned or transferred to any person with the prior written consent of the Department in the Department's sole discretion.

28. The County agrees to pay the reasonable costs incurred by the Department to review any subsequent requests for consent to assign or transfer the Property.

29. In the event of an assignment or transfer of the Property or an assignment or transfer of an interest in the Property, the assignor or transferor shall continue to be bound by, all the terms and conditions, and subject to all the benefits, of this Agreement except as the Department and the assignor or transferor agree otherwise and modify this Agreement, in writing, accordingly. Moreover, prior to or simultaneous with any subsequent assignment or

transfer of the Property, the assignee or transferee must consent in writing to be bound by the terms of this Agreement including but not limited to a certification of no prior involvement, association or contribution to the Existing Contamination in order for the Department's Covenant Not to Sue to be available to that assignee or transferee. The Department may, following the assignment and assumption of obligations by an assignee acceptable to the Department, release the County from its obligations hereunder. The Department's Covenant Not To Sue shall not be effective with respect to any assignees or transferees who fail to provide such written consent and certification to the Department in advance of such transfer.

Disclaimer

30. This Agreement in no way constitutes a finding by the Department as to the risks to human health and the environment which may be posed by contamination at the Property neither does it constitute any representation by the Department that the Property is fit for any particular purpose. This agreement in no way constitutes an agreement by the Department to take any action with regard to Existing Contamination or to inspect, contain, remove, abate or advise the County as to any hazardous substances, pollutants or contamination present or existing on the Property.

Notices

31. Notice, when required under this agreement shall be delivered by first class mail, proper postage fully pre-paid thereon, to the following addressees:

If to the Department, to:

W. Richard Fancher
District Director
Florida Department of Environmental Protection
160 Governmental Center
Pensacola, Florida 32502-5794

All immediate notices shall be delivered electronically to the following Department epost address:

epost_nwdwaste@dep.state.fl.us

If to the County, to:

Sandra P. Jennings, E.I.
Bureau Chief,
Neighborhood/Community Services Bureau
13009 Beulah Road
Cantonment, Fl 32533

All immediate notices shall be delivered electronically to the following Department epost address:

To: sandra_jennings@co.escambia.fl.us

Copy: ron_hixson@co.escambia.fl.us

Effective Date

32. The effective date of this Agreement shall be the date upon which the Department issues written notice to the parties that the Department has fully executed the Agreement.

Modification

33. If either Department or the County believes that any or all of the obligations of Access/Notice to successors in interest are no longer necessary to ensure compliance with the requirements of the Agreement, such party may request in writing that the other party agree to modify the provision(s) establishing such obligations; provided, however, that the provision(s) in question shall continue in force unless and until the party requesting such termination receives written agreement from the other party to terminate such provision(s).

Exhibits

34. Exhibit 1 shall be the legal description of the Property which is the subject of this Agreement.
35. Exhibit 2 shall be the map depicting the Property.
36. Exhibit 3 shall be "Guidance for Disturbance and Use of Old Closed Landfills or Waste Disposal Areas in Florida." Final dated May 3, 2001.

Administrative Provisions

37. The County acknowledges and waives their rights to an administrative hearing pursuant to Sections 120.569 and 120.57, F.S., on the terms of this Agreement, and also acknowledges and waives their right to appeal the terms of this Agreement pursuant to Section 120.68, F.S., upon the effective date of this Agreement.
38. The County agrees to publish the notice below in a newspaper of daily circulation in Escambia County, Florida. The notice shall be published one time only within 10 days after the effective date of the Agreement by the Department.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
NOTICE OF PURCHASE AGREEMENT

The Department of Environmental Protection gives notice of agency action of entering into an Agreement with Escambia County, a political subdivision of the State of Florida. The Agreement addresses the closure and long term care of property located at 5660 Saufley Field Road, Escambia County, Florida. The Agreement is available for public inspection during normal business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, except legal holidays, at the Department of Environmental Protection, Pensacola, Florida, and will be duly recorded in the Public Records of Escambia County, Florida.

Persons whose substantial interests are affected by this Agreement have a right to petition for an administrative hearing on the Agreement. The Petition must contain the information set forth below and must be filed (received) in the Department's Office of General Counsel, 3900 Commonwealth Boulevard, MS# 35, Tallahassee, Florida 32399-3000, within 21 days of receipt of this notice. A copy of the Petition must also be mailed at the time of filing to the District Office named above at the address indicated. Failure to file a petition within the 21 days constitutes a waiver of any right such person has to an administrative hearing pursuant to Sections 120.569 and 120.57, Florida Statutes.

The petition shall contain the following information:

(a) The name and address of each agency affected and each agency's file or identification number, if known;

(b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;

(c) A statement of when and how the petitioner received notice of the agency decision;

(d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;

(e) A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the agency's proposed action;

(f) A statement of the specific rules or statutes the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and

(g) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the agency to take with respect to the agency's proposed action.

If a petition is filed, the administrative hearing process is designed to formulate agency action. Accordingly, the Department's final action may be different from the position taken by it in this Notice. Persons whose substantial interests will be affected by any decision of the Department with regard to the subject Agreement have the right to petition to become a party to the proceeding. The petition must conform to the requirements specified above and be filed (received) within 21 days of receipt of this notice in the Office of General Counsel at the above address of the Department. Failure to petition within the allowed time frame constitutes a waiver of any right such person has to request a hearing under Sections 120.569 and 120.57, Florida Statutes, and to participate as a party to this proceeding. Any subsequent intervention will only be at the approval of the presiding officer upon motion filed pursuant to Rule 28-106.205, Florida Administrative Code.

In addition to requesting an administrative hearing, any petitioner may elect to pursue mediation. The election may be accomplished by filing with the Department a mediation agreement with all parties to the proceeding (i.e., the applicant, the Department, and any person who has filed a timely and sufficient petition for a hearing). The agreement must contain all the information required by Rule 28-106.404. The agreement must be received by the clerk in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, within ten days after the deadline for filing a petition, as set forth above. Choosing mediation will not adversely affect the right to a hearing if mediation does not result in a settlement.

As provided in section 120.573 of the Florida Statutes, the timely agreement of all parties to mediate will toll the time limitations imposed by sections 120.569 and 120.57 for holding an administrative hearing and issuing a final order. Unless otherwise agreed by the parties, the mediation must be concluded within sixty days of the execution of the agreement. If mediation results in settlement of the administrative dispute, the Department must enter a final order incorporating the agreement of the parties. Persons seeking to protect their substantial interests that would be affected by such a modified final decision must file their petitions within twenty-one days of receipt of this notice, or they shall be deemed to have waived their right to a proceeding under sections 120.569 and 120.57. If mediation terminates without settlement of the dispute, the Department shall notify all parties in writing that the administrative hearing processes under sections 120.569 and 120.57 are resumed.

39. The Department hereby expressly reserves the right to initiate appropriate legal action to prevent or prohibit any violations of applicable statutes or the rules promulgated thereunder that are not specifically addressed by the terms of this Agreement.

40. No modifications of the terms of this Agreement shall be effective until reduced to writing and executed by the Department and the County.

41. This Agreement is a final agency action by the Department pursuant to Section 120.52(7), F.S., and it is final and effective on the date filed with the Clerk of the Department unless a Petition for Administrative Hearing is filed in accordance with Chapter 120, F.S. Upon the timely filing of a petition this Agreement will not be effective until further order of the Department.

42. This Agreement may be executed in original counterparts, which when complete shall be binding on all parties, their agents, successors and assigns.

43. This Agreement constitutes the entire agreement between the Department and the County related to the Property. No prior or present agreements or representations shall be binding upon those parties unless included in this document. No modifications to or change in this document shall be valid or binding unless made in writing and executed by the parties intended to be bound.

ESCAMBIA COUNTY, FLORIDA;
by and through its duly authorized Board of
County Commissioners

Date Executed

8/6/2009

By: Marie Young
Marie Young, Chairman

Date: 8-6-2009

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: Doris Harris
Deputy Clerk

BCC Approved: 08-06-2009

This document approved as to form
and legal sufficiency.

By: [Signature]
Title: Aut. County Attorney
Date: June 4, 2009

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

[Signature]
W. Richard Fancher
Director of District Management
Northwest District

FILED, on this date, pursuant to § 120.52, Florida Statutes,
with the designated Department Clerk, receipt of which
is hereby acknowledged.

[Signature]
Clerk

08-24-2009
Date

c: Larry Morgan, FDEP OGC

EXHIBIT 1: ESCAMBIA COUNTY
PROSPECTIVE PURCHASE AGREEMENT

Saufley C&D Facility property located at 5660 Saufley Field Road,
Pensacola, Escambia County, Florida.

OGC File Number: 06-1157-C-17-SW

Escambia County Property Appraiser's Office parcel identification number:
381S313303000001 - Full Legal Description

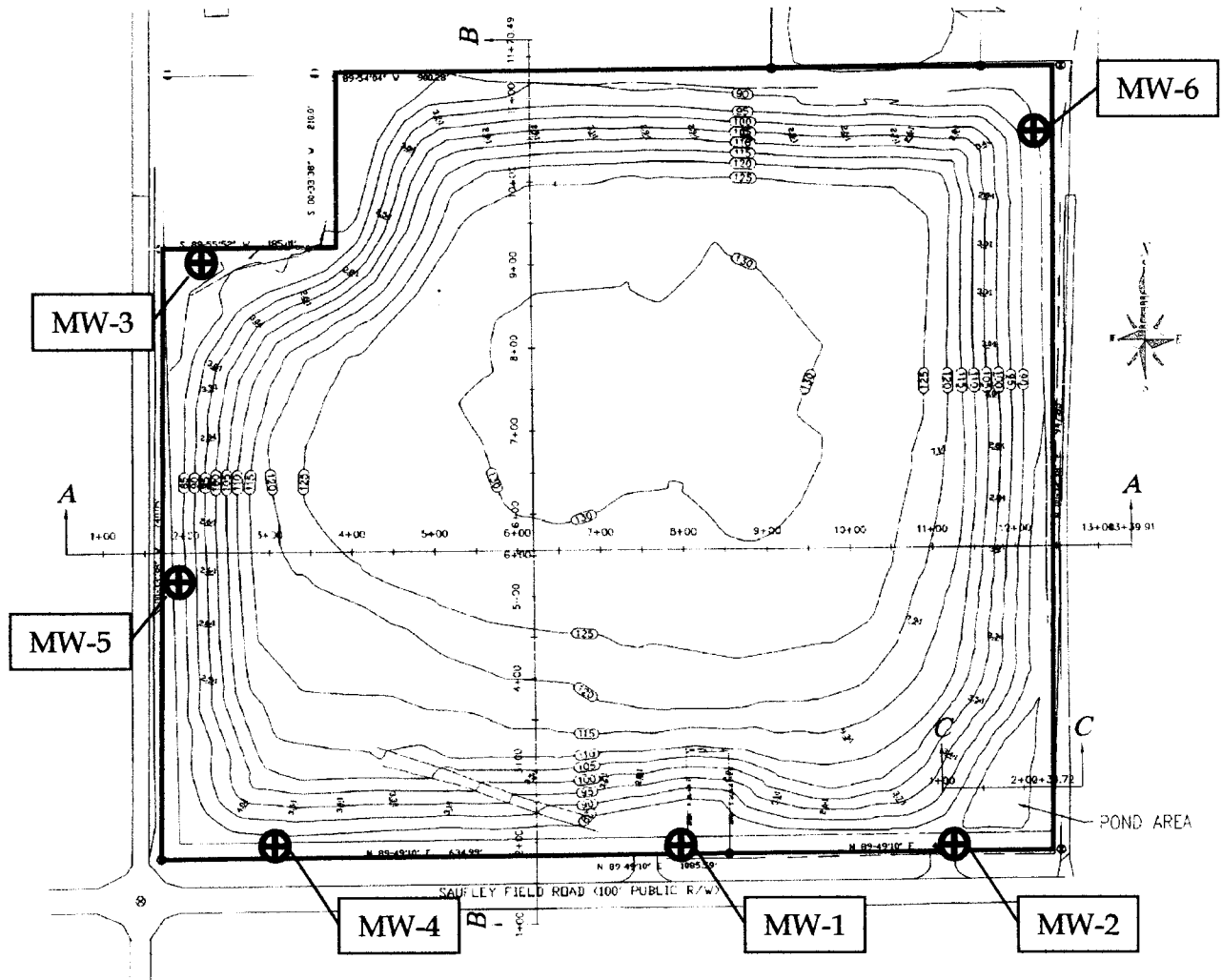
BEG AT SW COR OF SEC NLY TO N LI OF SAUFLEY FIELD RD FOR POB ELY ALG N
R/W LI OF SAUFLEY FIELD RD 585 6/10 FT NLY AT ANG 90 DEG 940 FT WLY AT ANG
OF 90 DEG 375 6/10 FT SLY AT ANG 90 DEG 210 FT WLY AT ANG 90 DEG 210 FT SLY
AT ANG 90 DEG 730 FT TO POB LESS OR 4501 P 934 RD R/W AND BEG AT SW COR OF
SEC N 0 DEG 37 MIN E ALG W LI OF SEC 50 FT TO NLY R/W OF STATE RD NO 296 N
89 DEG 51 MIN E ALG H/W 1000 FT FOR POB CONTINUE N 89 DEG 51 MIN E 100 FT N
0 DEG 36 MIN E 435 6/10 FT S 89 DEG 51 MIN W 100 FT S 0 DEG 36 MIN W 435 6/10 FT
TO POB AND LOTS 1 THRU 31 NOTTINGHAM ESTATES PB 9 P 6 OR 5567 P 1035

Date: August 24, 2009

**EXHIBIT 2: ESCAMBIA COUNTY
PROSPECTIVE PURCHASE AGREEMENT**

Saufley C&D Facility property located at 5660 Saufley Field Road,
Pensacola, Escambia County, Florida.

OGC File Number: 06-1157-C-17-SW

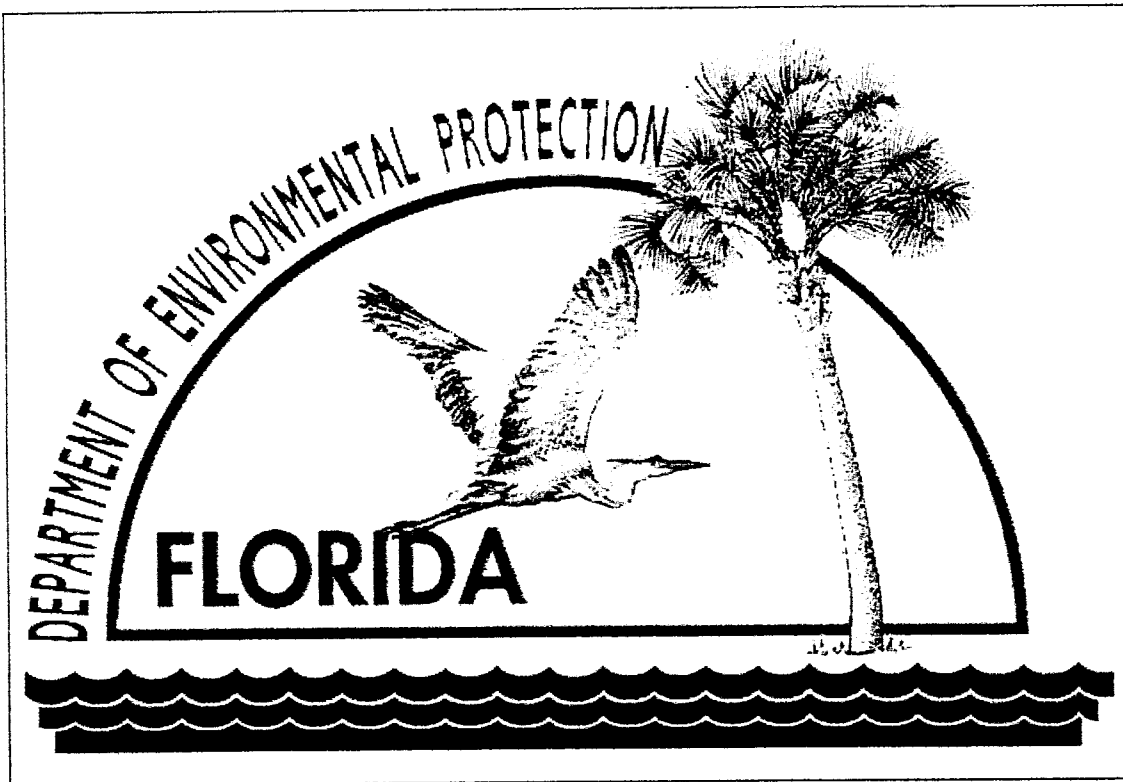


Date: August 24, 2009

GUIDANCE FOR DISTURBANCE AND USE
OF OLD CLOSED LANDFILLS OR WASTE
DISPOSAL AREAS IN FLORIDA

FINAL

May 3, 2001



Prepared by:

Department of Environmental Protection
Solid Waste Section
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Old Disposal Guidance
May 3, 2001

DISCLAIMER

The information contained in this document is intended for guidance only. It is not a rule and does not create any standards or criteria which must be followed by the regulated community. Furthermore, compliance with this document does not relieve the owner or operator from the responsibility for complying with the Department's rules nor from any liability for environmental damages caused by the disturbance of or activities near old landfills or waste disposal areas.

Old Disposal Guidance
May 3, 2001

TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
DISCLAIMER	i
LIST OF ACRONYMS	iii
1.0 BACKGROUND AND PURPOSE	1
2.0 APPLICABILITY	2
3.0 GOAL	3
4.0 WASTE DISTURBANCE	4
4.1 <u>Waste Relocation On-site</u>	4
4.2 <u>Waste Left In-place</u>	7
4.3 <u>Waste Removal and Off-site Disposal</u>	7
4.3.1 Excavation and Disposal Plan.....	8
4.3.2 Waste Characterizations.....	9
4.4 <u>Recycling Wastes or Vegetative Matter</u>	12
4.5 <u>Use of Screened Solid Waste</u>	14
4.5.1 Back-filling Excavated Areas.....	15
4.5.2 Off-site Uses.....	17
4.6 <u>Water Quality Evaluations</u>	17
4.6.1 Wastes Removed.....	17
4.6.2 Wastes Left In-place.....	18
5.0 CONSTRUCTION NEAR WASTE-FILLED AREAS	18
6.0 CONSTRUCTION OVER WASTE-FILLED AREAS	18
6.1 <u>Cautions for Construction</u>	19
6.2 <u>Alternate Uses of Disposal Areas</u>	20
REFERENCES	22

LIST OF TABLES

1. Minimum Number of Soil Samples Required.....	23
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APPENDICES

- A. Department Solid Waste Contacts and Addresses
- B. Partial Summary of Landfill Permit, Closure and Long-term Care Requirements
- C. Partial Summary of Construction and Demolition (C&D) Debris Permit, Closure and Long-term Care Requirements
- D. Reuse Target Levels
- E. Preliminary Contamination Assessment Actions
- F. Corrective Actions for Contamination Site Cases

Old Disposal Guidance
May 3, 2001

LIST OF ACRONYMS

CompQAP - Comprehensive Quality Assurance Plan
CAP - Contamination Assessment Plan
CAR - Contamination Assessment Report
EDP - Excavation and Disposal Plan
EPA - U. S. Environmental Protection Agency
EM - Electromagnetic Conductivity
F.A.C. - Florida Administrative Code
F.S. - Florida Statutes
FS - Feasibility Study
GWMP - Ground Water Monitoring Plan
HRA - Health Risk Assessment
IRA - Initial Remedial Action
IRAP - Initial Remedial Action Plan
MOP - Monitoring Only Plan
NGVD - National Geodetic Vertical Datum of 1929
NELAP - National Environmental Laboratory Accreditation
Program
NFA - No Further Action
PCAP - Preliminary Contamination Assessment Plan
PCAR - Preliminary Contamination Assessment Report
QA/QC - Quality Assurance/Quality Control
RAJ - Risk Assessment/Justification
RCRA - Resource Conservation and Recovery Act
RAP - Remedial Action Plan
Rfd - Reference Dose
RSM - Recovered Screened Material
RTL - Reuse Target Level
SRCR - Site Rehabilitation Completion Report
SF - Slope Factor
SPLP - Synthetic Precipitation Leaching Procedure
SRL - Site Rehabilitation Level
SSW - Screened Solid Waste
WPF - Waste Processing Facility
WTE - Waste-to-Energy

1.0 BACKGROUND AND PURPOSE

In the past, the Florida Department of Environmental Protection (Department) has received notifications that old landfills or old disposal areas were unexpectedly discovered during various construction projects. The Department has also been contacted by property owners who were seeking to develop property which was known to contain areas where waste had been disposed. In both of these cases, the Department has usually been asked to provide guidance on how to properly manage the waste at the sites. Questions have typically been raised about relocating the wastes, where wastes can be properly disposed, permitting requirements, back-filling of excavated areas, use of screened material from the waste and ground water monitoring requirements.

There have also been cases where the Department discovered that construction projects, such as residential housing units, schools, recreational areas or retail businesses, have been completed either on top of or adjacent to old disposal areas. Some of these projects have resulted in considerable concern by the Department and the public for both the health and safety of individuals living or working near these disposal areas and for the integrity of the environmental protection measures that may be in place at the disposal sites.

The potential risks from old disposal sites may vary considerably and are usually not well understood. This can be due to a variety of factors such as a lack of records on the types of waste disposed at a site or a lack of data on the generation and fate of gases and leachate from these wastes. For example, some wastes contain more biodegradable material than others and as a result may generate more methane gas under anaerobic conditions. Or, due to the age of the wastes, they may have stabilized to the point that gas generation is no longer of concern. If gases are still being generated, they may or may not be migrating off-site depending on the specific geological and physical features of the site. Also, since these old disposal sites were unlined, impact to ground water from leachate generation may be a problem, but this can not be determined without a ground water investigation.

Due to the difficulties encountered in dealing with these old sites, the Department has been asked to develop recommendations for managing the problems arising from construction near or over them. Consequently, this document is intended to provide guidance to the regulated community on the

Department's requirements and recommendations for disturbing or using old, closed landfills or disposal areas. While owners of these old sites are encouraged to use this guidance, this document is not a rule and does not create any standards or criteria which must be followed by the regulated community.

2.0 APPLICABILITY

In general, this document only applies to old disposal sites that are inactive, i.e. no longer receiving wastes, and can normally be placed into one of three categories: (1) old permitted landfills that had a final cover¹ installed before July 1, 1985 without a closure permit; (2) old disposal sites, such as dumps, open dumps and promiscuous dumps, that were operated and closed without permits and which may have had few or no records available of their operations; and (3) construction and demolition (C&D) debris disposal areas which were operated and closed prior to August 2, 1989. The application of this document to any other sites will be determined on a case-by-case basis by the Department.

For the purposes of this document, a "landfill" means a Class I, II or III landfill as it is currently defined in the Department's Solid Waste Management Facilities rule, Chapter 62-701, Florida Administrative Code (F.A.C.). Also, C&D debris² in this document means the same as it is currently defined in Rule 62-701.200(27), F.A.C. which reads:

"Construction and demolition debris" means discarded materials generally considered to be not water soluble and non-hazardous in nature, including but not limited to steel, glass, brick, concrete, asphalt material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, including such debris from construction of structures at a site remote from the construction or demolition project site. The term includes rocks, soils, tree remains, trees, and other vegetative matter which normally results from land clearing or land development operations for a construction project; clean

¹ In July 1, 1985, final cover was generally defined as a 24-inch thick soil layer placed over the wastes in the landfill.

² An additional explanation of how C&D debris wastes are defined is contained in Section 4.3.2 of this document.

cardboard, paper, plastic, wood, and metal scraps from a construction project; effective January 1, 1997, except as provided in Section 403.707(12)(j), F.S., unpainted, non-treated wood scraps from facilities manufacturing materials used for construction of structures or their components and unpainted, non-treated wood pallets provided the wood scraps and pallets are separated from other solid waste where generated and the generator of such wood scraps or pallets implements reasonable practices of the generating industry to minimize the commingling of wood scraps or pallets with other solid waste; and de minimis amounts of other non-hazardous wastes that are generated at construction or demolition projects, provided such amounts are consistent with best management practices of the construction and demolition industries. Mixing of construction and demolition debris with other types of solid waste will cause it to be classified as other than construction and demolition debris.

Dumps, open dumps and promiscuous dumps were defined in earlier rules by the Department. In 1974, dumps were defined in Rule 17-7.02(7), F.A.C. as:

"Dump" is a land disposal site at which solid waste is disposed of in a manner which does not protect the environment and is exposed to the elements, vectors and scavengers.

In 1979, open dumps and promiscuous dumps were defined in Rules 17-7.02(33) and (36), respectively, as:

"Open Dump" means a site for the disposal of solid waste which does not comply with the criteria of Chapter 17-7, F.A.C.; and

"Promiscuous Dump" means an unauthorized site where indiscriminate deposits of solid waste are made.

3.0 GOAL

If plans are made to disturb an old landfill, the owner is required to notify the Department before beginning this

activity. The basic regulatory requirements for the old, closed landfills are contained in Rule 62-701.610(7), F.A.C. and read as follows:

Use of closed landfill areas. Closed landfill areas, if disturbed, are a potential hazard to public health, ground water and the environment. The Department retains regulatory control over any activities which may affect the integrity of the environmental protection measures such as the landfill cover, drainage, liners, monitoring system, or leachate and stormwater controls. Consultation with the Department is required prior to conducting activities at the closed landfill areas.

The goal of this document is not to impose new regulatory burdens on owners of old landfills or disposal sites. Rather, the owners of these sites are strongly encouraged to consult with the Department prior to disturbing any of these areas or conducting any construction near or over them and to develop a plan of action that achieves the goals of the owner but is also protective of human health and the environment. To facilitate communication with the Department in these matters, a list of contacts and addresses for the Tallahassee and District offices is provided in APPENDIX A.

The remaining portions of this document describe the activities that should be conducted or considered when attempting development near or over these old sites. The Department encourages the owners of these sites to follow these recommendations.

4.0 WASTE DISTURBANCE

4.1 Waste Relocation On-site

There have been occasions when construction projects have included the on-site relocation of existing wastes which were either known to exist at the site before construction or discovered during construction. The owner may also desire to sort uncontaminated concrete from the waste before reburial³.

³ Sorting materials other than uncontaminated concrete will require written approval by the Department before the sorting begins in accordance with the requirements of Section 4.4 of this document.

In 2001, the Department revised its solid waste rule to address the relocation of these on-site wastes at closed landfills. Specifically, Rule 62-701.610(8) reads:

Relocation of waste. The owner of a closed landfill may request permission from the Department to move waste from one point to another within the footprint of the same solid waste disposal unit. If the landfill has a valid closure permit, the permittee shall seek a modification to reflect the relocation of waste. The Department shall approve such a request upon a demonstration that:

(a) The activity will not cause or contribute to any leachate leakage from the landfill, and will not adversely affect the closure design of the landfill;

(b) Any leachate, stormwater runoff, or gas which is generated by the activity is controlled on site;

(c) Any hazardous waste which is generated by the activity will be managed in accordance with Chapter 62-730, F.A.C.;

(d) Immediately after the activity is completed, the landfill will be covered, vegetated, and graded so as to comply with the closure requirements that apply to that landfill, which shall include a final cover of at least two feet of soil; and

(e) The appropriate District Office of the Department is notified at least seven days before the activity takes place in order to have the opportunity to inspect the site.

If the landfill has a valid closure permit, then a modification of that closure permit will be required to relocate on-site wastes. The owner of the landfill will have to demonstrate that the requirements of Rule 62-701.610(8), F.A.C. will be satisfied during the relocation activities. Uncontaminated concrete which is excavated from the disposal site and removed from the wastes may be used as a raw material or as fill material without a permit⁴, i.e. used as clean debris. But it must meet the definition of clean debris contained in Rule 62-701.200(15), F.A.C. before it can be used as fill or raw material.

⁴ For the Department's requirements on this use, see Rules 62-701.220(2)(f) and 62-701.730(15), F.A.C.

If the landfill was closed before closure permits were required, then waste relocation activities may still be allowed and the Department will not require a closure permit or long-term care requirements provided the following occur.

- (a) A Relocation Plan must be submitted for review and approval to the Department's District office in the District where the disposal site is located (see contacts and addresses in APPENDIX A). It should include the following:
- a site map showing which waste will be removed and where they will be reburied;
 - an estimate of the total volume of wastes to be relocated and the time needed to complete the project;
 - a description of how the wastes will be excavated and relocated; and
 - a description of how odors will be minimized and how surface water and leachate resulting from the relocation activities will be controlled.
- (b) The waste must only be relocated within the original landfill or disposal site footprint⁵, and must be covered with two feet of soil, compacted and revegetated.
- (c) No off-site waste can be transported to the site and disposed of in the relocation areas.
- (d) Should any hazardous wastes be encountered, they will be managed as a hazardous waste according to Chapter 62-730, F.A.C.
- (e) The only wastes to be relocated are those which are necessary to implement the construction project.
- (f) If sorting of uncontaminated concrete from the waste is planned, a description of how the sorting will be accomplished shall be provided. Uncontaminated concrete may be used as a raw material or as fill without a permit provided it meets the requirements stated above for facilities having valid closure permits.
- (g) If it is determined that the waste at the site is causing ground water contamination, then some water quality

⁵ Relocation of wastes outside the original footprint is considered new disposal and may require a permit.

monitoring, and possibly corrective actions, will be required as described in Section 4.6.

4.2 Waste Left In-place

Waste left in-place and not disturbed, is generally subject only to the requirements that applied at the time the site was operated. If there are questions about these requirements, the summaries in APPENDICES B and C may provide some guidance.

Normally, no further action is required by the Department in the areas containing undisturbed waste. However, if the waste is not stabilized⁶ and the final cover is inadequate, the Department may require the soil cover be maintained. Also, if it is determined that the waste is causing ground water contamination, then some water quality monitoring, and possibly corrective action, will be required according to Section 4.6.

4.3 Waste Removal and Off-site Disposal

Removing the waste may be the best option to achieve unrestricted use of former disposal areas. This option may not be practical if a large area of land was used for disposal or if much of the waste was disposed of in the ground water and cannot be easily removed. In those cases, a partial removal may be appropriate. The Department must be notified prior to beginning these activities. However, a permit will not generally be required for these activities provided the work is conducted under a Department approved Excavation and Disposal Plan (see Section 4.3.1).

Uncontaminated concrete which is excavated from the disposal site and removed from the wastes may be used as a raw material or as fill material without a permit⁷, i.e. used as clean debris. But it must meet the definition of clean debris contained in Rule 62-701.200(15), F.A.C. before it can be used as fill or raw material.

⁶ Rule 62-701.200(120), F.A.C. defines stabilized to mean the "biological and chemical decomposition of the wastes has ceased or diminished to a level so that such decomposition no longer poses a pollution, health, or safety hazard."

⁷ For the Department's requirements on this use, see Rules 62-701.220(2)(f) and 62-701.730(15), F.A.C.

4.3.1 Excavation and Disposal Plan

Before beginning waste removal, an Excavation and Disposal Plan (EDP) should be submitted for review and approval to the Department's District office in the District where the disposal site is located. An EDP should include at least the following items.

- (a) Extent of Waste - The extent of the disposal area where the waste will be removed must be fully delineated as follows:
- The extent of the in-place waste disposal area must be fully delineated in both the vertical and horizontal directions. Normally this delineation can be conducted using soil borings or test pits. Other geophysical methods may also be used.
 - A site plan showing the location of the disposal area, and locations of the test pits or soil borings must be provided.
 - A description of the materials found in the test pits or borings and the depths where these materials were encountered must also be provided.
 - If ground water was encountered in the pits or borings, the depth to water should be described.
- (b) Gas Concerns - To ensure there are no potential adverse effects from waste gas, a combustible gas⁸ survey of ambient air conditions shall be conducted at the site before the wastes are removed and again within ninety days after removal. Combustible gases in confined spaces shall not exceed twenty-five percent of their lower explosive limit. Ambient air monitoring shall also be conducted periodically during excavation to ensure conditions for combustible gases are not being created. In addition, before wastes are removed, soil monitoring probes shall be installed where the wastes are located and sampled for combustible gases. Sampling shall be conducted in the headspace of the monitoring probe without purging the gas before collecting the sample.
- (c) Waste Removal - The EDP should describe the waste removal activities planned including a description of:
- the procedures for staging wastes prior to removal and an estimate of the length of time wastes will be staged;

⁸ Combustible gases shall be calibrated to methane.

- an estimate of the total volume of wastes to be removed and the time needed to complete the project;
- the methods(s) that will be used to characterize the various types of waste encountered according to the recommendations of Section 4.3.2;
- the procedures for handling any hazardous waste or hazardous materials should they be encountered;
- the procedures for handling any land clearing debris should it be generated and designated for off-site disposal or recycling;
- the intended permitted disposal facility(s) for wastes removed;
- how odors and dust will be minimized and the procedures for controlling leachate from disturbed or staged waste areas prior to removal of the wastes from the site;
- if sorting of uncontaminated concrete from the waste is planned, a description of how the sorting will be accomplished shall be provided; and
- the procedures that will be used to ensure the water quality monitoring, and possibly corrective action, requirements of Section 4.6 will be followed.

4.3.2 Waste Characterizations

Before excavated waste can be disposed of off-site, it will need to be characterized to determine which method of disposal is appropriate. The waste can usually be placed into one of four categories: (1) a hazardous waste; (2) a waste suitable for disposal in a permitted Class I or II landfill; (3) a waste suitable for disposal in a permitted Class III landfill; and (4) C&D debris waste (if it meets the definition of C&D debris waste as described below). In addition, some sites may involve a significant amount of land clearing operations prior to excavation of the waste. The vegetative waste generated from these land clearing operations may be suitable for disposal in a permitted Class III landfill, C&D debris facility or a land clearing debris disposal facility.

If the excavated waste is a hazardous waste, it will need to be managed in accordance with the requirements of Chapter 62-730, F.A.C. The generator is responsible for determining if the excavated material is a hazardous waste. The Department's Hazardous Waste Regulation Section can be contacted if there are any questions about the hazardous waste determination for this material.

If the excavated material is not a hazardous waste and if it is not considered a liquid waste according to Rule 62-701.200(72), F.A.C., then it may be disposed of in a permitted Class I or II landfill⁹. The landfill owner/operator, however, is not required to accept this material for disposal. The generator of the waste should contact the landfill owner/operator before transporting the material to ensure it can be received at the landfill for disposal.

Some wastes may qualify for disposal in a permitted Class III landfill, provided they are not putrescible household wastes, or other Class I wastes, and meet the definition of Rule 62-701.200(14), F.A.C. which reads as follows:

"Class III waste" means yard trash, construction and demolition debris, processed tires, asbestos, carpet, cardboard, paper, glass, plastic, furniture other than appliances, or other materials approved by the Department that are not expected to produce leachate which poses a threat to public health or the environment.

Some of the wastes removed from old disposal sites may meet the definitions of the specific items listed in the rule and may be suitable for disposal in a Class III landfill if they are not contaminated with other wastes. However, the definition of Class III wastes also allows the Department to approve "other materials" for disposal in Class III landfills if it is satisfied that they are "not expected to produce leachate which poses a threat to public health or the environment." Many of the wastes from these old disposal sites may also qualify for this "other materials" category at a Class III landfill. But the burden will be on the generator to show entitlement to this determination by the Department. These determinations will be made on a case-by-case basis.

Some waste may be considered C&D debris and qualify for disposal in a C&D debris facility or a Class III landfill, but this determination will probably be difficult. There are essentially three tests that must be satisfied. The first two deal with the definition of C&D debris contained in Section 403.707(17), F.S., and the third deals with the problem of mixing. First, the material must be "not water-soluble and

⁹ While not typically expected to be an option, the wastes could also be disposed of at a Waste-to-Energy (WTE) facility if the WTE facility is authorized by its permit to process it and the material is not a hazardous waste.

nonhazardous in nature" including a list of included materials¹⁰. In other words, it must be of a certain "type." Second, the material must be "from the construction or destruction of a structure as part of a construction or demolition project," meaning that it must also be from a certain "source." Third, the law says that mixing of C&D debris with other types of waste will cause it to be classified as other than C&D debris.

Thus, for wastes from an old disposal site to be classified as C&D debris, the generator will have the burden to demonstrate that the waste met the "type" and "source" requirements and also show that it had never been mixed with other types of solid waste. If these three criteria cannot be satisfied, then the waste may not be disposed of at a C&D debris facility. However, it may still be allowed for disposal at a Class III landfill if the Department approves it as an "other material" according to Rule 62-701.200(14), F.A.C.

Vegetative wastes which meet the definition of "yard trash" contained in Rule 62-701.200(143), F.A.C., may not be disposed of in a lined landfill (see Rule 62-701.300(8)(c), F.A.C.). However, they may be disposed of in a permitted Class III landfill¹¹. They may also be disposed of in a permitted C&D debris disposal facility or a permitted land clearing debris disposal facility if they also meet the definition of "land clearing debris" contained in Rule 62-701.200(62), F.A.C. The definition of yard trash reads as follows:

"Yard trash" means vegetative matter resulting from landscaping maintenance or land clearing operations and includes materials such as tree and shrub trimmings, grass clippings, palm fronds, trees and tree stumps.

¹⁰ These included materials are generally items such as: (1) steel, glass, brick, concrete, asphalt material, pipe, gypsum wallboard and lumber; (2) rocks, soils, tree remains, trees, and other vegetative matter which normally results from land clearing or land development operations for a construction project; and (3) clean cardboard, paper, plastic, wood, and metal scraps from a construction project.

¹¹ The Department considers the prohibition for disposing of yard trash in a lined landfill to apply to Class I landfills. While some Class III landfills may have liners, they generally do not meet the definition of "lined landfill" contained in Rule 62-701.200(69), F.A.C. and thus are not subject to the prohibition.

The definition of land clearing debris reads as follows:

"Land clearing debris" means rocks, soils, tree remains, trees, and other vegetative matter which normally results from land clearing or land development operations for a construction project. Land clearing debris does not include vegetative matter from lawn maintenance, commercial or residential landscape maintenance, right-of-way or easement maintenance, farming operations, nursery operations, or any other sources not related directly to a construction project.

4.4 Recycling Wastes or Vegetative Matter

In some cases, the owner of a site may wish to recycle some of the excavated waste or the vegetative matter generated during land clearing operations. This recycling might be on-site or the wastes may be sorted from non-recyclable wastes and transported off-site for recycling. If the only waste to be sorted and recycled is uncontaminated concrete, then, as has been stated earlier, this waste may be used as a raw material or as fill material without a permit¹², i.e. used as clean debris. But it must meet the definition of clean debris contained in Rule 62-701.200(15), F.A.C. before it can be used as fill or raw material. If other wastes are planned for sorting or recycling, then the requirements become more complicated.

If the waste is excavated and transported off-site for recycling, then it may be suitable for processing at a Waste Processing Facility¹³ (WPF). Likewise, the vegetative materials generated during the operation and transported off-site may be suitable for recycling at a yard trash mulching facility or a yard trash compost facility.

If the excavated wastes are sorted on-site for the purpose of recycling them either on-site or at a permitted or registered facility located off-site, then the owner of the landfill will be required to obtain written approval by the Department before beginning the sorting operations. The owner must contact the Department's District office in which the landfill is located to determine the exact requirements.

¹² For the Department's requirements on this use, see Rules 62-701.220(2)(f) and 62-701.730(15), F.A.C.

¹³ The requirements for Waste Processing Facilities are contained in Rule 62-701.710, F.A.C.

A WPF that recycles the waste must have a solid waste permit to operate according to the requirements of Rule 62-701.710, F.A.C. No excavated waste should be transported to a WPF unless it is authorized by its permit to receive this material, and the owner or operator of the WPF is willing to process it. The characterization of the waste in Section 4.3.2 of this document should help clarify if the waste can be processed by the WPF.

Yard trash¹⁴ from the site may be recycled at a yard trash mulching facility or a yard trash compost facility. These facilities will normally not need a solid waste permit provided they meet the criteria for a yard trash processing facility in Rule 62-709.320, F.A.C. and register with the Department in accordance with Rule 62-709.320(5), F.A.C.

The excavation, on-site sorting or recycling, transportation and off-site recycling of wastes or vegetative materials may be allowed, with prior written approval by the Department, provided the following occur.

- (a) A Recycling Plan must be submitted for review and approval to the Department's District office in the District where the disposal site is located. It should include the following:
- a site map showing where the waste staging, sorting and screening areas will be located and which areas of the disposal site will be excavated;
 - an estimate of the total volume of wastes to be sorted or recycled and the time needed to complete the project;
 - a description of how the excavation will occur;
 - a description of how the recyclable wastes will be sorted from the excavated wastes including operation of the staging areas;
 - a description of how the screened waste will be managed in accordance with the recommendations of Section 4.5;
 - a description of how odors will be minimized and how surface water and leachate resulting from the excavation, staging, sorting and screening activities will be controlled;

¹⁴ Yard trash is defined in Section 4.3.2 of this document.

- a description of how dust from the recycling operation will be controlled¹⁵;
 - a description of the permitted facilities where the recyclable wastes shall be transported to and processed; and
 - a description of how the excavated areas will be back-filled, covered, compacted and revegetated.
- (b) Should any hazardous wastes be encountered, they must be managed as a hazardous waste according to Chapter 62-730, F.A.C.
- (c) If it is determined that the waste at the site is causing ground water contamination, then some water quality monitoring, and possibly corrective actions, will be required according to Section 4.6.

4.5 Use of Screened Solid Waste

Screened solid waste (SSW) refers to the fines fraction of material that is produced by screening excavated wastes. This would normally occur during the on-site recycling operations. If the wastes that are screened meet the criteria for being C&D debris wastes in Section 4.3.2, then the fines fraction generated by this screening shall be considered Recovered Screen Material (RSM) and should be managed in accordance with the Department's RSM guidance dated September 28, 1998 (DEP, 1998). Screened material from any other wastes shall be designated as SSW rather than RSM. For the purposes of this document, most of the screened material from recycling wastes at old disposal sites will be treated as SSW rather than RSM¹⁶.

In order to use any SSW, the owner will have to provide reasonable assurances to the Department that the proposed use is protective of human health and that applicable Department standards and criteria will not be violated. The main goals that must be accomplished for owners to use the SSW are summarized as follows:

¹⁵ The owner should also be aware that the Department may regulate this dust as a fugitive particulate emission. The Department's Air Section, in the District where the landfill is located, can be contacted for further details.

¹⁶ The Department assumes that it will be difficult to classify old waste as C&D debris according to the three tests in Section 4.3.2. Therefore, the screened material from these wastes should be treated as SWD rather than RSM.

- (a) The SSW must be managed and used so that it will not cause violations of applicable Department air standards or ground water or surface water standards and criteria.
- (b) The use of the SSW must not pose a significant threat to human health, which, for the purposes of this document, means an incremental risk of no greater than 1×10^{-6} for carcinogens and a hazard index of no greater than one (1.0) for non-carcinogens.
- (c) The use of the SSW must not create a public nuisance.

In some cases, a satisfactory demonstration that the proposed use of the SSW is safe, will be easy to provide. In other cases, some chemical testing may be required and evaluations of the proposed uses may be more difficult. The following discussion attempts to clarify some of these issues for use in back-filling excavated areas and in off-site applications.

4.5.1 Back-filling Excavated Areas

Back-filling on-site excavated areas can be placed into two categories. The first, and easiest to address, occurs when the SSW is placed in the excavated areas of the original waste disposal footprint (above the water table), compacted and then covered with two feet of clean fill¹⁷ and revegetated. In this case, the Department considers the likelihood of direct human exposure with the SSW to be negligible. Also, since the SSW is placed within the boundaries of the original waste disposal footprint, the leachability concerns are probably similar to the waste before it was disturbed. Therefore, no further action will be required if this method of backfilling is used unless it is determined that the residual waste at the site is causing ground water contamination. Then some water quality monitoring, and possibly corrective actions, will be required according to Section 4.6.

The second category of backfilling occurs when SSW is placed on the ground surface or mixed within the top 24 inches of soil at the site (above the water table). In these cases, the owner needs to ensure that all the goals of Section 4.5 are achieved. When showing the risks from these uses will not

¹⁷ For the purposes of this document, "clean fill" means soil which has not become contaminated by human activity or soil which meets the "cleaned soil" criteria of Chapter 62-713, F.A.C. Soil may include other similar materials if approved by the Department.

exceed the human health risk goals of Section 4.5, Item (b), the owner may choose to conduct a separate human health risk assessment (HRA) to determine the potential risks from the proposed uses of SSW. The owner may also elect to use the Department's Reuse Target Levels (RTLs) contained in APPENDIX D as a guide for evaluating the potential risks. To use the Department's RTLs, the following testing will be required.

- (a) Representative discrete and composite samples shall be collected of the SSW as it will be used at the minimum frequency indicated in TABLE 1.
- (b) Total analysis shall be conducted on the composite samples for the eight Resource Conservation and Recovery Act (RCRA) metals¹⁸ using the approved EPA Methods and for semi-volatile organic compounds using EPA Method 8270C, and pesticides using EPA Method 8081A.
- (c) Total analysis shall be conducted on the discrete samples for volatile organic compounds using EPA Method 8260B.
- (d) The leaching potential for detected parameters in the total analyses of the samples can be estimated by comparing the total concentrations of those parameters to the Department's corresponding RTL leachability values contained in APPENDIX D. To further evaluate leaching potential, the samples can also be prepared using the Synthetic Precipitation Leaching Procedure (SPLP), EPA Method 1312. The extracts prepared from this procedure can then be analyzed¹⁹, using the approved EPA methods, for any parameters that may be above the Department's corresponding RTL leachability value²⁰.
- (e) Laboratories conducting the analyses must have a Department approved Comprehensive Quality Assurance Plan (CompQAP) in accordance with the requirements of Chapter 62-160, F.A.C. or be certified by an accrediting authority recognized by the National Environmental Laboratory Accreditation Program (NELAP). Analysis of the SPLP extracts must be conducted

¹⁸ These metals are: arsenic, barium, cadmium, chromium, lead, mercury, selenium and silver.

¹⁹ When analyzing for parameters such as sulfates and TDS, it is likely that de-ionized water will need to be used as the extraction fluid in the SPLP test rather than the extraction fluid specified in the method itself.

²⁰ It should be noted that some chemicals do not have corresponding RTL leachability values. Also secondary ground water standards may be of concern at some sites. For these cases, the SPLP test may be necessary to evaluate leaching potential for these parameters.

using detection limits at or below the Department's ground water standards and criteria.

Based on the results of the above testing, possible uses for SSW can then be considered. SSW may be used as backfill on-site above the water table without further restrictions provided: (1) the total concentrations of detected chemicals are below the Department's corresponding residential RTLs for direct exposure contained in APPENDIX D; and (2) the detected chemicals are not expected to be a leaching concern. However, filling of jurisdictional surface waters or wetlands is not allowed unless a permit specifically authorizing this use of the SSW is issued by the Department. If these conditions cannot be met, then the Department should be contacted about appropriate uses of the SSW.

4.5.2 Off-site Uses

SSW should not be used as fill material in jurisdictional surface waters or wetland unless a permit specifically authorizing this use has been issued by the Department. SSW may be suitable for use as initial and intermediate cover at permitted Class I, II or III landfills provided it meets the criteria of Rules 62-701.200(59) and (61), F.A.C. These uses of SSW may require approval by the Department's District office in the District where the disposal site is located as part of its landfill permit.

Other potential uses of SSW will depend on the chemical nature of the material. Testing similar to that contained in Section 4.5.1, Items (a) through (e) must be conducted to evaluate total and leachable concentrations of chemicals in the SSW. The Department must be consulted before using any SSW off-site of the disposal area.

4.6 Water Quality Evaluations

When wastes are removed or left in-place, water quality monitoring will be needed to ensure there are no adverse affects to ground water from the wastes. The actual requirements for water quality evaluations will vary depending upon the site-specific circumstances.

4.6.1 Wastes Removed

If all the wastes are removed from the site, then limited water quality sampling (usually one to three sampling events)

will be required in the area where the wastes were previously disposed to determine if there are any violations of the Department's water quality standards or criteria. This will require preparing a Preliminary Contamination Assessment Plan (PCAP) and getting it approved by the Department. After conducting the activities in the PCAP, then a Preliminary Contamination Assessment Report (PCAR) must be prepared for review by the Department. If the PCAR demonstrates that no water quality violations are occurring, then no further testing will be required. A description of the tasks required for developing PCAPs and PCARs is included in APPENDIX E.

If the PCAR demonstrates that water quality violations are occurring at the site, then further work will be required. Depending on the level of the contamination and the nature of the site, the Department may allow the owner to continue with a Monitoring Only Plan (MOP) and simply monitor the level of the contamination. As an alternative, the Department may require the owner to prepare a Contamination Assessment Plan (CAP) to evaluate the extent of the contamination. The CAP is followed by a Contamination Assessment Report (CAR) which documents the findings from implementing the CAP. Both the CAP and CAR must be approved by the Department. Based on the results of the CAR, the owner will then be required to implement some form of remedial action. This may be simply to continue monitoring the site for some period of time, or it may require some ground water control and treatment. The actual requirements are determined on a case-by-case basis. A description of the tasks required to prepared CAPs and CARs is included in APPENDIX F.

4.6.2 Wastes Left In-place

If the wastes are left in place or only partially removed, then monitoring of the water quality at the site for some period of time will be required. The Department may allow monitoring wells to be installed according to the PCAP and PCAR requirements described in Section 4.6.1 and then require these wells be sampled for a period of time. As an alternative, the Department may require the installation of a Ground Water Monitoring Plan (GWMP) according to the requirements of Rule 62-522.600, F.A.C. and have the wells installed under this plan monitored for a period of time. In either case, the owner must contact the Department to determine which approach will be required. The duration of the monitoring will depend on the site-specific conditions and the results of the water quality testing. If it is determined by the Department that water

quality violations are not occurring at the site, then no further water quality evaluations will be required.

If sampling results from the PCAP or the GWMP show there are violations of the Department's water quality standards or criteria, then further work will be required. The owner must follow the CAP and CAR procedures described in Section 4.6.1 to evaluate the extent of the contamination. Based on the results of the CAR, the owner will then be required to implement some form of remedial action. This may be simply to continue monitoring the site for some period of time, or it may require some ground water control and treatment. The actual requirements are determined on a case-by-case basis.

5.0 CONSTRUCTION NEAR WASTE-FILLED AREAS

There have been occasions where construction projects were conducted near old disposal sites without actually disturbing the wastes. The Department encourages caution be used when planning and implementing these projects since their proximity to old disposal areas may result in unacceptable risks to human health and the environment. At a minimum, the Department encourages the following recommendations be implemented:

- (a) a combustible gas²¹ survey of ambient air conditions should be conducted at the project site to ensure combustible gases from the disposal area are not exceeding twenty-five percent of their lower explosive limit in structures;
- (b) soil monitoring probes should be installed between the proposed construction and the waste-filled areas to ensure combustible gases from the disposal area are not exceeding their lower explosive limit;
- (c) any structures located near the disposal areas which could be impacted by combustible gas should be designed with good ventilation and with explosion proof electrical wiring;
- (d) access to the disposal site should be restricted; and
- (e) shallow potable water wells and irrigation wells should not be installed downgradient of the disposal areas unless it is confirmed there are no adverse affects to ground water from the wastes in the disposal area.

²¹ Combustible gases shall be calibrated to methane.

6.0 CONSTRUCTION OVER WASTE-FILLED AREAS

The appropriate District office must be consulted before any construction activity is conducted over an old disposal site. The goals of this consultation are to ensure that the integrity of the environmental protection measures of the disposal area are not adversely impacted and to protect the health and safety of individuals who may be using the disposal area.

6.1 Cautions For Construction

When considering construction projects over old disposal sites, the Department recommends the following guidelines be used.

- (a) The Department strongly discourages the construction of residential structures over old waste-filled areas. Waste gas seeping into the structures and structural settlement problems are well documented difficulties with this use of old disposal sites.
- (b) Any construction projects should consider potential impacts from combustible gas. Combustible gases must not exceed twenty-five percent of their lower explosive limit in structures. Any structures located on the disposal areas must be designed with good ventilation and with explosion proof electrical wiring. Enclosed ground level and underground structures should be avoided unless designed with adequate protection against gas explosions.
- (c) If the construction project may cause combustible gas to migrate off-site, then gas monitoring on a quarterly basis will be required in soil monitoring probes according to Rule 62-701.530, F.A.C.
- (d) If any waste is disturbed because of the construction project, then the guidelines in Section 4.0 should be followed, as appropriate.
- (e) When planning the construction, concentrated weight loading should be avoided, if possible, to prevent uneven settlement of the underlying wastes. Also, disturbance of the landfill cover or barriers should be minimized or avoided when structures are built, particularly if pilings are used.

- (f) Irrigation systems, if installed, must be designed to minimize disturbance to the underlying waste-filled areas and must not withdraw water from areas where ground water may be contaminated.
- (g) Surface water management systems must not be designed over contaminated areas or over waste-filled areas unless they are lined. Also, an Environmental Resource Permit from the Department will be required prior to constructing a surface water system.
- (h) The disposal site must be maintained. For example, areas that have settled must be filled with clean fill to minimize leachate generation due to rainfall and irrigation and to protect individuals who may walk or play on the site.
- (i) The landfill cover must be maintained to prevent human contact with the underlying waste materials.
- (j) Care must be taken during any waste relocation, construction or recreational activities to prevent damage to ground water monitoring and gas monitoring systems.
- (k) Underground utilities and similar installations that are placed within 200 feet of, or across, any side of the filled areas should be avoided. If they cannot be avoided and if combustible gases are being generated, then a properly located gas barrier or ventilation system must be placed at each waste boundary which is crossed by the utility line to prevent the gas mixtures from migration along the utility line to off-site structures.

6.2 Alternate Uses of Disposal Areas

Some creative alternate uses of closed landfills and old disposal areas have been implemented in recent years. One very successful use is the creation of recreational facilities. Facilities such as ball parks, soccer fields, hiking trails, golf courses and golf driving ranges appear to be acceptable and successful land uses for these old sites. The Department prefers these types of uses be selected for an old site rather than the construction of residential housing or educational facilities.

Before beginning one of these projects, the owner must develop construction plans and a detailed description of the

project and present these for review to the Department's District office where the project is located. A list of contacts and addresses for these offices is provided in APPENDIX A.

In most cases, a permit will not be required, except for an Environmental Resource Permit addressing the surface water control system. The construction plans must show the major features of the project including locations of: on-site structures, waste disposal areas, the surface water management system, irrigation systems and planned utility lines. The description of the project must include how the recommendations for waste disturbance in Section 4.0 will be addressed. It must also address the recommendations of Sections 5.0 and 6.1.

REFERENCES

DEP (Florida Department of Environmental Protection), 1998,
Guidelines For The Management Of Recovered Screen Material
From C&D Debris Recycling Facilities in Florida, Department
of Environmental Protection, Solid Waste Section,
Tallahassee, Florida, September 28.

Table 1. Minimum Number of Soil Samples Required

Amount of Soil by Volume, yd ³	Amount of Soil by Weight, tons	Number of Discrete Samples Required for Volatile Organics	Number of Composite Samples Required for non-Volatile Organics
<100	<140	1	1
100 to <500	140 to <700	3	3
500 to <1000	700 to <1400	5	5
For each additional 500 yd ³	For each additional 700 tons	1	1

APPENDIX A

Department Solid Waste Contacts and Addresses

DEPARTMENT OF ENVIRONMENTAL PROTECTION
SOLID WASTE CONTACTS
(Updated March 20, 2002)

Northwest District: Jack McNulty, P.E.
Department of Environmental Protection
160 Governmental Center
Pensacola, Florida 32501
850/595-8360
Jack.McNulty@dep.state.fl.us

Northeast District: Mary Nogas, P.E.
Department of Environmental Protection
7825 Baymeadows Way, Suite B200
Jacksonville, Florida 32256-7590
904/448-4300
Mary.Nogas@dep.state.fl.us

Central District: Jim Bradner, P.E.
Department of Environmental Protection
3319 Maguire Boulevard, Suite 323
Orlando, Florida 32803-3767
407/894-7555
James.Bradner@dep.state.fl.us

Southwest District: Bob Butera, P.E.
Department of Environmental Protection
3804 Coconut Palm Drive
Tampa, Florida 33619
813/744-6100
Robert.Butera@dep.state.fl.us

Southeast District: OJ Carlo, P.E.
Department of Environmental Protection
400 North Congress Avenue
West Palm Beach, Florida 33401
561/681-6600
OJ.Carlo@dep.state.fl.us

South District: Ghaus Minhaj, P.E.
Department of Environmental Protection
2295 Victoria Avenue
Fort Myers, Florida 33901-3881
941/332-6975
Ghausuddin.Minhaj@dep.state.fl.us

Tallahassee: Richard Tedder, P.E.
Department of Environmental Protection
2600 Blair Stone Road, MS# 4565
Tallahassee, Florida 32399-2400
850/488-0300
Richard.Tedder@dep.state.fl.us

APPENDIX B

**Partial Summary of Landfill Permit, Closure
and Long-term Care Requirements**

**PARTIAL SUMMARY OF LANDFILL PERMIT,
 CLOSURE AND LONG-TERM CARE REQUIREMENTS**

(June 30, 2000)

BCC
 2009-000923
 Aug. 06, 2009 Page 121

AGENCY "CHAPTER TITLE"	GENERAL DESCRIPTION OF REQUIREMENTS
Dept. of Health and Rehabilitative Services Chapter 10D-12, "Garbage and Rubbish" October 20, 1964	<u>Permit:</u> <ul style="list-style-type: none"> • None, but an operational work plan approval by the Division of Health was required before receiving waste. <u>Ground Water Monitoring:</u> <ul style="list-style-type: none"> • None. <u>Closure Design:</u> <ul style="list-style-type: none"> • Final cover depth of 24 inches of compacted earth. • 2:1 slopes were allowed. <u>Long-term Care:</u> <ul style="list-style-type: none"> • Maintenance program required to assure prompt repair of cracks, depressions and erosion of the surface and side slopes until the site stabilized.
Dept. of Pollution Control Chapter 17-7, "Resource Recovery and Management Part I: Solid Waste Facilities" October 1, 1974	<u>Landfill Permit:</u> <ul style="list-style-type: none"> • Permit required after January 1, 1975 to operate, maintain, construct, expand or modify a landfill. • No permits required for closure. • Normal farming operations and persons who dispose of solid waste resulting from their own activities on their own property are specifically exempted from permitting provided no public nuisance or conditions adversely affecting public health is caused and provided the activity does not violate other rules, laws or ordinances. <u>Ground Water Monitoring:</u> <ul style="list-style-type: none"> • Not required, but the Department had the option to require it at the time of design approval or if ground water contamination was suspected. <u>Landfill Closure Design:</u> <ul style="list-style-type: none"> • Two feet of earth compacted in 6 inch layers with the top 6 inch layer loosely compacted to promote plant growth. • Side slopes for landfills \geq five feet above grade to be covered with 3.5 feet of compacted earth cover. • Slopes no greater than 3:1 required (2:1 slopes no longer allowed). <u>Dump Closure:</u> <ul style="list-style-type: none"> • Dumps required to be eliminated or converted to "sanitary landfills" by July 1, 1977. • Dumps were closed by controlling access, taking steps to divert surface water around the site, removing wastes from the water table, and seeding or planting grass to minimize erosion. • No final cover requirement mentioned. <u>Long-term Care:</u> <ul style="list-style-type: none"> • None.

**PARTIAL SUMMARY OF LANDFILL PERMIT,
 CLOSURE AND LONG-TERM CARE REQUIREMENTS**

(June 30, 2000)

BCC
 2009-000923
 Aug. 06, 2009 Page 122

AGENCY "CHAPTER TITLE"	GENERAL DESCRIPTION OF REQUIREMENTS
Dept. of Environmental Regulation Chapter 17-7, "Resource Recovery and Management Part I: Solid Waste Facilities" May 25, 1979	<u>Permit:</u> <ul style="list-style-type: none"> • No landfill to be operated, maintained, constructed, expanded, or modified without a valid Department permit. • No permits required for closure. <u>Ground Water Monitoring (by 9 months from eff. date, ~ 2/25/80):</u> <ul style="list-style-type: none"> • Class I landfills required to have a minimum of three monitoring wells. Class II landfills are required to have at least one. • Wells required to be sampled at least every six months for various indicator parameters. <u>Closure Design (for sanitary landfills and open dumps):</u> <ul style="list-style-type: none"> • Two feet of earth compacted in 6 inch layers with the top 6 inch layer loosely compacted to promote plant growth, slopes no greater than 3 to 1. • Site access controlled. • Site seeded or planted with grass or suitable vegetation. <u>Long-term Care:</u> <ul style="list-style-type: none"> • Site to be maintained until stabilized by controlling erosion, maintaining grass cover, prevention of ponding, and prevention of deposited wastes from becoming a hazard or nuisance. • Landfill to be monitored, including collection and treatment of leachates, until the site is stabilized.
Dept. of Environmental Regulation Chapter 17-4 January 1, 1983 (aka: Ground Water Rule)	<u>Ground Water Monitoring:</u> <ul style="list-style-type: none"> • Landfills (domestic or industrial) which are "existing installations" required to submit a ground water monitoring plan by May 1983. • New landfills required to submit a ground water monitoring plan in conjunction with their permit applications.
Dept. of Environmental Regulation Chapter 17-7, "Resource Recovery and Management Part I: Solid Waste Facilities" July 1, 1985	<u>Permit:</u> <ul style="list-style-type: none"> • No landfill to be operated, maintained, constructed, expanded, modified or closed without a valid Department permit. • For the first time, permits were required for closure of Class I, II or III landfills and applied to all landfills receiving waste, portions of landfills not having final cover and all future landfills requiring solid waste permits (but see exceptions in next bullet). • Closure permit requirements did not apply to: (1) a person disposing of their own waste on their own property; (2) any disposal of C&D debris; and (3) a Class I, II or III landfill which had a modification of an operation permit to close or a closure plan approved by the Department by July 1, 1985. <u>Ground Water Monitoring:</u> <ul style="list-style-type: none"> • Monitoring to be in accordance with Rules 17-3.401, 17-4.245 and 17-4.246. <u>Closure Design:</u> <ul style="list-style-type: none"> • Barrier layer must be a geomembrane, soils or chemically/physically amended soils. Minimum final cover thickness must be two feet of soils or one foot of soils plus a geomembrane or soil admixture. <u>Long-term Care:</u> <ul style="list-style-type: none"> • 20 year long-term care period. • Landfill to be monitored and maintained after closure in accordance with approved closure plan. • Language on "use of closed landfill areas" added to rule. Consultation with the Department required before conducting activities at a closed landfill. • Language providing guidance for "construction on closed landfill" areas added to rule.

PARTIAL SUMMARY OF LANDFILL PERMIT, CLOSURE AND LONG-TERM CARE REQUIREMENTS

(June 30, 2000)

BCC
 2009-000923
 Aug. 06, 2009 Page 123

AGENCY "CHAPTER TITLE"	GENERAL DESCRIPTION OF REQUIREMENTS
Dept. of Environmental Regulation Chapter 17-701, "Solid Waste Management Facilities" July 19, 1990	<u>Permit:</u> <ul style="list-style-type: none"> The on-site exemption from permitting by persons disposing of their own waste on their own property is modified. It applies only if: (1) the waste is from their residential property; or (2) is rocks, soils trees, tree remains and other vegetative matter which normally results from land clearing operations; or (3) the environmental effects of the disposal on ground water and surface water are addressed in a permit, site certification or ground water monitoring plan approved by the Department.
Dept. of Environmental Regulation Chapter 17-701, "Solid Waste Management Facilities" January 6, 1993	<u>Ground Water Monitoring:</u> <ul style="list-style-type: none"> Downgradient well spacing no greater than 500 feet. Upgradient well spacing no greater than 1500 feet. Specific leachate and surface water sampling added. Monitoring parameters detailed including addition of EPA Method 601/602 parameters. Added language for consistency with Federal Subtitle D requirements including detection wells and assessment monitoring with corrective action. <u>Closure Design:</u> <ul style="list-style-type: none"> If a soil barrier layer is used, it must be 18 inches thick and covered by another 18 inches of soil. The soil barrier layer must have a minimum hydraulic conductivity of 1×10^{-5} cm/sec for Class III landfills or 1×10^{-7} cm/sec for Class I landfills. If a geomembrane is used, it must be covered by a 24-inch thick soil layer. <u>Long-term Care:</u> <ul style="list-style-type: none"> 30 year long-term care period, per Subtitle D requirements. Landfill to be monitored and maintained after closure in accordance with approved closure plan. Language providing guidance for "construction on closed landfill" areas removed from the rule. Language on "use of closed landfill areas" remained in the rule.
Dept. of Environmental Regulation Chapter 17-701, "Solid Waste Management Facilities" January 2, 1994	<u>Ground Water Monitoring:</u> <ul style="list-style-type: none"> Added requirements for APPENDIX I and II analyses in accordance with Subtitle D requirements. <u>Closure Design:</u> <ul style="list-style-type: none"> Added language for consistency with Federal Subtitle D requirements. This included requiring a geomembrane in the cap if it was also used in the bottom liner system (bathtub effect), and allowed for alternate closure designs if the applicant could show a substantially equivalent rate of storm water infiltration with the alternate design.
Dept. of Environmental Protection Chapter 62-701, "Solid Waste Management Facilities"	Current rule. No additional changes to closure requirements. Earlier, the chapter title was changed because of the DER/DNR merger to form DEP. The current rule also included the "rule reduction" exercise.

APPENDIX C

**Partial Summary of Construction and Demolition (C&D) Debris
Permit, Closure and Long-term Care Requirements**

**PARTIAL SUMMARY OF CONSTRUCTION AND
 DEMOLITION (C&D) DEBRIS FACILITY PERMIT,
 CLOSURE AND LONG-TERM CARE REQUIREMENTS**

(June 30, 2000)

BCC
 2009-000923
 Aug. 06, 2009 Page 125

AGENCY "CHAPTER TITLE"	GENERAL DESCRIPTION OF REQUIREMENTS
Dept. of Environmental Regulation Chapter 17-7, "Resource Recovery and Management Part I: Solid Waste Facilities" May 25, 1979	<u>Permit:</u> <ul style="list-style-type: none"> • First time the definition of C&D Debris appears in the rule. • All C&D disposal sites are specifically exempted from permitting provided no public nuisance or conditions adversely affecting public health is caused and provided the activity does not violate other rules, laws or ordinances. <u>Ground Water Monitoring:</u> <ul style="list-style-type: none"> • None. <u>Closure Design:</u> <ul style="list-style-type: none"> • None. <u>Long-term Care:</u> <ul style="list-style-type: none"> • None.
Dept. of Environmental Regulation Chapter 17-701, "Solid Waste Management Facilities" August 2, 1989	<u>Permit:</u> <ul style="list-style-type: none"> • General permits now required for off-site disposal of C&D debris, but on-site disposal is still exempt from permitting. • New C&D facilities have to comply by the effective date of rule. • Existing C&D facilities have to comply within 90 days of the effective date or ~November 2, 1989. <u>Ground Water Monitoring:</u> <ul style="list-style-type: none"> • None. <u>Closure Design (both on-site and off-site disposal areas):</u> <ul style="list-style-type: none"> • Final cover with a 24-inch thick soil layer required with upper six inches capable of supporting vegetation and graded to eliminate ponding, promote drainage and minimize erosion. <u>Long-term Care:</u> <ul style="list-style-type: none"> • None.
Dept. of Environmental Protection Chapter 62-701, "Solid Waste Management Facilities" April 23, 1997	<u>Permit:</u> <ul style="list-style-type: none"> • Regular permits now required for construction or operation (but not for closure) of an off-site C&D disposal facility. • General permits still allowed for off-site disposal of land clearing debris. • On-site disposal is still exempt from permitting provided the site is properly closed. <u>Ground Water Monitoring:</u> <ul style="list-style-type: none"> • Limited ground water monitoring required for off-site C&D disposal facilities but not for land clearing debris sites. • C&D disposal facilities required to have ground water monitoring plans in place by July 1, 1998. <u>Long-term Care:</u> <ul style="list-style-type: none"> • C&D disposal facilities to be maintained and monitored (ground water) for five years from the date of closing.

APPENDIX D

Reuse Target Levels

APPENDIX D – REUSE TARGET LEVELS

Contaminant Name	CAS#	Direct Exposure		Leachability Based on Groundwater Criteria (mg/kg)	Leachability Based on Freshwater Surface Water Criteria (mg/kg)	Leachability Based on Marine Surface Water Criteria (mg/kg)	Leachability Based on Groundwater Yield/Poor Quality (mg/kg)	Target Organ/System or Effect
		(mg/kg)	(mg/kg)					
Acenaphthene	83-32-9	1900	18000	2.1	0.7	0.7	21	-Liver
Acenaphthylene	208-96-8	1100	11000	27	0.7	0.7	270	-Body Weight -Liver
Acephate	30560-19-1	64	130	0.03	0.8	0.8	0.3	-Carcinogen -Neurological
Acetone	67-64-1	780	5500	2.8	6.8	6.8	28	-Kidney -Liver -Neurological
Acetonitrile	75-05-8	120	960	2	80	80	20	-Blood -Liver
Acetophenone	98-86-2	2700	24000	3.9	44	44	39	-None Specified
Acrolein	107-02-8	0.04	0.3	0.06	0.002	0.002	0.6	-Nasal
Acrylamide	79-06-1	0.1	0.3	0.004	0.02	0.02	0.04	-Carcinogen -Neurological
Acrylonitrile	107-13-1	0.3	0.5	0.004	0.2	0.2	0.04	-Carcinogen -Nasal -Reproductive
Alachlor	15972-60-8	12	36	0.02	0.006	0.006	0.2	-Blood -Carcinogen
Aldicarb [or Temik]	116-06-3	56	760	0.03	0.004	0.004	0.3	-Neurological
Aldrin	309-00-2	0.07	0.3	0.5	0.01	0.01	5	-Carcinogen -Liver
Allyl alcohol	107-18-6	62	460	1	0.02	0.02	10	-Kidney -Liver
Aluminum	7429-90-5	72000	*	***	***	***	***	-Body Weight
Aluminum phosphide	20869-73-8	31	730	***	***	***	***	-Body Weight
Ametryn	834-12-8	590	9300	0.8	0.08	0.08	8	-Liver
Ammonia	7664-41-7	550	3700	570	4	NA	5700	-Respiratory
Aniline	62-53-3	14	100	0.03	0.02	0.02	0.3	-Blood -Carcinogen
Anthracene	120-12-7	18000	260000	2500	0.7	0.7	25000	-None Specified
Antimony	7440-36-0	26	240	5	***	***	50	-Blood -Mortality
Arsenic	7440-38-2	0.8	3.7	29	***	***	290	-Carcinogen -Cardiovascular -Skin
Atrazine	1912-24-9	4	12	0.06	0.04	0.04	0.6	-Body Weight -Carcinogen
Azobenzene	103-33-3	8.2	24	0.4	0.06	0.06	4	-Carcinogen
Barium	7440-39-3	110**	87000	1600	***	***	16000	-Cardiovascular
Bayleton	43121-43-3	2000	29000	4.8	1.1	1.1	48	-Blood -Body Weight
Benomyl	17804-35-2	3600	64000	3.1	0.03	0.03	31	-Developmental
Bentazon	25057-89-0	1500	18000	1.2	NA	NA	12	-Blood
Benzaldehyde	100-52-7	2200	18000	4.8	0.4	0.4	48	-Gastrointestinal -Kidney
Benzene	71-43-2	1.1	1.6	0.007	0.5	0.5	0.07	-Carcinogen
Benzenethiol	108-98-5	0.1	1	0.3	NA	NA	3	-Liver
Benzo(a)anthracene	56-55-3	1.4	5	3.2	0.7	0.7	32	-Carcinogen
Benzo(a)pyrene	50-32-8	0.1	0.5	8	1.2	1.2	80	-Carcinogen
Benzo(b)fluoranthene	205-99-2	1.4	4.8	10	1.6	1.6	100	-Carcinogen
Benzo(g,h,i)perylene	191-24-2	2300	41000	32000	4.8	4.8	320000	-Neurological
Benzo(k)fluoranthene	207-08-9	15	52	25	1.6	1.6	250	-Carcinogen
Benzoic acid	65-85-0	150000	*	110	36	36	1100	-None Specified
Benzotrithloride	98-08-7	0.04	0.07	0.003	0.0002	0.0002	0.03	-Carcinogen
Benzyl alcohol	100-51-6	23000	610000	9.5	2.3	2.3	95	-Gastrointestinal
Benzyl chloride	100-44-7	0.8	1.2	0.006	0.03	0.03	0.06	-Carcinogen

APPENDIX D – REUSE TARGET LEVELS

Contaminant Name	CAS#	Direct Exposure		Leachability Based on Groundwater Criteria (mg/kg)	Leachability Based on Freshwater Surface Water Criteria (mg/kg)	Leachability Based on Marine Surface Water Criteria (mg/kg)	Leachability Based on Groundwater Yield/Poor Quality (mg/kg)	Target Organ/System or Effect
		Residential (mg/kg)	Industrial (mg/kg)					
Beryllium	7440-41-7	120	800	63	***	***	630	-Carcinogen -Gastrointestinal -Respiratory
Bidrin [or Dicrotophos]	141-66-2	5.5	67	0.005	0.1	0.1	0.05	-Developmental -Kidney
Biphenyl, 1,1'-[or Diphenyl]	92-52-4	2300	26000	0.2	5.8	5.8	2	-Carcinogen
Bis(2-chloroethyl)ether	111-44-4	0.3	0.4	0.02	0.05	0.05	0.2	-Blood -Carcinogen
Bis(2-chloroisopropyl)ether	108-60-1	4.4	7.3	0.07	0.003	0.003	0.7	-Carcinogen -Liver
Bis(2-ethylhexyl)phthalate [or DEHP]	117-81-7	76	280	3600	12	12	36000	-Body Weight
Bisphenol A	80-05-7	3300	51000	11	1.7	1.7	110	-Reproductive -Respiratory
Boron	7440-42-8	7000	160000	***	NA	NA	***	-Body Weight
Bromacil	314-40-9	5700	72000	0.6	0.6	0.6	6	-None Specified
Bromochloromethane	74-97-5	57	390	0.6	NA	NA	6	-Carcinogen -Kidney
Bromodichloromethane	75-27-4	1.4	2	0.004	0.1	0.1	0.04	-Carcinogen -Liver
Bromoform	75-25-2	48	84	0.03	2.7	2.7	0.3	-Gastrointestinal
Bromomethane [or Methyl bromide]	74-83-9	2.2	15	0.05	0.2	0.2	0.5	-Neurological
Butanol, 1-	71-36-3	1300	10000	3	110	110	30	-Developmental
Butanone, 2-[or MEK]	78-93-3	3100	21000	17	490	490	170	-Liver
Butyl benzy phthalate, n-	85-68-7	15000	320000	310	56	56	3100	-Liver
Butylate	2008-41-5	2100	22000	5.2	0.2	0.2	52	-None Specified
Butylphthalyl butylglycolate	85-70-1	74000	*	4200	NA	NA	42000	-Carcinogen -Kidney
Cadmium	7440-43-9	75**	1300	8	***	***	80	-Body Weight -Neurological -Thyroid
Calcium cyanide	592-01-8	3100	73000	***	NA	NA	***	-Body Weight -Carcinogen
Captan	133-06-2	190	410	3.6	0.03	0.03	36	-Kidney -Liver
Carbaryl [or Sevin]	63-25-2	6800	120000	8.7	0.0007	0.0007	87	-Carcinogen
Carbazole	86-74-8	53	190	0.6	6.5	6.5	6	-Neurological -Reproductive
Carbofuran	1563-66-2	58	430	0.2	0.0006	0.0006	2	-Developmental -Neurological
Carbon disulfide	75-15-0	200	1400	5.6	0.8	0.8	56	-Carcinogen -Liver
Carbon tetrachloride	56-23-5	0.4	0.6	0.04	0.06	0.06	0.4	-Neurological
Carbophenothion [or Trithion]	786-19-6	9.8	180	13	1.5	1.5	130	-Carcinogen -Liver
Chlordane	57-74-9	3.1	12	9.6	0.003	0.003	96	-Body Weight
Chlorine	7782-50-5	7800	200000	***	***	***	***	-Body Weight -Neurological -Thyroid
Chlorine cyanide [or Cyanogen chloride]	506-77-4	910	7200	71	0.3	0.3	710	-Body Weight -Hair Loss -Nasal
Chloro-1,3-butadiene [or Chloroprene]	126-99-8	2.6	17	1.5	NA	NA	15	-Cardiovascular
Chloroacetic acid	79-11-8	87	920	0.07	NA	NA	0.7	-Spleen
Chloroaniline, 4-	106-47-8	190	2000	0.2	0.02	0.02	2	-Liver
Chlorobenzene	108-90-7	30	200	1.3	0.2	0.2	13	-Body Weight -Carcinogen
Chlorobenzilate	510-15-6	3.9	14	0.08	0.07	0.07	0.8	-Carcinogen -Liver
Chloroform	67-66-3	0.4	0.5	0.03	2.8	2.8	0.3	-Body Weight
Chloro-m-cresol, p- [or 4-chloro-3-methylphenol]	59-50-7	410	4400	0.4	0.6	0.6	4	-Carcinogen
Chloromethane	74-87-3	1.7	2.3	0.01	2.3	2.3	0.1	

APPENDIX D – REUSE TARGET LEVELS

Contaminant Name	CAS#	Direct Exposure		Leachability Based on Groundwater Criteria (mg/kg)	Leachability Based on Freshwater Surface Water Criteria (mg/kg)	Leachability Based on Marine Surface Water Criteria (mg/kg)	Leachability Based on Groundwater Yield/Poor Quality (mg/kg)	Target Organ/System or Effect
		(mg/kg)	(mg/kg)					
Chloronaphthalene, beta-	91-58-7	4000	49000	260	NA	NA	2600	-Liver -Respiratory
Chloronitrobenzene, p-	100-00-5	28	55	3.7	1.6	1.6	37	-Carcinogen
Chlorophenol, 2-	95-57-8	82	640	0.7	2.5	2.5	7	-Reproductive
Chlorophenol, 3-	108-43-0	280	3400	0.2	3.1	3.1	2	-None Specified
Chlorophenol, 4-	106-48-9	220	2400	0.04	1.2	1.2	0.4	-None Specified
Chlorothalonil [or Bravo]	1897-45-6	88	280	0.2	0.06	0.06	2	-Carcinogen -Kidney
Chlorotoluene, o-	95-49-8	120	850	2.8	7.7	7.7	28	-Body Weight
Chlorotoluene, p-	106-43-4	100	730	2.5	NA	NA	25	-None Specified
Chloroprotham	101-21-3	13000	200000	51	7	7	510	-Bone Marrow -Kidney -Liver -Spleen
Chlorpyrifos	2921-88-2	220	4200	15	0.001	0.001	150	-Neurological
Chromium (hexavalent)	18540-29-9	210	420	38	***	***	380	-Carcinogen -Respiratory
Chrysene	218-01-9	140	450	77	0.7	0.7	770	-Carcinogen
Cobalt	7440-48-4	4700	110000	***	NA	NA	***	-Cardiovascular -Immunological -Neurological -Reproductive
Copper	7440-50-8	110**	76000	***	***	***	***	-Gastrointestinal
Coumaphos	56-72-4	18	300	0.3	0.0007	0.0007	3	-Neurological
Crotonaldehyde	123-73-9	0.07	0.1	17	NA	NA	170	-Carcinogen
Cumene [or Isopropyl benzene]	98-82-8	160	1100	0.2	56	56	2	-Adrenals -Kidney
Cyanide (potassium salt)	57-12-5	30**	39000	40	***	***	400	-Body Weight -Neurological -Thyroid
Cyanogen	460-19-5	340	2500	2000	NA	NA	20000	-None Specified
Cycloate	1134-23-2	240	2600	0.7	2.5	2.5	7	-Neurological
Cyclohexanone	108-94-1	68000	510000	150	110	110	1500	-Body Weight
Cypermethrin	52315-07-8	750	14000	70	0.005	0.005	700	-Gastrointestinal
DDD, 4,4'-	72-54-8	4.6	18	4	0.1	0.1	40	-Carcinogen
DDE, 4,4'-	72-55-9	3.3	13	18	0.1	0.1	180	-Carcinogen
DDT, 4,4'-	50-29-3	3.3	13	11	0.06	0.06	110	-Carcinogen -Liver
Diallate	2303-16-4	17	56	0.6	NA	NA	6	-Carcinogen
Diazinon	333-41-5	55	760	0.02	0.00005	0.00005	0.2	-Neurological
Dibenz(a,h)anthracene	53-70-3	0.1	0.5	30	4.7	4.7	300	-Carcinogen
Dibenzofuran	132-64-9	280	5000	15	36	36	150	-None Specified
Dibromo-3-chloropropane, 1,2- [or DBCP]	96-12-8	0.8	2.7	0.001	NA	NA	0.01	-Carcinogen -Reproductive
Dibromochloromethane	124-48-1	1.4	2.1	0.003	0.2	0.2	0.03	-Carcinogen -Liver
Dibromoethane, 1,2- [or EDB]	106-93-4	0.01	0.04	0.0001	0.07	0.07	0.001	-Carcinogen -Reproductive
Dicamba	1918-00-9	1800	24000	2.6	2.4	2.4	26	-Developmental
Dichloroacetic acid	79-43-6	200	2300	0.2	8.1	8.1	2	-None Specified
Dichloroacetonitrile	3018-12-0	170	1400	0.03	NA	NA	0.3	-None Specified
Dichlorobenzene, 1,2-	95-50-1	650	4600	17	2.8	2.8	170	-Body Weight
Dichlorobenzene, 1,3-	541-73-1	27	180	0.3	2.8	2.8	3	-None Specified
Dichlorobenzene, 1,4-	106-46-7	6	9	2.2	2.9	2.9	22	-Carcinogen -Liver

APPENDIX D – REUSE TARGET LEVELS

Contaminant Name	CAS#	Direct Exposure Residential	Direct Exposure Industrial	Leachability Based on Groundwater Criteria	Leachability Based on Freshwater Surface Water Criteria	Leachability Based on Marine Surface Water Criteria	Leachability Based on Groundwater Yield/Poor Quality	Target Organ/System or Effect
		(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	
Dichlorobenzidine, 3,3'-	91-94-1	2.1	6.3	0.4	0.002	0.002	4	-Carcinogen
Dichlorodifluoromethane	75-71-8	56	370	44	NA	NA	440	-Body Weight -Liver
Dichloroethane, 1,1-	75-34-3	290	2000	0.4	NA	NA	4	-Kidney
Dichloroethane, 1,2- [or EDC]	107-06-2	0.5	0.7	0.01	0.02	0.02	0.1	-Carcinogen
Dichloroethene, 1,1-	75-35-4	0.09	0.1	0.06	0.03	0.03	0.6	-Carcinogen -Liver
Dichloroethene, cis-1,2-	156-59-2	19	130	0.4	NA	NA	4	-Blood
Dichloroethene, trans-1,2-	156-60-5	31	210	0.7	75	75	7	-Blood -Liver
Dichlorophenol, 2,3-	576-24-9	180	2500	0.2	1.2	1.2	2	-None Specified
Dichlorophenol, 2,4-	120-83-2	130	1300	0.005	0.1	0.1	0.05	-Immunological
Dichlorophenol, 2,5-	583-78-8	200	3000	0.5	4.3	4.3	5	-None Specified
Dichlorophenol, 2,6-	87-65-0	170	2200	0.1	2.5	2.5	1	-None Specified
Dichlorophenol, 3,4-	95-77-2	200	3100	0.03	3.9	3.9	0.3	-None Specified
Dichlorophenoxy acetic acid, 2,4-	94-75-7	670	11000	0.7	0.9	0.9	7	-Kidney -Liver
Dichloropropane, 1,2-	78-87-5	0.6	0.8	0.03	15	15	0.3	-Carcinogen -Kidney -Nasal
Dichloropropene, 1,3-	542-75-6	0.2	0.2	0.001	0.09	0.09	0.01	-Carcinogen -Kidney -Nasal
Dichloroprop	120-36-5	270	3300	0.3	0.3	0.3	3	-None Specified
Dichlorvos	62-73-7	0.2	0.3	0.0005	0.0002	0.0002	0.0005	-Carcinogen -Neurological
Dicofol [or Kelthane]	115-32-2	2.3	7.6	0.05	0.0004	0.0004	0.5	-Adrenals -Carcinogen
Dieldrin	60-57-1	0.07	0.3	0.004	0.0001	0.0001	0.04	-Carcinogen -Liver
Diethylphthalate	84-66-2	54000	920000	86	5.9	5.9	860	-Body Weight
Dimethoate	60-51-5	8.4	86	0.0004	0.0004	0.0004	0.004	-Neurological
Dimethrin	70-38-2	19000	270000	2500	1.3	1.3	25000	-Liver
Dimethylformamide, N,N-	68-12-2	1100	7800	3	210	210	30	-Gastrointestinal -Liver
Dimethylphthalate	105-67-9	910	9800	1.7	3.2	3.2	17	-Blood -Neurological
Dinitrobenzene, 1,2-(o)	131-11-3	590000	140000	380	7.8	7.8	3800	-Kidney
Dinitrobenzene, 1,3-(m)	84-74-2	7300	130	47	1.5	1.5	470	-Mortality
Dinitrophenol, 2,4-	528-29-0	13	130	1	0.2	0.2	10	-Spleen
Dinitrotoluene, 2,4-	99-65-0	3.5	33	0.04	0.4	0.4	0.4	-Spleen
Dinitrotoluene, 2,6-	51-28-5	66	620	0.06	0.01	0.01	0.6	-Eye
Di-n-octylphthalate	121-14-2	1.3	3.7	0.0008	0.07	0.07	0.008	-Carcinogen -Liver -Neurological
Dioxane, 1,4-	606-20-2	1	2.1	0.0007	0.03	0.03	0.007	-Blood -Carcinogen -Kidney -Mortality -Neurological
Dioxin [or 2,3,7,8-TCDD]	117-84-0	1500	27000	480000	NA	NA	4800000	-Kidney -Liver
Diphenamid	88-85-7	55	740	0.03	0.03	0.03	0.3	-Developmental
Diphenylhydrazine, 1,2-	123-91-1	12	18	0.02	1	1	0.2	-Carcinogen
Disulfoton	1746-01-6	0.000007	0.00003	0.003	0.000001	0.000001	0.03	-Carcinogen
Diuron	957-51-7	1800	25000	2.6	20	20	26	-Liver
Endosulfan	122-66-7	1.2	3.7	0.4	0.01	0.01	4	-Carcinogen
	298-04-4	2.9	56	0.1	0.1	0.1	1	-Neurological
	330-54-1	130	2000	0.3	0.2	0.2	3	-Blood
	115-29-7	410	6700	3.8	0.005	0.0008	38	-Body Weight -Cardiovascular -Kidney

APPENDIX D - REUSE TARGET LEVELS

Contaminant Name	CAS#	Direct Exposure		Direct Exposure Industrial (mg/kg)	Leachability Based on Groundwater Criteria (mg/kg)	Leachability Based on Freshwater Surface Water Criteria (mg/kg)	Leachability Based on Marine Surface Water Criteria (mg/kg)	Leachability Based on Groundwater Yield/Poor Quality (mg/kg)	Target Organ/System or Effect
		(mg/kg)	(mg/kg)						
Endothall	145-73-3	780	7800	0.4	0.4	0.4	0.4	4	-Gastrointestinal
Erdrin	72-20-8	21	340	1	0.001	0.001	0.001	10	-Liver
Epichlorohydrin	106-89-8	11	74	0.03	2.4	2.4	2.4	0.3	-Carcinogen -Kidney -Nasal
Ethion	563-12-2	38	780	1.7	0.003	0.003	0.003	17	-Neurological
Ethoprop	13194-48-4	5.5	69	0.005	0.002	0.002	0.002	0.05	-Neurological
Ethoxyethanol, 2-	110-80-5	8100	65000	120	NA	NA	NA	1200	-Body Weight -Reproductive
Ethyl acetate	141-78-6	5500	39000	26	26	26	26	260	-Body Weight -Mortality
Ethyl acrylate	140-88-5	1.6	2.2	25	0.6	0.6	0.6	250	-Carcinogen
Ethyl chloride [or Chloroethane]	75-00-3	2.9	4	0.06	NA	NA	NA	0.6	-Carcinogen -Developmental
Ethyl dipropylthiocarbamate, S- [or EPTC]	759-94-4	1100	13000	11	15	15	15	110	-Cardiovascular
Ethyl ether	60-29-7	150	1000	5	850	850	850	50	-Body Weight
Ethyl methacrylate	97-63-2	380	2600	3.5	NA	NA	NA	35	-Kidney
Ethyl p-nitrophenyl phenylphosphorothioate [or EPN]	2104-64-5	0.7	15	0.04	0.003	0.003	0.003	0.4	-Neurological
Ethylbenzene	100-41-4	1100	8400	0.6	12	12	12	6	-Developmental -Kidney -Liver
Ethylene diamine	107-15-3	610	5500	40	3.2	3.2	3.2	400	-Blood -Cardiovascular
Ethylene glycol	107-21-1	24000	180000	56	65	65	65	560	-Kidney
Ethylene oxide	75-21-8	0.3	0.4	0.05	20	20	20	0.5	-Carcinogen
Fenamiphos	22224-92-6	15	210	0.02	0.003	0.003	0.003	0.2	-Neurological
Fensulfothion	115-90-2	14	180	0.01	0.04	0.04	0.04	0.1	-Neurological
Fluometuron	2164-17-2	750	9700	0.9	1.8	1.8	1.8	9	-None Specified
Fluoranthene	206-44-0	2900	48000	1200	1.3	1.3	1.3	12000	-Blood -Kidney -Liver
Fluorene	86-73-7	2200	28000	160	17	17	17	1600	-Blood
Fluoride	7782-41-4	500**	120000	***	***	***	***	***	-Teeth
Fonofos	944-22-9	120	1800	0.4	0.003	0.003	0.003	4	-Liver -Neurological
Formaldehyde	50-00-0	21	29	2.4	0.4	0.4	0.4	24	-Body Weight -Carcinogen -Gastrointestinal
Furfural	98-01-1	160	2000	1	2.7	2.7	2.7	10	-Liver -Nasal
Guthion [or Azinphos, methyl]	86-50-0	110	2000	0.2	0.0002	0.0002	0.0002	2	-Neurological
Heptachlor	76-44-8	0.2	0.9	23	0.1	0.1	0.1	230	-Carcinogen -Liver
Heptachlor epoxide	1024-57-3	0.1	0.4	0.6	0.06	0.06	0.06	6	-Carcinogen -Kidney
Hexachloro-1,3-butadiene	87-68-3	6.3	12	1.1	110	110	110	11	-Carcinogen -Liver
Hexachlorobenzene	118-74-1	0.5	1.1	2.2	0.0008	0.0008	0.0008	22	-Carcinogen -Liver
Hexachlorocyclohexane, alpha-	319-84-6	0.2	0.5	0.0003	0.0006	0.0006	0.0006	0.003	-Carcinogen
Hexachlorocyclohexane, beta-	319-85-7	0.6	2.1	0.001	0.003	0.003	0.003	0.01	-Carcinogen
Hexachlorocyclohexane, delta-	319-86-8	22	420	0.2	NA	NA	NA	2	-Kidney -Liver
Hexachlorocyclohexane, gamma-[or Lindane]	58-89-9	0.7	2.2	0.009	0.003	0.003	0.003	0.09	-Carcinogen -Kidney -Liver
Hexachlorocyclopentadiene	77-47-4	2.4	16	400	24	24	24	4000	-Gastrointestinal
Hexachloroethane	67-72-1	34	78	0.2	0.08	0.08	0.08	2	-Carcinogen -Kidney

APPENDIX D – REUSE TARGET LEVELS

Contaminant Name	CAS#	Direct Exposure Residential	Direct Exposure Industrial	Leachability Based on Groundwater Criteria	Leachability Based on Freshwater Surface Water Criteria	Leachability Based on Marine Surface Water Criteria	Leachability Based on Groundwater Yield/Poor Quality	Target Organ/System or Effect
		(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	
Hexahydro-1,3,5-trinitro-1,3,5-triazine [or RDX]	121-82-4	6.7	16	0.007	1.3	1.3	0.07	-Carcinogen -Reproductive
Hexane, n-	110-54-3	500	3600	3.5	1200	1200	35	-Neurological
Hexanone, 2- [or Methyl butyl ketone]	591-78-6	5.1	34	1.4	NA	NA	14	-None Specified
Hexazinone	51235-04-2	1600	18000	1.1	5	5	11	-Body Weight
Hydroquinone	123-31-9	1800	19000	1.4	0.02	0.02	14	-Blood
Indeno(1,2,3-cd)pyrene	193-39-5	1.5	5.3	28	4.3	4.3	280	-Carcinogen
Iron	7439-89-6	23000	480000	***	***	***	***	-Blood -Gastrointestinal
Isobutyl alcohol	78-83-1	4100	31000	8.9	200	200	89	-Neurological
Isophorone	78-59-1	340	580	0.2	3.8	3.8	2	-Carcinogen
Lead	7439-92-1	400	920	***	***	***	***	-Neurological
Linuron	330-55-2	130	2000	0.04	1.4	1.4	0.4	-Blood
Lithium	7439-93-32	1600	40000	***	NA	NA	***	-None Specified
Malathion	121-75-5	1300	20000	4.2	0.003	0.003	42	-Neurological
Maneb	12427-38-2	350	5500	6.3	0.5	0.5	63	-Thyroid
Manganese	7439-96-5	1600	22000	***	NA	NA	***	-Neurological
Mercury	7439-97-6	3.4	26	2.1	0.01	0.01	21	-Neurological
Mercury, methyl	22967-92-6	0.8	5.4	0.002	NA	NA	0.02	-Neurological
Merphos	150-50-5	2.2	41	0.5	NA	NA	5	-Body Weight -Neurological
Methacrylonitrile	126-98-7	0.8	5.4	0.02	NA	NA	0.2	-Liver
Methamidophos	10265-92-6	1.9	19	0.02	0	0	0.2	-Neurological
Methanol	67-56-1	5800	43000	20	180	180	200	-Liver -Neurological
Methidathion	950-37-8	47	530	0.003	0.0001	0.0001	0.03	-Liver
Methomyl	16752-77-5	22	150	1.2	0.007	0.007	12	-Kidney -Spleen
Methoxy-5-nitroaniline, 2-	99-59-2	17	41	0.4	NA	NA	4	-Carcinogen
Methoxychlor	72-43-5	370	7500	160	0.1	0.1	1600	-Developmental -Reproductive
Methyl acetate	79-20-9	4100	28000	26	NA	NA	260	-Liver
Methyl acrylate	96-33-3	99	680	0.9	NA	NA	9	-None Specified
Methyl isobutyl ketone [or MIBK]	108-10-1	220	1500	2.6	110	110	26	-Kidney -Liver
Methyl methacrylate	80-62-6	1400	9400	0.1	32	32	1	-Nasal
Methyl parathion [or Parathion, methyl]	298-00-0	18	310	0.06	0.0003	0.0003	0.6	-Blood -Neurological
Methyl tert-butyl ether [or MTBE]	1634-04-4	3200	22000	0.2	150	150	2	-Eye -Kidney -Liver
Methyl-4-chlorophenoxy acetic acid, 2-	94-74-6	30	440	0.02	0.4	0.4	0.2	-Kidney -Liver
Methylaniline, 2-	95-53-4	1.8	3.3	0.3	0.2	0.2	3	-Carcinogen
Methylene bis(2-chloroaniline), 4,4-	101-14-4	6.4	17	0.2	NA	NA	2	-Carcinogen -Liver -Bladder
Methylene bromide	74-95-3	58	400	0.3	NA	NA	3	-Blood
Methylene chloride	75-09-2	16	23	0.02	7.3	7.3	0.2	-Carcinogen -Liver
Methylnaphthalene, 1-	90-12-0	68	470	2.2	10	10	22	-Body Weight -Nasal
Methylnaphthalene, 2-	91-57-6	80	560	6.1	9.1	9.1	61	-Body Weight -Nasal
Methylphenol, 2- [or o-Cresol]	95-48-7	2400	28000	0.3	1.9	1.9	3	-Body Weight -Neurological

APPENDIX D - REUSE TARGET LEVELS

Contaminant Name	CAS#	Direct Exposure Residential	Direct Exposure Industrial	Leachability Based on Groundwater Criteria	Leachability Based on Freshwater Surface Water Criteria	Leachability Based on Marine Surface Water Criteria	Leachability Based on Groundwater Yield/Poor Quality	Target Organ/System or Effect
		(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	
Methylphenol, 3- [or m-Cresol]	108-39-4	2500	28000	0.3	3.3	3.3	3	-Body Weight -Neurological
Methylphenol, 4- [or p-Cresol]	106-44-5	250	3000	0.03	0.5	0.5	0.3	-Maternal Death -Neurological -Respiratory
Metolachlor	51218-45-2	9100	120000	1.2	0.01	0.01	12	-Body Weight
Metribuzin	21087-64-9	32	210	2.2	0.8	0.8	22	-Body Weight -Kidney -Liver -Mortality
Mevinphos	7786-34-7	16	240	0.01	0.0003	0.0003	0.1	-Neurological
Molinate	2212-67-1	100	1200	0.1	0.1	0.1	1	-Reproductive
Molybdenum	7439-98-7	390	9700	***	NA	NA	***	-Gout
Naled	300-76-5	130	2100	0.1	0.0002	0.0002	1	-Neurological
Naphthalene	91-20-3	40	270	1.7	2.2	2.2	17	-Body Weight -Nasal
Nickel	7440-02-0	110**	28000	130	***	***	1300	-Body Weight
Nitrate	14797-55-8	120000	*	***	***	***	***	-Blood
Nitrite	14797-65-0	7800	180000	***	***	***	***	-Blood
Nitroaniline, o-	88-74-4	5.7	66	0.3	NA	NA	3	-None Specified
Nitroaniline, p-	100-01-6	5.2	56	0.1	5.9	5.9	1	-Adrenals -Blood -Kidney -Liver
Nitrobenzene	98-95-3	14	120	0.03	0.6	0.6	0.3	-None Specified
Nitrophenol, 4-	100-02-7	390	4400	0.3	0.3	0.3	3	-None Specified
Nitroso-di-ethylamine, N-	55-18-5	0.003	0.005	0.02	0.0007	0.0007	0.2	-Carcinogen
Nitroso-dimethylamine, N-	62-75-9	0.009	0.02	0.008	0.002	0.002	0.08	-Carcinogen
Nitroso-di-n-butylamine, N-	924-16-3	0.05	0.07	0.05	0.002	0.002	0.5	-Carcinogen
Nitroso-di-n-propylamine, N-	621-64-7	0.09	0.2	0.04	0.008	0.008	0.4	-Carcinogen
Nitroso-diphenylamine, N-	86-30-6	170	440	0.4	2.5	2.5	4	-Carcinogen
Nitroso-N-methylethylamine, N-	10595-95-6	0.01	0.02	0.03	0.005	0.005	0.3	-Carcinogen
Nitrotoluene, m-	99-08-1	210	1800	2.4	3.6	3.6	24	-Spleen
Nitrotoluene, o-	88-72-2	280	2500	3.3	7.3	7.3	33	-Spleen
Nitrotoluene, p-	99-99-0	640	9700	3.3	7.3	7.3	33	-Spleen
Octamethylpyrophosphoramide	152-16-9	83	860	4	NA	NA	40	-Neurological
Oxamyl	23135-22-0	1100	12000	0.9	0.04	0.04	9	-Body Weight
Paraquat	1910-42-5	310	4000	160	230	230	1600	-Respiratory
Parathion	56-38-2	450	9100	10	0.01	0.01	100	-Neurological
PCBs [Aroclor mixture]	1336-36-3	0.5	2.1	17	0.002	0.002	170	-Carcinogen -Immunological
Pebulate	1114-71-2	1600	15000	8.5	7.4	7.4	85	-Blood
Pendimethalin	40487-42-1	2500	36000	28	1	1	280	-Liver
Pentachlorobenzene	608-93-5	27	250	3.9	1.2	1.2	39	-Kidney -Liver
Pentachloronitrobenzene	82-68-8	3	7.7	0.7	0.06	0.06	7	-Carcinogen -Liver
Pentachlorophenol	87-86-5	7.7	23	0.03	0.2	0.2	0.3	-Carcinogen -Kidney -Liver
Permethrin	52645-53-1	3700	67000	880	0.003	0.003	8800	-Liver
Phenanthrene	85-01-8	2000	30000	250	0.7	0.7	2500	-Kidney
Phenol	108-95-2	900**	390000	0.05	0.03	0.03	0.5	-Developmental
Phenylenediamine, p-	106-50-3	8000	83000	6.2	NA	NA	62	-Whole Body
Phenylphenol, 2-	90-43-7	460	1300	0.4	0.8	0.8	4	-Carcinogen

APPENDIX D - REUSE TARGET LEVELS

Contaminant Name	CAS#	Direct Exposure Residential	Direct Exposure Industrial	Leachability Based on Groundwater Criteria	Leachability Based on Freshwater Surface Water Criteria	Leachability Based on Marine Surface Water Criteria	Leachability Based on Groundwater Yield/Poor Quality	Target Organ/System or Effect
		(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	
Phorate	298-02-2	14	280	0.001	0.001	0.001	3	-Neurological
Phosmet	732-11-6	1400	21000	0.004	0.004	0.004	50	-Body Weight -Liver -Neurological
Phthalic anhydride	85-44-9	8300	57000	NA	NA	NA	760	-Kidney -Nasal -Respiratory
Prometon	1610-18-0	980	14000	14	14	14	24	-None Specified
Prometryn	7287-19-6	260	3900	0.7	0.5	0.5	7	-Bone Marrow -Kidney -Liver
Propachlor	1918-16-7	770	10000	1.1	0.1	0.1	11	-Body Weight -Liver
Propanil	709-98-8	300	4100	0.4	0.2	0.2	4	-Spleen
Propazine	139-40-2	1200	17000	0.2	2.7	2.7	2	-Body Weight
Propylene glycol	57-55-6	710000	*	560	140	140	5600	-Blood -Bone Marrow
Propylene oxide	32	3.2	8.1	22	NA	NA	220	-Carcinogen -Nasal -Respiratory
Pyridin [or Fenvalerate]	51630-58-1	1800	32000	700	0.0001	0.0001	7000	-Neurological
Pyrene	129-00-0	2200	37000	880	1.3	1.3	8800	-Kidney
Pyridine	110-86-1	13	95	0.03	5.4	5.4	0.3	-Liver
Resmethrin	10453-86-8	2200	39000	1200	0.01	0.01	12000	-Reproductive
Ronnel	299-84-3	3600	59000	1300	0.2	0.2	13000	-Liver
Selenium	7782-49-2	390	10000	5	***	***	50	-Hair Loss -Neurological -Skin
Silver	7440-22-4	390	9100	17	***	***	170	-Skin
Simazine	122-34-9	7.4	21	0.08	0.1	0.1	0.8	-Blood -Body Weight -Carcinogen
Strontium	7440-24-6	47000	*	***	NA	NA	***	-Bone
Stychnine	57-24-9	17	210	0.7	0.3	0.3	7	-Mortality
Styrene	100-42-5	2700	21000	3.6	16	16	36	-Blood -Liver -Neurological
Terbacil	5902-51-2	660	7700	0.5	14	14	5	-Liver -Thyroid
Terbufos	13071-79-9	1.4	17	0.02	0.001	0.001	0.2	-Neurological
Tetrachlorobenzene, 1,2,4,5-	95-94-3	6.3	51	0.5	0.5	0.5	5	-Kidney
Tetrachloroethane, 1,1,1,2-	630-20-6	4	5.7	0.01	NA	NA	0.1	-Carcinogen -Kidney -Liver
Tetrachloroethane, 1,1,2,2-	79-34-5	0.7	1.1	0.002	0.08	0.08	0.02	-Carcinogen
Tetrachloroethene [or PCE]	127-18-4	8.9	17	0.03	0.1	0.1	0.3	-Body Weight -Carcinogen -Liver
Tetrachlorophenol, 2,3,4,6-	58-90-2	1500	17000	3.2	0.07	0.07	32	-Liver
Tetraethyl dithiopyrophosphate	3689-24-5	31	420	0.1	0.0004	0.0004	1	-Bone Marrow -Neurological
Thiram	137-26-8	330	4900	1.1	0.005	0.005	11	-Neurological
Tin	7440-31-5	44000	660000	***	NA	NA	***	-Kidney -Liver
Toluene	108-88-3	380	2600	0.5	5.6	5.6	5	-Kidney -Liver -Neurological
Toluidine, p-	106-49-0	1.4	2.2	0.7	NA	NA	7	-Carcinogen
Toxaphene	8001-35-2	1	3.7	31	0.002	0.002	310	-Carcinogen -Developmental
Triallate	2303-17-5	740	9500	8.4	6	6	84	-Liver -Spleen
Tributyltin oxide	56-35-9	22	400	36	0.2	0.2	360	-Immunological
Trichloro-1,2,2-trifluoroethane, 1,1,2-[or CFC 113]	76-13-1	13000	88000	27000	NA	NA	270000	-Body Weight -Neurological
Trichloroacetic acid	76-03-9	480	4600	1.2	400	400	12	-None Specified
Trichlorobenzene, 1,2,3-	87-61-6	560	7400	4.6	5.6	5.6	46	-Adrenals -Body Weight

APPENDIX D – REUSE TARGET LEVELS

Contaminant Name	CAS#	Direct Exposure		Leachability Based on Groundwater Criteria (mg/kg)	Leachability Based on Freshwater Surface Water Criteria (mg/kg)	Leachability Based on Marine Surface Water Criteria (mg/kg)	Leachability Based on Groundwater Yield/Poor Quality (mg/kg)	Target Organ/System or Effect
		Residential (mg/kg)	Industrial (mg/kg)					
Trichlorobenzene, 1,2,4-	120-82-1	560	7500	5.3	1.7	1.7	53	-Adrenals -Body Weight
Trichlorobenzene, 1,3,5-	108-70-3	190	1800	16	NA	NA	160	-None Specified
Trichloroethane, 1,1,1- [or Methyl chloroform]	71-55-6	400	3300	1.9	2.6	2.6	19	-None Specified
Trichloroethane, 1,1,2-	79-00-5	1.3	1.8	0.03	0.2	0.2	0.3	-Carcinogen -Liver
Trichloroethene [or TCE]	79-01-6	6	8.5	0.03	0.9	0.9	0.3	-Carcinogen
Trichlorofluoromethane	75-69-4	200	1300	33	NA	NA	330	-Cardiovascular -Kidney -Mortality -Respiratory
Trichlorophenol, 2,4,5-	95-95-4	6000	82000	0.3	1.5	1.5	3	-Kidney -Liver
Trichlorophenol, 2,4,6-	88-06-2	72	180	0.06	0.1	0.1	0.6	-Carcinogen
Trichlorophenoxy acetic acid, 2,4,5-	93-76-5	590	8300	0.4	0.8	0.8	4	-Kidney
Trichlorophenoxy propionic acid [or Silvex]	93-72-1	590	12000	5.4	NA	NA	54	-Liver
Trichloropropane, 1,2,3-	96-18-4	0.01	0.02	0.001	0.002	0.002	0.01	-Body Weight -Carcinogen -Kidney -Liver -Mortality
Trifluralin	1582-09-8	94	220	3.5	0.6	0.6	35	-Blood -Carcinogen -Liver
Trimethyl phosphate	512-56-1	15	30	0.2	NA	NA	2	-Carcinogen
Trimethylbenzene, 1,2,3-	526-73-8	13	89	0.3	NA	NA	3	-None Specified
Trimethylbenzene, 1,2,4-	95-63-6	13	88	0.3	7.2	7.2	3	-None Specified
Trimethylbenzene, 1,3,5-	108-67-8	11	74	0.3	6.7	6.7	3	-None Specified
Trinitrobenzene, 1,3,5-	99-35-4	1300	14000	1	0.09	0.09	10	-Blood -Spleen
Trinitrotoluene, 2,4,6-	118-96-7	24	55	0.06	0.3	0.3	0.6	-Carcinogen -Liver
TRPH		340	2500	340	340	340	3400	-Multiple Endpoints Mixed Contaminants
Uranium, natural	7440-61-1	120	470	***	NA	NA	***	-None Specified
Vanadium	7440-62-2	15**	7400	980	NA	NA	9800	-None Specified
Veram	1929-77-7	29	260	0.1	0.2	0.2	1	-Body Weight
Vinyl acetate	108-05-4	230	1600	0.4	3	3	4	-Body Weight -Kidney -Nasal
Vinyl chloride	75-01-4	0.03	0.04	0.007	NA	NA	0.07	-Carcinogen
Xylenes, total	1330-20-7	5900	40000	0.2	3.9	3.9	2	-Body Weight -Mortality -Neurological
Zinc	7440-66-6	23000	560000	6000	***	***	60000	-Blood
Zinc phosphide	1314-84-7	23	550	***	NA	NA	***	-Body Weight
Zincb	12122-67-7	3400	53000	19	0.7	0.7	190	-Thyroid



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2337

County Administrator's Report 14. 11.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 04/05/2012

Issue: Klondike Landfill Property Development

From: Patrick T. Johnson

Organization: Solid Waste

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning Klondike Landfill Property Located at 7200 Sparshott Drive - Patrick T. Johnson, Solid Waste Management Department Director

That the Board take the following action concerning Klondike Landfill Property, located at 7200 Sparshott Drive, for the establishment of an Archery Park:

- A. Approve the First Amendment to Declaration of Restrictive Covenant to amend the restriction against recreational uses described in Section 2.c., of the Declaration of Restrictive Covenant, recorded in Official Record Book 4548, at Page 0462, of the Public Records of Escambia County, Florida;
- B. Approve the Avigation Easement which is required, per County Ordinance, in order to utilize the property for public use; and
- C. Authorize the Chairman to sign the First Amendment to Declaration of Restrictive Covenant and the Avigation Easement.

BACKGROUND:

November 17, 2011, the Board of County Commissioners approved the Memorandum of Agreement between the Florida Fish and Wildlife Conservation Commission (FWC) and Escambia County for the establishment of an Archery Park. Both FWC and County staff agree that the closed Klondike Landfill, located at 7200 Sparshott Drive, offers an area suitable for broader public use by building improvements being added to provide a venue to meet the objectives of the proposed Escambia County Archery Park.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The First Amendment to Declaration of Restrictive Covenant and the Avigation Easement were prepared by Stephen West, County Attorney's Office.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is consistent with the County's commitment to properly manage and conserve the important natural resources of the County.

IMPLEMENTATION/COORDINATION:

Solid Waste Management Department and Parks & Recreation will coordinate with the Florida Fish and Wildlife Conservation Commission to provide oversight of this project.

Attachments

First Amendment Agreement

Avigation Easement

Mins 11_17_2011

This instrument prepared by:
Stephen G. West, Assistant County Attorney
Escambia County Attorney's Office
221 Palafox Place, Ste. 430
Pensacola, FL 32502

FIRST AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANT

THIS FIRST AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANT (First Amendment) is made by and between Escambia County (County), a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 and the Florida Department of Environmental Protection (DEP), whose address is 160 Governmental Center, Pensacola, Florida 32501.

RECITALS

WHEREAS, the County is the owner of certain real property (Property) commonly known as the Klondike Landfill and corresponding to DEP Facility Identification Number GMS# 1017C00010; and

WHEREAS, pursuant to a Remedial Action Plan Order dated July 9, 1997, the County and DEP executed a Declaration of Restrictive Covenant (Declaration) recorded in Official Record Book 4548 at Page 0462 of the public records of Escambia County, Florida; and

WHEREAS, the Declaration contains various restrictions on the use of the Property, including, but not limited to, a prohibition against recreational uses; and

WHEREAS, the County and DEP wish to amend the Declaration's restriction against recreational uses to allow a portion of the Property to be developed and used as a public archery range.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the undersigned parties, the County and DEP agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. The restriction against recreational uses described in Section 2.c. of the Declaration of Restrictive Covenant recorded in Official Record Book 4548 at Page 0462 of the public records of Escambia County, Florida, is hereby amended to allow that portion of the Property described in the attached Exhibit A to be developed and used as a public archery range.

3. Except as modified by this First Amendment, the Declaration remains unchanged and in full force of the effect.

IN WITNESS WHEREOF, Escambia County has executed this First Amendment in its name through its Board of County Commissioners acting by the Chairman or Vice Chairman of the Board, on this ____ day of _____, 20__.

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

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Wilson B. Robertson, Chairman

Deputy Clerk

(SEAL)

Approved as to form by the Florida Department of Environmental Protection, Office of General Counsel.

By: _____
Print: _____

IN WITNESS WHEREOF, the Florida Department of Environmental Protection has executed this First Amendment, this _____ day of _____ 2012.

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____

Director of District Management
160 Governmental Center
Pensacola, Florida 32501

Witness: _____
Print Name: _____

Witness: _____
Print Name: _____

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, Director of District Management and representative of the Florida Department of Environmental Protection.

Personally known _____ or produced identification _____
Type of identification produced: _____.

Signature of Notary Public

Print Name of Notary Public

Commission No. _____
Commission Expires: _____

EXHIBIT "A"

Revised Legal Description of Klondike Landfill

That part of Section 28, The Thomas English Grant, Township 1 South, Range 31 West, Escambia County, Florida, described as follows:

Commence at a 4" X 4" concrete monument at the northeast corner of Government Lot 6, Section 28, The Thomas English Grant, Township 1 South, Range 31 West, Escambia County, Florida, as shown on the plat recorded in Deed Book 29 at page 139 of the Public Records of said County; thence run North 08 degrees 57 minutes 05 seconds East a distance of 449.70 feet to an iron rod; thence run South 80 degrees 40 minutes 02 seconds East a distance of 40.00 feet to the Point of Beginning (POB); thence run South 10 degrees 11 minutes 44 seconds West a distance of 1513.05 feet; thence run North 85 degrees 50 minutes 28 seconds West a distance of 195.17 feet; thence run South 09 degrees 25 minutes 46 seconds West a distance of 916.19 feet; thence run South 74 degrees 32 minutes 52 seconds West a distance of 161.06 feet; thence run South 08 degrees 10 minutes 47 seconds West a distance of 458.99 feet; thence run South 10 degrees 37 minutes 28 seconds West a distance of 403.64 feet; thence run North 76 degrees 57 minutes 28 seconds West a distance of 196.51 feet; thence run South 08 degrees 57 minutes 35 seconds West a distance of 920.05 feet; thence run North 88 degrees 00 minutes 37 seconds West a distance of 623.70 feet; thence run North 56 degrees 59 minutes 07 seconds West a distance of 463.90 feet; thence run North 02 degrees 47 minutes 25 seconds East a distance of 594.08 feet; thence run North 22 degrees 47 minutes 15 seconds West a distance of 480.14 feet; thence run North 00 degrees 04 minutes 02 seconds East a distance of 227.06 feet; thence run North 15 degrees 23 minutes 20 seconds East a distance of 1039.00 feet; thence run North 41 degrees 50 minutes 53 seconds East a distance of 1646.86 feet; thence run North 65 degrees 03 minutes 04 seconds East a distance of 948.87 feet; thence run South 80 degrees 40 minutes 02 seconds East a distance of 178.97 feet to the Point of Beginning. Containing 125.88 acres, more or less.

This document prepared by:
Stephen G. West, Assistant County Attorney
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, FL 32502

AVIGATION EASEMENT

THIS DEDICATION OF AN AVIGATION EASEMENT is made this ____ day of _____, 2012, by Escambia County, a political subdivision of the State of Florida (County), whose address is 221 Palafox Place, Suite 430, Pensacola, Florida 32502, as owner of the property referenced herein.

WITNESSETH

WHEREAS, the County is the owner of certain real property located in Escambia County, Florida; and

WHEREAS, the County requires, as a condition precedent to the development or use of the property, dedication of an Avigation Easement; and

WHEREAS, the County desires to dedicate an Avigation Easement in and over its property under the terms and conditions set forth in this instrument;

NOW, THEREFORE, the County hereby dedicates a perpetual Avigation Easement in and over the following described property (Property):

See legal description attached as Exhibit A

This Avigation Easement is dedicated with the following express terms and conditions:

1. The County dedicates for the use and benefit of the public and any civilian or military airfields that may be located in Escambia County and any operators, owners, or users of civilian or military Aircraft that may operate in the airspace in and above Escambia County, a perpetual Avigation Easement for the free and unobstructed flight of Aircraft ("Aircraft" being defined for the purpose of this instrument as any contrivance now known or hereafter invented, used, or designed for flight in and through the air) in and through the airspace above, over, and across the surface of the Property, together with the right to create or cause in the airspace such noise, vibrations, odors, vapors, exhaust, smoke, dust or other effects that may be inherent in the operation of Aircraft, and for the use of the airspace by Aircraft for launching from, maneuvering about, and landing at local civilian or military airfields.

2. Nothing in this instrument shall operate to preclude claims by the County, its successors and assigns, and their legal representatives, for any physical injuries or damages caused by Aircraft crashing into or otherwise coming into direct physical contact with the Property or persons located thereon.

3. The County's successors and assigns, and their legal representatives, expressly release and forever discharge the County, its elected or appointed officials, representatives, agents, employees, and any operators, owners, or users of civilian or military Aircraft or airfields, from any and all liability whatsoever, including any and all suits, claims, debts, obligations, costs, expenses, actions, or demands, vested or contingent, known or unknown, whether for injuries to persons or damages to property, which the County may own, hold, or assert by reason of noise, vibrations, odors, vapors, exhaust, smoke, dust or other effects that may be inherent in the operation of Aircraft, caused or created by the flight or passage of Aircraft in or through the airspace subject to the easement described in this instrument. Additionally, the County's successors and assigns, and their legal representatives, waive any and all right to sue the County, its elected or appointed officials, representatives, agents, or employees, and any operators, owners, or users of civilian or military Aircraft or airfields, and agree to dismiss any and all such suits that may be now or subsequently asserted against the County, its elected or appointed officials, representatives, agents, or employees, and any operators, owners, or users of civilian or military Aircraft or airfields, for injuries to persons or damage to property arising from noise, vibrations, odors, vapors, exhaust, smoke, dust or other effects that may be inherent in the operation of Aircraft, caused or created by the flight or passage of Aircraft in or through the airspace subject to the easement described in this instrument.

4. The County and its successors and assigns shall not build, construct, cause or permit to be built or constructed, or permit to remain on the Property any building or structure that would interfere with the rights conveyed by this instrument or that would violate any local, state, or federal law or regulation regarding the operation of Aircraft or airfields.

5. The County and its successors and assigns shall not use or permit the use of the Property in such a manner as to create electrical, electronic, or other interference with radio, radar, microwave, or other similar means of Aircraft communications, or to make it difficult for pilots to distinguish between airfield navigation lights and visual aids and other lights, or to result in glare or other condition that would impair the vision of pilots, or to otherwise endanger the operation of Aircraft.

6. In the event of any violation of the rights and restrictions contained in this instrument, the County shall have the right, at its sole option after giving five (5) days prior notice to its successors and assigns, to use any and all means to remedy the violation. Additionally, the County shall have a perpetual easement for ingress to and egress from the Property for the purpose of inspecting or removing any instrumentality that may be causing or contributing to a violation of the rights and restrictions conveyed by this instrument.

7. The County and its successors and assigns acknowledge that the Property is located in an area impacted by Aircraft noise and that present and future Aircraft noise may interfere with the unrestricted use and enjoyment of the Property. The County and its successors and assigns

further acknowledge that Aircraft noise may change over time by virtue of greater numbers of Aircraft, louder Aircraft, variations in airfield operations, and changes in airfield and air traffic control procedures.

8. This Avigation Easement and all of the terms and conditions described in this instrument shall run with the land in perpetuity and shall be binding upon the County's successors and assigns and their legal representatives.

9. In the event that one or more of the provisions contained in this instrument or any part thereof or any application thereof shall be held invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired and shall remain in full force and effect.

10. In the event that any civilian or military airfield adjacent to the Property ceases to operate, or if such other circumstances subsequently arise that would obviate the purpose underlying this instrument, then the County's successors and assigns, and their legal representatives, may petition the Board of County Commissioners of Escambia County to terminate this Avigation Easement. If the Board of County Commissioners approves the termination of this Avigation Easement, then it shall promptly execute and record in the public records an appropriate document reflecting the termination.

11. The County covenants that it has good right and full power to dedicate this Avigation Easement over the Property.

IN WITNESS WHEREOF the County has executed this instrument on the date first above written.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Deputy Clerk

BCC Approved: _____

EXHIBIT "A"

Revised Legal Description of Klondike Landfill

That part of Section 28, The Thomas English Grant, Township 1 South, Range 31 West, Escambia County, Florida, described as follows:

Commence at a 4" X 4" concrete monument at the northeast corner of Government Lot 6, Section 28, The Thomas English Grant, Township 1 South, Range 31 West, Escambia County, Florida, as shown on the plat recorded in Deed Book 29 at page 139 of the Public Records of said County; thence run North 08 degrees 57 minutes 05 seconds East a distance of 449.70 feet to an iron rod; thence run South 80 degrees 40 minutes 02 seconds East a distance of 40.00 feet to the Point of Beginning (POB); thence run South 10 degrees 11 minutes 44 seconds West a distance of 1513.05 feet; thence run North 85 degrees 50 minutes 28 seconds West a distance of 195.17 feet; thence run South 09 degrees 25 minutes 46 seconds West a distance of 916.19 feet; thence run South 74 degrees 32 minutes 52 seconds West a distance of 161.06 feet; thence run South 08 degrees 10 minutes 47 seconds West a distance of 458.99 feet; thence run South 10 degrees 37 minutes 28 seconds West a distance of 403.64 feet; thence run North 76 degrees 57 minutes 28 seconds West a distance of 196.51 feet; thence run South 08 degrees 57 minutes 35 seconds West a distance of 920.05 feet; thence run North 88 degrees 00 minutes 37 seconds West a distance of 623.70 feet; thence run North 56 degrees 59 minutes 07 seconds West a distance of 463.90 feet; thence run North 02 degrees 47 minutes 25 seconds East a distance of 594.08 feet; thence run North 22 degrees 47 minutes 15 seconds West a distance of 480.14 feet; thence run North 00 degrees 04 minutes 02 seconds East a distance of 227.06 feet; thence run North 15 degrees 23 minutes 20 seconds East a distance of 1039.00 feet; thence run North 41 degrees 50 minutes 53 seconds East a distance of 1646.86 feet; thence run North 65 degrees 03 minutes 04 seconds East a distance of 948.87 feet; thence run South 80 degrees 40 minutes 02 seconds East a distance of 178.97 feet to the Point of Beginning. Containing 125.88 acres, more or less.

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-20. Approval of Various Consent Agenda Items – Continued

20. Taking the following action concerning a Memorandum of Agreement (MOA) between the Florida Fish and Wildlife Conservation Commission (FWC) and Escambia County (FWC Contract No. 11243) for the establishment of an Archery Park (Funding: Federal Aid Assistance from the Wildlife Restoration Program; donations to either the County, FWC, Archery Park, or Wildlife Foundation of Florida that are earmarked for the Archery Park; Grants obtained for the Archery Park; contributions from other nonprofit organizations; local, State, and Federal funding for the Archery Park, and those funds available within any party's budget designated for the Archery Park to support the Archery Park in carrying out the purposes for which the Archery Park was established; Fund 401, Solid Waste, Cost Center 230309):

A. Approving the MOA between the FWC and the County acknowledging their responsibility to provide mutually beneficial support in their respective efforts to complete the project known as the Escambia County Archery Park (to be located at the former Klondike Landfill, 7200 Sparshott Drive); and

B. Authorizing the Chairman to execute the MOA, without further action of the Board.

8. Cisco Network Equipment

Motion made by Commissioner White, seconded by Commissioner Robinson, and carried 4-0, with Commissioner Valentino abstaining (and filing Form 8B Memorandum of Voting Conflict for County, Municipal, and Other Local Public Officers), authorizing the purchase of Cisco Network Equipment, in the amount of \$63,420.20 (Quote 7858), from WAVEnet Technologies, Inc., a TIG Company, by piggybacking off the Florida State Contract 250-000-09-1, in accordance with the Escambia County Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications; exemptions; and Section 46-64, Board approval; the Escambia County Tax Collector requested the purchase of Cisco network switch equipment to enhance and upgrade existing equipment at its Downtown, Marcus Pointe, Cantonment (Molino), and Warrington offices be made through the Board of County Commissioners, in order to take advantage of the substantial discounted pricing the County has obtained (Funding: Fund 001, General Fund, Cost Center 270102).



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2380

County Administrator's Report 14. 12.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 04/05/2012

Issue: Solid Waste Management - Request for Disposition of Property

From: Patrick T. Johnson

Organization: Solid Waste

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning the Requests for Disposition of Property for the Solid Waste Management Department - Patrick T. Johnson, Solid Waste Management Department Director

That the Board approve the two Request for Disposition of Property Forms for the Solid Waste Management Department for property which is described and listed on the Disposition Forms, with reasons for disposition stated. The listed items have been found to be of no further usefulness to the County; thus, it is requested that they be auctioned as surplus or properly disposed.

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 Dispositoin of County Property policies of the BCC.

Attachments

SWMD Disposition of Property 04052012

REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Bureau: Solid Waste Management COST CENTER NO: 230306

Susan Holt DATE: 3/15/12
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Susan R Holt Phone No: 595-4579

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	57365	Loudon Tandem Dump Trailer	1L9GU20288N383890	GN-D-8X20-20K	2008	Good
N	50604	Daewoo Forklift	CX-03984	G25E	2001	Fair
N	53965	Caterpillar Forklift	ATT3503232	P5000	2005	Fair
N	52087	Bobcat Skid Steer Loader	519035897	S185	2003	Fair

Disposal Comments: No longer needed by department

FLEET MANAGER: _____
 Print Name Dennis Rigby

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

Date: 3/14/12 Fleet Manager Signature: [Signature]

TO: County Administration Date: 3/19/12
 FROM: Escambia County Bureau Dept. Director (Signature): [Signature]

Dept. Director (Print Name): Pat Johnson

RECOMMENDATION: Date: 3/22/12
 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 _____

REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Bureau: Solid Waste Management COST CENTER NO: 220603/230314

Susan Holt DATE: 3/15/12
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Susan R Holt Phone No: 595-4579

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	44101A	Brillion Seeder	174768	SL10	1996	Good
N	26592	Walker Mobile Crane	K-805A07025	93805	1981	Poor
N	26606	Walker 50 Ton Press	K622B02134	93622	1981	Poor

Disposal Comments: No longer needed by department

FLEET MANAGER: _____
 Print Name Dennis Rigby

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

Date: 3/14/12 Fleet Manager Signature: [Signature]

TO: County Administration Date: 3/21/12
 FROM: Escambia County Bureau Dept. Director (Signature): [Signature]
 Dept. Director (Print Name): Pat Johnson

RECOMMENDATION: Date: 3/22/12
 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-2281

County Administrator's Report 14. 1.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 04/05/2012

Issue: Supplemental Budget Amendment #095 - Water Quality/Land Management
Division Grants

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #095 - Amy Lovoy,
Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #095, Other Grants and Projects Fund (110) in the amount of \$113,047, to recognize the remaining balance of funds for two Water Quality/Land Management Division Grants, and to appropriate these funds into the correct cost centers.

BACKGROUND:

Two Water Quality/Land Management Division grants had unrecognized balances. The Density Reduction PNS-NAS Grant has a balance of \$91,989 and the Bayou Chico/Jones Creek Grant a balance of \$21,058. These additional funds need to be recognized for the purchase of land and for improvements to Bayou Chico/Jones Creek.

BUDGETARY IMPACT:

This amendment will increase Fund 110 by \$113,047.

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# 095

**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, Escambia County was awarded two grants in prior years. Remaining funds were not recognized during the previous year, and now must be recognized and appropriated in the current 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:

Other Grants & Projects Fund Name	110 Fund Number		
Revenue Title	Fund Number	Account Code	Amount
Density Reduction PNS-NAS	110	334220	91,989
Bayou Chico/Jones Creek #G0275	110	331321	21,058
Total			\$113,047

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Land	110/221006	56101	91,989
Improvements other than Buildings	110/221013	56301	21,058
Total			\$113,047

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
095



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2328

County Administrator's Report 14. 2.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 04/05/2012

Issue: Supplemental Budget Amendment #100 - FDEM Community Emergency Response Team Grant

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #100 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #100, Other Grants and Projects Fund (110) in the amount of \$5,850, to recognize proceeds from a State of Florida, Division of Emergency Management (FDEM) Grant Agreement, and to appropriate these funds for the Community Emergency Response Team (CERT) Project.

BACKGROUND:

The Board accepted FDEM Grant Agreement #12-CI-24-01-27-01-387 in its meeting held January 5, 2012. The funds will be used to continue the local effort to engage, educate and train local citizens in their role as it relates to emergency preparedness, response, recovery, mitigation and public health for all hazards.

BUDGETARY IMPACT:

This amendment will increase Fund 110 by \$5,850.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases or decreases in revenues to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA#100

**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 was awarded a grant by the State of Florida, Division of Emergency Management, through Contract Number 12-CI-24-01-27-01-387 and these funds must be recognized and appropriated.

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

<u>Other Grants & Projects</u>	<u>110</u>		
Fund Name	Fund Number		
Revenue Title	Fund Number	Account Code	Amount
<u>Community Emerg Response</u>	<u>110</u>	<u>334248</u>	<u>5,850.00</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
Total			<u>5,850.00</u>

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
<u>Other Contractual Services</u>	<u>110/330430</u>	<u>53401</u>	<u>5,850.00</u>
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Total			<u>5,850.00</u>

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA, COUNTY, FLORIDA

Deputy Clerk

Wilson B. Robertson, Chairman

Adopted

OMB Approved

Supplemental Budget Amendment
#100



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2330

County Administrator's Report 14. 3.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 04/05/2012

Issue: Supplemental Budget Amendment #101 - FDEM Domestic Security Preparedness Grant

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #101 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #101, Other Grants and Projects Fund (110) in the amount of \$24,000, to recognize proceeds from a State of Florida, Division of Emergency Management (FDEM) Grant Agreement, and to appropriate these funds for the Domestic Security Preparedness Project.

BACKGROUND:

The Board accepted FDEM Grant Agreement #12-DS-20-01-27-01-406 in its meeting held January 5, 2012. The funds will be used to reimburse the Public Safety Emergency Management Division for costs associated with eligible planning, training, and exercise program activities that improve domestic security preparedness in Escambia County.

BUDGETARY IMPACT:

This amendment will increase Fund 110 by \$24,000.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases or decreases in revenues to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA#101

**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 was awarded a grant by the State of Florida, Division of Emergency Management, through Contract Number 12-DS-20-01-27-01-406 and these funds must be recognized and appropriated.

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

Other Grants & Projects Fund Name	110 Fund Number		
Revenue Title	Fund Number	Account Code	Amount
Domestic Security Grant	110	334252	24,000.00
Total			24,000.00

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Overtime	110/330459	51401	10,926.00
FICA	110/330459	52101	836.00
Retirement	110/330459	52201	608.00
Life & Health	110/330459	52301	1,600.00
Workers' Comp	110/330459	52401	30.00
Other Contractual Services	110/330459	53401	10,000.00
Total			24,000.00

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA, COUNTY, FLORIDA

Deputy Clerk

Wilson B. Robertson, Chairman

Adopted

OMB Approved

Supplemental Budget Amendment
#101



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2335

County Administrator's Report 14. 4.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 04/05/2012

Issue: Supplemental Budget Amendment #102 – Insurance Proceeds

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #102 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #102, Transportation Trust Fund (175) in the amount of \$8,313, to recognize insurance proceeds received for damage to a mower in Fleet Maintenance, and to appropriate these funds back into the Fleet Maintenance Cost Center.

BACKGROUND:

Escambia County received insurance reimbursements totaling \$8,313 for damage to a mower in Fleet Maintenance, and the proceeds are reimbursing Fleet Maintenance for the repair work.

BUDGETARY IMPACT:

This amendment will increase Fund 175 by \$8,313.

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#102

**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, Escambia County received insurance reimbursements for damage to County property, and these funds must be recognized and appropriated.

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

<u>Transportation Trust Fund</u> Fund Name	<u>175</u> Fund Number		
Revenue Title	Fund Number	Account Code	Amount
Insurance Proceeds	175	369008	\$8,313
Total			<u><u>\$8,313</u></u>

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Repair and Maintenance	175/210405	54601	\$8,313
Total			<u><u>\$8,313</u></u>

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

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

Deputy Clerk

Wilson B. Robertson, Chairman

Adopted

OMB Approved

Supplemental Budget Amendment
#102



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2363

County Administrator's Report 14. 5.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 04/05/2012

Issue: SBA#109 - Assistance to Firefighters Grant

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #109 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #109, Other Grants and Projects Fund (110) in the amount of \$122,320, to recognize a Grant from the Federal Emergency Management Agency (FEMA) and the Department of Homeland Security (DHS), and to appropriate these funds for the purchase of five Lifepak Monitor Defibrillators for the Escambia County Fire Department.

BACKGROUND:

The Escambia County Fire Department has received the Assistance to Firefighters Grant from FEMA and DHS. The funds will be used to purchase five Lifepak Monitor Defibrillator's and a total project cost of \$152,900. The Federal reimbursement of the grant is 80% or \$122,320 and the County at 20% or \$30,580. The County portion will come out of the Fire Services Budget.

BUDGETARY IMPACT:

This amendment will increase Fund 110 by \$122,320.

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#109

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, Escambia County received a grant from the Federal Emergency Management Agency (FEMA) and the Department of Homeland Security (DHS) for the purchase of five Lifepak Monitor Defibrillators, and these funds must be recognized and appropriated.

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

Other Grants & Projects Fund Name	110 Fund Number		
Revenue Title	Fund Number	Account Code	Amount
Assistance to Firefighters Grant	110	3312xx	\$122,320
Total			\$122,320

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Machinery & Equipment	110/3302xx	56401	\$122,320
Total			\$122,320

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
#109



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2290

County Administrator's Report 14. 6.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 04/05/2012

Issue: Solid Waste Container Service Contract

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning the Renewal of the Solid Waste Container Service Contract - Amy Lovoy, Management and Budget Services Department Director

That the Board renew the Solid Waste Container Service Contract, PD 07-08.040, with Titan Waste Service, Inc., with no price increase for the 12-month period, beginning July 1, 2012, through June 30, 2013, based upon a request of the Contract Administrator, in accordance with the terms and conditions of the current Contract.

[Funding: Fund 001, General Fund, Maintenance Cost Center 210602, Object Code 54301, \$100,000; Fund 501, Employee Health Clinic, Cost Center 150108, Object Code 54301, \$700]

BACKGROUND:

Per the terms of PD 07-08.040 the Vendor and Contract Administrator request the Contract Extension for another 12 month period.

BUDGETARY IMPACT:

[Funding: Fund 001, \$100,000, General Fund, Maintenance Cost Center 210602, Object Code 54301, Fund 501, \$700, Employee Health Clinic, Cost Center 150108, Object Code 54301]

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is consistent with the Escambia County, FL Code of Ordinance Chapter 46 Finance, Article II Purchases and Contracts, Division 3 Procedures, Section 46-85 Same-Bid Award.

IMPLEMENTATION/COORDINATION:

Purchasing will be responsible for obtaining signed Contracts, insurance and issuance of the Purchase Orders.

Attachments

Renewal Letter to Mr. Pellegrino

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA



OFFICE OF PURCHASING
215 PALATKOF PLACE - 2nd Floor
P.O. BOX 1591
PENSACOLA, FL 32597-1591
TELEPHONE (850) 595-4980
(SUNCOAST) 695-4980
TELEFAX (850) 595-4805
URL: www.co.escambia.fl.us/purchasing

CLAUDIA SIMMONS
Chief, Purchasing

March 5, 2012

FACSIMILE

RE: CONTRACT RENEWAL Specification PD 07-08.040, "Solid Waste Container Service Contract".

Mr. Larry Pellegrino, Vice President
Titan Waste Company
3630 Bagwell Road
Pace, Florida 32571
Tel: (850) 994-1485
Fax: (850) 994-1487

Dear Mr. Pellegrino:

Due to recent events Escambia County has had to make severe budget cuts. Because of these budget cuts Escambia County is offering to extend your current contract for an additional year under the same terms and conditions. The current awarded period on above referenced contract is due to expire July 01, 2012.

Please annotate on the bottom of this letter, with your signature and date, as to whether you are interested or not on extending the contract for one year. I will need the signed letter returned by mail not later than 5:00 p.m., CDT, June 15, 2012.

If you have any questions, please feel free to call Lester L. Boyd, at 595-4944 (fax: 595-4805).

Sincerely,


Lester L. Boyd
Purchasing Specialist

Cc: All BOCC Departments Concerned:

I want to extend the current Contract PD 07-08.040, "Contract for an additional one year" at the same terms and conditions.

YES NO  3-6-12
Signature Date

LARRY PELLEGRINO
Printed Name of Signer

V. P. Larry Pellegrino
Title of Signer

Comments: _____



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2318

County Administrator's Report 14. 7.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 04/05/2012

Issue: Gulf Beach Highway Sidewalk-Phase 3

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning Gulf Beach Highway Sidewalk-Phase 3, PD 11-12.013 - Amy Lovoy, Management and Budget Services Department Director

That the Board award an Indefinite Quantity, Indefinite Delivery Contract, PD 11-12.013, Gulf Beach Highway Sidewalk-Phase 3 to Roads, Inc., of NWF, for a total amount of \$419,054.25.

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project No. 12EN1742]

BACKGROUND:

Bids were received from 11 contractors on March 6, 2012. Roads, Inc. of NWF being the lowest Responsive and Responsible bidder received.

This project involves constructing a sidewalk along CR 292A (Gulf Beach Highway) from Sorrento Road to Bauer Road within District 2. The new cross-section will include a 5' sidewalk on both sides of County Road 292A for the full length of the project. Existing driveways will be removed and replaced. ADA compliant curb ramps with detectable warning surfaces will be constructed at all side street locations. Cross walks will be provided at all side street locations, and existing stop bars in conflict may be removed and replaced.

BUDGETARY IMPACT:

[Funding: Fund 352 LOST III, Cost Center 210107, Object Code 56301, Project No. 12EN1742]

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 Public Works Department, Engineering Division that they may issue a Notice to Proceed to Roads, Inc. of NWF.

Attachments

Bid Tabulation



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2345

County Administrator's Report 14. 8.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 04/05/2012

Issue: Contract Award for PD 11-12.012, 69th Avenue Drainage Improvements and Sidewalk Project Engineering-Design with Limited CEI

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning PD 11-12.012, 69th Avenue Drainage Improvements and Sidewalk Project Engineering-Design with Limited CEI - Amy Lovoy, Management and Budget Services Department Director

That the Board Award a Lump Sum Contract to Sigma Consulting Group, Inc., per terms and conditions of PD 11-12.012, 69th Avenue Drainage Improvements and Sidewalk Project Engineering-Design with Limited CEI, (Construction, Engineering and Inspection) in the amount of \$144,220.

[Funding: Fund 352, "LOST III", Cost Center 210107, Object Code 56301, Project #12EN1752, "69th Avenue Drainage"]

BACKGROUND:

Request for Letters of Interest, PD 11-12.012, 69th Avenue Drainage Improvements and Sidewalk Project Engineering-Design with Limited CEI were publicly noticed on Monday, January 9, 2012 to 104 known firms. Responses were received from 8 firms on Tuesday, January 24, 2012.

BUDGETARY IMPACT:

Funding: Fund 352 "LOST III", Cost Center 210107, Object Code 56301, Project #12EN1752 "69th Avenue Drainage"

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract (Form G, Consulting Services for Stand-Alone Services)

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts and Florida Statute 287.055, Competitive Consultants Negotiation Act.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney's Standard Form of Contract Form G, Consulting Services for Stand-Alone Services and Purchase Order.

Attachments

Exhibit A. Scope of Work

Exhibit B. Schedule

Exhibit C. Fee Proposal

EXHIBIT 'A'

SCOPE OF WORK:

Engineering Services for 69th Avenue North Drainage Improvements : Fairfield Drive to Lillian Highway and Adjoining Sidestreets PD 11-12.012

Introduction

Sigma Consulting Group (SIGMA) will provide engineering design and construction observation services (as necessary) to develop 100% construction plans for the construction of a stormwater system to alleviate flooding on 69th Avenue from Lillian Highway to Fairfield Drive and the surrounding areas/sidestreets caused by the 25 year design storm and to mill/resurface 69th Avenue from Lillian Highway to Fairfield Drive. This project consists of:

100% permitted construction plans for a new drainage system that will alleviate the flooding for this project via an underground storm water system beginning at Lillian Highway and proceeding approximately 3400 linear feet North on 69th Avenue and tying into the existing storm sewer/outfall system located on Fairfield Drive . A new storm sewer system will also be installed on the following streets/areas:

1. Foxchase Circle (500 feet)
2. Stonehenge Circle (500 feet)
3. Devonshire Circe (500 feet)
4. Derwent Circle (500 feet)
5. Esther Street (600 feet)
6. Creel Drive (600 feet)
7. Linskog Street (600 feet)
8. Existing Outfall System (550 feet)

This project will include the necessary property acquisition coordination, project coordination meetings, (30, 60, 90%) utility coordination, public involvement, geotechnical investigation, FDOT coordination, permitting, and construction observation services. This design project will adhere primarily to the Escambia County Technical Specifications and any other necessary tech specs.

This scope provides a description of the aforementioned services that SIGMA will provide the Escambia County Engineering Department (County) for the above-referenced project.

EXHIBIT 'B'

Engineering Services for Drainage Improvements on North 69th Avenue from Lillian Highway to Fairfield Drive

SCHEDULE	
Tasks	Duration
Survey	45 days
30% Plan Submittal	60 days
30% Plan Review	15 days
60% Plan Submittal	60 days
60% Plan Review	15 days
ERP Permitting	90 days
90% Plan Submittal	30 days
90% Plan Review	30 days
Final Plan Submittal	30 days
Real Estate Acquisition	90 days
Bidding Process	90 days
Construction Phase	365 days
Total=	875 days

Notes

1. SIGMA proposes the following time schedule for the design of this project. A more detailed schedule will be provided when the NTP is issued.
2. Schedule assumes a minimum review period of two (2) weeks for the County
3. SIGMA assumes that it will require a maximum of 12 months to construct the project

EXHIBIT 'C'

Task 100 Survey

Task 101 Topographic and Apparent ROW Survey

SIGMA will provide the survey services necessary to generate a topographic survey and an apparent right-of-way survey from Lillian Highway to Fairfield Drive along 69th Avenue and to also include the sidestreets and outfall systems listed above.

Task 102 ROW and Stormwater Easement Acquisition

SIGMA will provide the survey services necessary to generate the drawings required for ROW acquisition and Stormwater Easement Acquisition for the project limits described above.

Task 100 Engineering Fee = \$19,250.00

Task 200 : Existing Storm Sewer Analysis & Plan Review

Task 201 Field Investigations

SIGMA will meet with County officials to discuss any existing site information, historical data or drainage complaints that will be useful in completing the scope of services for this project. Once all available data is gathered, SIGMA will visit the site to verify the accuracy of the existing data and to obtain field information critical to the drainage design.

Task 201 Engineering Fee = \$3,240.00

Task 202 Existing Drainage System Review

SIGMA will review the existing drainage system along 69th Avenue between Lillian Highway and Fairfield Drive to determine if the improvements needed for this project can be accommodated with the existing drainage system that outfalls to Bayou Marcus. The existing Bayou Marcus/Millview Drainage Basin Study will be reviewed and utilized to determine if the existing outfall can accommodate the increased runoff from this project during a 25 year storm event.

Task 202 Engineering Fee = \$2,800.00

Task 203 Existing Plan Review

SIGMA will review the existing sidewalk design, provided by Merrill, Parker and Shaw, along 69th Avenue between Lillian Highway and Fairfield Drive to determine how it can be incorporated into the proposed drainage design for this project. Currently, no design changes are anticipated to occur to the existing sidewalk design provided by MPS. If the sidewalk design needs to be changed, then the corresponding scope and fee for this project will need to be updated.

Task 203 Engineering Fee = \$3,240.00

Task 200 Engineering Fee = \$9,280.00

Task 300 Public Involvement (optional services)

SIGMA will provide the services necessary to hold two (2) public involvement meetings. The meetings will be held at a public venue and SIGMA will provide aerial displays of the project limits for the public to review and ask questions about.

Task 300 Public Involvement Fee = \$2,800.00

Task 400 Drainage Design

Task 401 Project Coordination

SIGMA will provide the coordination necessary to meet with county four (4) times to discuss any items relevant to the project. These items include, but are not limited to, right-of-way, project layout, meetings with residents affected by the project and other topics that may not be addresses in other tasks.

Task 401 Engineering Fee = \$5,420.00

Task 402 Drainage Analysis

SIGMA will design the proposed drainage system to prevent the current flooding problems and maintain the existing drainage patterns. SIGMA will most likely utilize ditch bottom inlets along with roadside swales to collect and convey the stormwater runoff generated within the project limits. SIGMA will analyze the outfall system to Bayou Marcus with ICPR software to determine the affects of connecting the proposed drainage system to the existing system. All drainage systems for the project shall be designed in accordance with Florida Department of Transportation and Escambia County standards and specifications.

Task 402 Engineering Fee = \$11,800.00

Task 403 Bayou Marcus/Millview Drainage Basin Stormwater Masterplan Model Revisions and Analysis

SIGMA will provide the services necessary to incorporate the ICPR inputs from the proposed drainage improvements along 69th Avenue into the existing Bayou Marcus/Millview Drainage Basin Master Stormwater Model. The updated model shall be run for the 25 year design storm event to analuze proposed system performance. Proposed improvements model shall be revised to as required to produce results consistent with or superior to the results predicted for Bayou Marcus/Millview Drainage Basin Stormwater Masterplan recommendations for 69th Avenue Improvements.

Task 403 Engineering Fee = \$12,900.00

Task 404 Drainage Plans

SIGMA will develop a complete set of drainage design drawings consisting of a key sheet, general note sheet, drainage plan/profile sheets, drainage map(s), SWPPP sheets Maintenance of Traffic Plans, Cross-Section Sheets and details sheets to construct a new drainage system for the limits of this project in accordance with the County specifications. The plan set will also include typical plan section and the quantity callouts necessary to mill and resurface 69th Avenue. SIGMA will design the drainage system to minimize impacts to adjoining properties beyond the existing county right-of-way.

Task 404 Engineering Fee = \$23,380.00

Task 405 Stormwater Pollution Prevention Plan (SWPPP)

SIGMA will develop a set of SWPPP plans for this project in accordance with the Florida Department of Environmental Protection (FDEP) and NPDES guidelines.

Task 405 Engineering Fee = \$1,240.00

Task 406 Stormwater Permitting

SIGMA will provide the stormwater permitting services necessary to acquire an Environmental Resource Permit (ERP) permit under the retrofit guidelines for the proposed drainage system. This task also includes the permitting fees associated with this item. If additional stormwater permitting is deemed necessary, the corresponding scope and fee will need to be negotiated.

Task 406 Engineering Fee = \$4,720.00

Task 407 Roadway Cross-Sections

SIGMA will provide the engineering services necessary to generate cross-sections on 100 foot intervals for the limits of the project.

Task 407 Engineering Fee = \$4,930.00

Task 408 Maintenance of Traffic (MOT) Plans

SIGMA will provide the engineering services necessary to generate maintenance of traffic drawings that can be utilized during the course of construction for this project. The project will be split into phases and the appropriate detours, signage and Variable Message Signs (VMS) will be shown on the plan view drawings.

Task 408 Engineering Fee = \$5,040.00

Task 409 Quality Assurance/Quality Control

SIGMA will conduct a thorough QA/QC plan for the duration of the project. A QA/QC will be performed for the 30%, 60%, 90% and Final Drawings submittal. SIGMA will have their subconsultant, Hatch Mott MacDonald, provide a 3rd party review of the Final Construction drawings prior to the plans being advertised for bidding purposes.

Task 409 Engineering Fee = \$8,800.00

Task 410 Property Acquisition Coordination

SIGMA will provide the property acquisition coordination that is necessary for this project. These items include proposed right-of-way maps and existing right-of-way survey data that will be supplied to the county for their use during the acquisition of the right-of-way.

Task 410 Engineering Fee = \$2,840.00

Task 411 Bidding Assistance

SIGMA will provide the coordination necessary to initiate and complete the bidding process. SIGMA will provide the following services to complete this task.

1. Prepare bid documentation in accordance with County specifications.
2. Provide a bid tabulation
3. Coordinate the pre-bid meeting
4. Respond to Requests for Information and issue necessary addendums
5. Coordinate the pre-construction meeting

Task 411 Engineering Fee = \$6,160.00

Task 400 Engineering Fee = \$87,230.00

Task 500 Utility Coordination

SIGMA will review the existing utility data and determine the utilities that will be in conflict with the proposed drainage and roadway improvements. SIGMA will schedule two (2) onsite utility coordination meetings to address any issues that may develop during the construction phase of the project. SIGMA will send all affected utility companies a set of 30%, 60% and 90% design plans and request that they review and mark up the plans in a manner that will identify and locate their utilities. The utility information provided from the County and the utility companies will be incorporated into the roadway plan/profile sheets. At this time, SIGMA will determine if potholing within the project limits is warranted to determine the exact horizontal and vertical locations of utilities. Finally, SIGMA will have a plan-in-hand review with each utility company to verify that the proposed final plans show the most current and up-to-date utility information for the project area.

Task 500 Engineering Fee = \$5,160.00

Task 501 Utility Coordination Potholing (optional services)

SIGMA currently does not anticipate the need for potholing services. If potholing is deemed necessary then the scope and fee will need to be negotiated to reflect the additional services. When the negotiations are complete, then SIGMA will provide the services necessary to provide potholing at six (6) different locations within the limits of the project. The pothole locations will be surveyed and incorporated into the project design.

Task 600 FDOT Coordination

SIGMA will provide the services necessary to initiate and facilitate discussions with FDOT regarding the potential to develop a Joint Partnership Agreement (JPA) between FDOT and Escambia County as a cost savings measure for the interface of the FDOT 3R project along SR 727 that is currently under design by FDOT and the proposed project on 69th Avenue. If a JPA can be negotiated, then SIGMA will coordinate with FDOT to personnel for inclusion of necessary drainage improvements within the SR 727 right-of-way as required to facilitate the connection of proposed improvements associated with the drainage improvements on 69th Avenue.

Task 600 FDOT Coordination Fee = \$10,900.00

Task 700 Geotechnical Investigation

SIGMA will provide the geotechnical engineering services necessary to provide ten (10) soil borings within the project limits. The soil borings will be analyzed to determine the suitability of the existing in-place soils for the proposed storm sewer system and new pavement section. Additional geotechnical services are not anticipated at this time.

Task 700 Geotechnical Investigation Fee = \$3,200.00

Task 701 Geotechnical Investigation (optional services)

SIGMA currently does not anticipate the need for additional geotechnical investigation regarding a stormwater pond. If additional investigation is deemed necessary, then the scope and fee will need to be negotiated to reflect the additional services. When the negotiations are complete, then SIGMA will provide the geotechnical engineering services necessary to permit the proposed stormwater pond in accordance with the Northwest Florida Water Management District's (NFWFMD) Environmental Resource Permitting (ERP) criteria.

Task 800 Environmental Permitting

SIGMA will provide the wetlands delineation and associated permitting required to reconstruct and upgrade the existing outfall located on the north side of Fairfield Drive. This task also includes the permitting fees associated with this item. Additional wetland permitting is not anticipated at this time.

Task 800 Environmental Permitting Fee = \$2,200.00

Task 900 Construction Assistance

SIGMA will provide construction administration and assistance necessary to facilitate the construction of the project. SIGMA will provide the following services on an as-need basis, to complete this task:

1. Prepare final electronic as-built drawings based upon the marked up as-builts received from the contractor.
2. Professional engineering staff will be available for field observations, review and interpretation of contract documents and contractor requests.
3. Coordination between the contractor and County staff
4. Coordinate and attend the Post-Construction meeting

Task 900 Engineering Fee = \$4,200.00

Task 1000 Stormwater Pond Design (optional services)

SIGMA currently does not anticipate the need for additional stormwater pond design. If additional stormwater design is deemed necessary, then the scope and fee will need to be negotiated to reflect the additional services. When the negotiations are complete, then SIGMA will provide the stormwater permitting services necessary to acquire an Environmental Resource Permit (ERP) permit for the proposed drainage system. The additional design will also involve adding one pond design/layout sheet and one (1) detail sheet.

Deliverables:

SIGMA will provide four (4) plan submittals containing the following sheets:

<u>Sheet Description</u>	<u>Sheet Count</u>
Key Sheet	1
General Note Sheet	1
Typical Details	2
Drainage Plan/Profile	20
Roadway Cross-Section (100' intervals)	9
Maintenance of Traffic (MOT) Sheets	4
Drainage Map	2
SWPPP	1
	Total = 40

Submittals:

SIGMA will provide four (4) plan submittals containing the above-referenced drawings. The submittals will be limited to the following items that list as follows:

30% Submittal

- One (1) copy of 11" x 17" drawings ; Scale 1"=40'
- One PDF copy of drawings

60% Submittal

- One (1) copy of 11" x 17" drawings ; Scale 1"=40'
- One (1) PDF copy of drawings
- One (1) copy of construction cost estimate

90% Submittal

- One (1) copy of 11" x 17" drawings ; Scale 1"=40'
- One (1) PDF copy of drawings
- One (1) copy of construction cost estimate

Final Submittal

- 3 copies of 11" x 17" drawings ; Scale 1"=40'
- One (1) CD copy of ACAD drawing files
- One (1) PDF copy of drawings
- One (1) copy of geotechnical investigation
- One (1) copy of drainage documentation
- One (1) copy of project bid tabulation
- Five (5) certified copies of Topographical Survey

EXHIBIT 'C'

ENGINEERING SERVICES FOR DRAINAGE IMPROVEMENTS TO 69th Avenue North Drainage Improvement Project Manhour Estimate

Updated : March 19, 2012

	Sheet Description	Sheet Count	Survey			Engineering			\$
			Field Crew (hours)	CADD (hours)	Professional Land Surveyor	Engineer (hours)	CADD (hours)	Sr. Engr. (hours)	
1	Task 100 : Survey (lump sum)	0	0	0	0				\$19,250.00
	Task 101 : Topographic and Apparent ROW Survey								
	Task 102 : ROW and Stormwater Easement Acquisition								
2	Task 200 : Existing Storm Sewer Analysis and Plan Review								
	Task 201: Field Investigations					16	8	12	\$3,240.00
	Task 202 : Existing Drainage System Review					16	8	8	\$2,800.00
	Task 203 : Existing Plan Review					16	8	12	\$3,240.00
3	Task 300 : Public Involvement (optional services)					16	8	8	\$2,800.00
4	Task 400 : Drainage Design								
	Task 401 : Project Coordination					12	0	40	\$5,420.00
	Task 402 : Drainage Analysis	2				80	40	20	\$11,800.00
	Task 403 : Bayou Marcus/Millview Master Stormwater Plan Revisions					0	0	0	\$12,900.00
	Task 404 : Drainage Plans	20				100	200	8	\$23,380.00
	Task 405 : Stormwater Pollution Prevention Plan (SWPPP)	1				8	8	0	\$1,240.00
	Task 406: Stormwater Permitting					32	16	8	\$4,720.00
	Task 407 : Roadway Cross-Sections	9				18	36	8	\$4,930.00
	Task 408 : MOT Plans	4				24	24	12	\$5,040.00
	Task 409 : Quality Assurance/Quality Control					0	0	80	\$8,800.00
	Task 410 : Property Acquisition Coordination					8	12	12	\$2,840.00
	Task 411 : Bidding Assistance					24	40	12	\$6,160.00
5	Task 500 : Utility Coordination					24	32	8	\$5,160.00
	Task 501 : Utility Potholing (Optional Services)								
6	Task 600 : FDOT Coordination					60	20	40	\$10,900.00
7	Task 700 : Geotechnical Investigation								\$3,200.00
	Task 701 : Geotechnical Investigation (optional services)								
8	Task 800 : Environmental Permitting								\$2,200.00
9	Task 900 : Construction Assistance					24	12	12	\$4,200.00
10	Task 1000 : Stormwater Pond Design (optional services)								
	Total=	36	0	0	0	478	472	300	
	Hourly Rate	Hourly rates=	\$85.00	\$50.00	\$85.00	\$85.00	\$70.00	\$110.00	
	Totals	Total=	\$ -	\$ -	\$ -	\$ 40,630.00	\$ 33,040.00	\$ 33,000.00	\$144,220.00

Engineering Fee=	\$116,770.00
Surveying Fee=	\$19,250.00
Geotechnical Investigation Fee=	\$3,200.00
Environmental Permitting Fee=	\$2,200.00
Optional Services Total =	\$2,800.00
Total =	\$144,220.00



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2356

County Administrator's Report 14. 9.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 04/05/2012

Issue: Purchase of Two Ford F-250 Pick-Up Trucks

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning the Purchase of Two Ford F-250 Pick-Up Trucks - Amy Lovoy
Management and Budget Services Department Director

That the Board authorize the County to piggyback off the State of Florida Term Contract #071-000-12-1, in accordance with Escambia County Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications; Exemptions; and Section 46-44, Board approval, and award a Purchase Order for two Ford F-250 Pick-Up Trucks, PD11-12.026, to Hub City Ford Mercury, Inc., in the amount of \$58,938.80, for the Parks and Recreation Department.

[Funding: Fund 352, LOST III, Cost Center 350229, Object Code 56401, Project Number 08PR0068]

BACKGROUND:

The two new pick-up trucks replace P/N 47317 and P/N 47318 which will be surplus.

BUDGETARY IMPACT:

[Funding: Fund 352 LOST III, Cost Center 350229, Object Code 56401, Project Number 08PR0068]

LEGAL CONSIDERATIONS/SIGN-OFF:

NA

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

This Purchase is in accordance with Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications; Exemptions; and Section 46-64, Board approval.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the purchase order.





BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2359

County Administrator's Report 14. 10.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 04/05/2012

Issue: Multi-year Lease for Election Systems

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning a Multi-Year Lease of Elections System and Software, LLC, AutoMARK Voter Assist Terminals, Election Ballot Printing Services and Related Systems - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the multi-year lease (rental) of Elections System and Software, LLC, AutoMARK Voter Assist Terminals, election ballot printing services and related systems:

- A. Find that pursuant to Sections 101.293(1)(b), Florida Statutes, that "a single source" is available to the County from which to lease such compatible voting system meeting the standards for voting systems in Section 101.56062, Florida Statutes, currently used in Escambia County; and
- B. Approve the five-year Lease Agreement between Elections Systems and Software, LLC, and Escambia County for an annual amount of \$49,000; and
- C. Authorize the Chairman to execute the Agreement.

[Funding: Fund 352, LOST III, Cost Center 110267, Object Code 56401, Project #08PF0028]

BACKGROUND:

Escambia County currently uses DRE voting machines, commonly referred to as touch screens, to meet the needs of persons with disabilities at all polling locations. These DRE's were purchased in 2005. Newer technology is available to better serve the disability community ensuring that all voters utilize optical scan voting equipment for elections.

Currently, there is only a single, certified source, Elections Systems and Software, LLC under Florida Statutes Section 101.293 from which such suitable equipment may be obtained to integrate into the County's existing voting system.

The optical scan voting system uses paper ballots produced by certified printing companies. Election Systems and Software, LLC currently serves as the certified vendor for ballot printing services. This agreement would lock in the per ballot price for printing of Election Day ballots.

BUDGETARY IMPACT:

Funds are available in Fund 352, LOST III, Cost Center 110267, Object Code 56401, Project #08PF0028

LEGAL CONSIDERATIONS/SIGN-OFF:

The document has been reviewed and approved by the County Attorney's office.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

County ordinance provides for Board approval for all multi-year leases agreements.

IMPLEMENTATION/COORDINATION:

Upon approval by the Board of County Commissioners, purchase orders will be issued by the Office of Purchasing.

Attachments

agreement

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: Rental of Equipment & Sale of Services

Date: 03/12/2012

Date due for placement on agenda: _____

Requested by David H. Stafford

Phone Number: 850-595-3900



(LEGAL DEPARTMENT USE ONLY)

Legal Review by 

Date Received: MAR 12, 2012

Approved as to form and legal sufficiency.

Not approved.

Make subject to legal signoff.

Additional comments:

COUNTY ATTORNEYS
OFFICE
2012 MAR 12 PM 9 38
RECEIVED

**RENTAL OF EQUIPMENT, SALE OF SERVICES AND LICENSE OF SOFTWARE
GENERAL TERMS**

1. Description of Rental Equipment, Software and Services. The following constitutes all Rental Equipment, Software and Services to be provided by ES&S to Customer under this Agreement:

QUANTITY	MODEL	RENTAL EQUIPMENT DESCRIPTION	Annual Unit Fee	Total Annual Fee
ES&S Equipment Rental:				
100	AutoMARK	AutoMARK Voter Assist Terminal	\$490.00	\$49,000.00
100	AutoMARK	AutoMARK Voter Assist Terminal Firmware	Included	Included
ES&S Software Rental:				
1	Unity	AutoMARK Information Management Software (AIMS)	Included	Included
ES&S Services:				
1		Regional Training – Equipment Operations	Included	Included
100		AutoMARK Routine Maintenance Services (See Section 4.a for Details)	Included	Included
Total Annual Payments For Equipment and Services:				\$49,000.00
Ballot Printing and AutoMARK Programming and Voice File Services:				
TBD		Ballot Printing Services (14" & 17" Ballots)	\$0.31	TBD
TBD		Ballot Printing Services (19" Ballots)	\$0.33	TBD
Total Payments for Ballot Printing & AutoMARK Programming & Voice File Services:				TBD

Payment Terms:

\$49,000.00 Due March 31, 2012 for the Rental Period April 1, 2012 through December 31, 2012.
 \$49,000.00 Due December 1, 2012 for the Rental Period January 1, 2013 through December 31, 2013.
 \$49,000.00 Due December 1, 2013 for the Rental Period January 1, 2014 through December 31, 2014.
 \$49,000.00 Due December 1, 2014 for the Rental Period January 1, 2015 through December 31, 2015.
 \$49,000.00 Due December 1, 2015 for the Rental Period January 1, 2016 through December 31, 2016.

Ballot Printing Services will be invoiced as Services are provided. 100% of invoice total due within 30 calendar days of invoice date.

Delays in payment due to no fault of ES&S will be subject to interest charges in the maximum amount permitted by the Local Government Prompt Payment Act, part VII of Chapter 218, Florida Statutes.

2. Description of Services.

- a. Installation. Section 1 specifies the items of Rental Equipment or Software, if any, which ES&S' employees, agents or authorized representatives ("Representatives") will install at Customer's designated site. Customer shall pay ES&S a fee for such installation services at ES&S's then-applicable rates for such services. Customer will provide, at its own expense, a site adequate in space and design for installation and operation of the Rental Equipment and Software. Customer shall be responsible for providing a site that is temperature and humidity controlled, has all necessary electric current outlets, circuits, and wiring for the Rental Equipment and Software, and has electric current of sufficient quality and quantity to operate the Rental Equipment and Software, all as specified in the Rental Equipment Documentation or the Software Documentation (as each is defined below) (collectively the "Documentation"). ES&S may, but shall not be required to, inspect the site and advise on its acceptability before

any Rental Equipment or Software is installed. Customer shall be responsible for installing all items of Rental Equipment or Software not installed by ES&S, in accordance with the instructions furnished in the Documentation. ES&S shall have no liability for actual site preparation or for any costs, damages or claims arising out of the installation of any Rental Equipment or Software by Customer.

- b. Additional Professional Services. If requested in writing by Customer, ES&S will provide additional Professional Services support to Customer at ES&S's then-applicable rates for such services.

TERMS AND CONDITIONS RELATING TO RENTAL EQUIPMENT

3. Items Included in Rental Equipment. In addition to the Rental Equipment, ES&S will also provide Customer with copies of operating instructions, user manuals and training materials for the Rental Equipment ("Rental Equipment Documentation").
4. Maintenance Services. During the Rental Term (as defined below), ES&S shall provide the following Hardware Maintenance Services to the Customer under this Agreement for the Rental Equipment listed in Section 1 (the "Products"). The Hardware Maintenance Services shall be subject to the following terms and conditions:

a. Routine Maintenance Services. An ES&S Representative shall provide such services as may be necessary to keep the Products in Normal Working Condition ("Routine Maintenance Services") once each **Twenty-Four Months** during the Rental Term. Generally, Routine Maintenance Services shall include cleaning, lubrication, diagnostic check, and calibration services. The Routine Maintenance Services shall not include the repair or replacement of any ES&S Equipment components that are consumed in the normal course of operating the Equipment, including, but not limited to, paper rolls, batteries, removable media storage devices, PCMCIA cards, ink pads, ink cartridges or marking devices. Customer may request that Routine Maintenance Services be performed more than once during the Initial Maintenance Term or any Renewal Period. Any such request shall be made at least sixty (60) days before the Routine Maintenance Services are desired. The per-unit fee for such additional Routine Maintenance Services shall be at ES&S's then-applicable rates for such services and shall be due within thirty (30) days after invoice date. ES&S will schedule the Routine Maintenance Services with Customer. The Routine Maintenance Services will be provided at Customer's Designated Location. Customer's "Designated Location" shall mean Customer's owned or leased facility at which Customer desires ES&S to perform the Hardware Maintenance Services. Customer acknowledges and agrees that the performance of Routine Maintenance Services for Product(s) identified in Section 1 as "depot repair only" shall only be provided pursuant to Section 4(b) below.

b. Repair Services.

i. Defects Under Normal Use and Service. If a defect or malfunction occurs in any Product while it is under normal use and service, Customer shall promptly notify ES&S, and ES&S shall use reasonable efforts to restore the item to the ordinary purpose for which it is to be used, normal wear and tear excepted ("Normal Working Condition"), as soon as practicable. The services provided by ES&S pursuant to this Subsection 4(b)(i) are referred to herein as "Repair Services". ES&S will perform Repair Services in conjunction with a preventative maintenance event as follows:

a) Repair Services for Products covered under this Agreement will be performed at Customer's Designated Location.

ii. Defects Due to Customer Actions or Omissions. If a defect or malfunction occurs in any Product as a result of (1) repairs, changes, modifications or alterations not authorized or approved by ES&S, (2) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S or (3) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, flooding, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations, and utility or communication interruptions, rodent infestation, or if Customer does not notify ES&S within 24 hours after it knows of the defect or malfunction or is otherwise not in compliance with its obligations hereunder, Customer shall pay ES&S for the Repair Services at ES&S' then-current rates, as well as for the cost of all parts used in connection with such Repair Services.

iii. Timing. The date(s) on which any Repair Services shall be provided shall be mutually agreed upon by ES&S and Customer. If Customer requires ES&S to provide "emergency" Repair Services (which shall be defined as Repair Services that are provided within 48 hours after Customer notifies ES&S of the need therefor), and such emergency Repair Services are not needed as a result of an action, error or omission by ES&S, Customer shall pay a surcharge at ES&S's then-applicable rates for such services and shall be due within thirty (30) days after invoice date.

iv. Replacement Unit. In the event that ES&S is unable to repair any Product in order to return it to Normal Working Condition as set forth herein, ES&S may, in its sole discretion, provide the Customer with a replacement unit for use during the Rental Term. . If the replacement of any Product is as a result of actions or omissions of the Customer pursuant to Subsection 4(c)(ii) above, Customer shall pay ES&S for the use of the replacement unit at ES&S' then-current rates including the cost of shipping.

c. Exclusions. ES&S has no obligation under this Agreement to (i) assume the obligations under any existing or expired warranty for a Third Party Item; (ii) repair or replace Product components that are consumed in the normal course of operating the Product, including, but not limited to, paper rolls, batteries, removable media storage devices, PCMCIA cards, ink pads, ink cartridges or marking devices, or (iii) repair any Product from which the serial number has been removed or altered. In addition, ES&S may, at any time in its discretion, determine that any Product is no longer fit for Hardware Maintenance Services because it is in such poor condition that it cannot practically be restored to Normal Working Condition, or cannot be restored to Normal Working Condition at an expense that is less than the then-current value of the Product. If such a determination is made, ES&S shall no longer be required to provide Hardware Maintenance Services for such Product and shall provide the Customer with a replacement unit to be used for the duration of the Rental Term.

d. Sole Provider; Access. Customer shall not permit any individual other than an ES&S Representative to provide maintenance or repairs with respect to the Products during the Rental Term. Customer shall provide ES&S Representatives with all information necessary to enable them to provide Hardware Maintenance Services. Customer shall likewise provide full access to the Products and adequate working space for all Hardware Maintenance Services performed at its Designated Location, including sufficient heat, lights, ventilation, electric current and outlets.

e. Storage. When not in use, Products should be stored in a clean, secure environment. During operation of the Products, the facility temperature range should be 50° to 104° and the moisture range should be 10% to 50% relative humidity.

5. Rental Payments. The rental payment for each item included in the Rental Equipment for the Rental Term (defined below) is set forth in Section 1 above, and the total amount thereof shall be paid in accordance with the terms of Section 1. Customer shall notify ES&S if it desires to rent additional items of Rental Equipment. If ES&S agrees to rent such items to Customer, the parties shall amend Section 1 of this Agreement to include such items within the definition of "Rental Equipment" and Customer shall pay to ES&S rental payments for each such item at ES&S's then-current rental rates.

6. Rental Term. The period during which Customer shall rent the Rental Equipment from ES&S shall be in effect from **April 1, 2012 through December 31, 2016**, unless earlier terminated pursuant to this Agreement (the "Rental Term"). Upon written agreement between the parties this Agreement may be renewed for an additional period under terms, conditions and pricing mutually agreed upon by the parties. The Rental Term shall terminate upon the first to occur of (i) the date on which the Rental Equipment set forth herein is no longer certified for use in elections in the State of Florida or any other breach of any provision herein applicable to the Rental Equipment which has not been cured by the breaching party within thirty (30) days after it receives written notice of the breach from the nonbreaching party (except a breach as provided in (iii) below which will require no notice) or; (ii) Customer providing thirty (30) days' prior written notice to ES&S of its desire to terminate the Rental Term; subject to the terms set forth herein; or (iii) Customer's failure to make any rental payment due hereunder within sixty (60) days after it is due. Further, in the event of a termination by Customer in accordance with Section 6(ii) above, Customer acknowledges and agrees that ES&S' fees for the Rental Equipment, Software and services as set forth in Section 1 are based upon (a) a contractual commitment by Customer to rent the equipment, license the software and purchase the services for a period of at least five (5) years, (b) ES&S' allocation of equipment and software to be provided to Customer during the Rental Term as well as its dedication of sufficient resources during the Rental Term to perform such services and provide associated prioritization of Customer in its service deliveries, and (c) the descriptions of such equipment, software and services in Section 1. In the event that Customer changes its commitment to a period of less than five (5) years for any reason other than a termination for cause pursuant to Section 6(i) of this Agreement, Customer hereby agrees to pay within thirty (30) calendar days after the effective date of such termination a balance due charge that consists of the difference between ES&S's then current fees for the rental of equipment, license of software, Routine Maintenance Services, Ballot Printing Services, Coding Services and Voice File Services for all Elections up to the date of early termination and the fees for such services set forth in Section 1. Notwithstanding the foregoing, in the event Customer, during the Rental Term, executes a definitive purchase agreement with ES&S for the purchase of an ES&S voting system to replace the Rental Equipment set forth herein, Customer may terminate this Agreement by providing thirty (30) days prior written notice to ES&S and Customer shall not be subject to the payments set forth in the preceding sentence. No later than ten (10) calendar days following the termination of the Rental Term, Customer shall release the Rental Equipment to ES&S at its own expense and in the same operation, order, repair, condition and appearance as when received, subject to normal wear and tear. In the event Customer fails to release the Rental Equipment to ES&S no later than ten (10) calendar days following the termination of the Rental Term, Customer shall pay to ES&S a late return charge in the amount of \$500.00 per calendar day until the Rental Equipment is returned to ES&S in accordance herewith.

TERMS AND CONDITIONS RELATING TO SOFTWARE

7. **Grant of License.**
- a. **In General.** ES&S hereby grants to Customer a nonexclusive and nontransferable license during the Rental Term for its bona fide full-time employees to Use (defined below) the ES&S Software and ES&S Software Documentation designated in Section 1.
- b. **Definition of Use.** For purposes of this Agreement, the term "Use" shall mean the right to copy or utilize all or any portion of the instructions or data of the ES&S Software from tangible media supplied by ES&S ("Tangible Media"). The ES&S Software may be used only for internal purposes and shall not be used by, for, or on behalf of, third parties. "Use" shall also mean the right to retain and consult the ES&S Software Documentation. Customer's right to Use the ES&S Software and the ES&S Software Documentation shall not include the right to do any of the following:
- i. Copy, in whole or in part, any ES&S Software (except for backup and archive purposes and provided that no more than one copy may be in existence at any one time for such purposes), any Tangible Media or any ES&S Software Documentation;
 - ii. Reverse engineer, decompile, disassemble, re-engineer or otherwise create or attempt to create or permit, allow or assist others to create the source code of the ES&S Software or the structural framework of the ES&S Software;
 - iii. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the ES&S Software or the ES&S Software Documentation, in whole or in part, to or by any third party without Licensor's prior written consent;
 - iv. Modify, enhance or otherwise change the ES&S Software;
 - v. Use the ES&S Software except as specified in the ES&S Software Documentation or as otherwise authorized by ES&S in writing; or
 - vi. Use the ES&S Software on more items of Designated Equipment unless authorized in writing by ES&S.
8. **Fees.** The license fees for the ES&S Software and the ES&S Software Documentation (collectively the "Licensed Items") for the Rental Term are set forth in Section 1 above and shall be paid in accordance with the terms of Section 1.
9. **Term; Termination.** The license granted herein shall become effective on the date the ES&S Software is installed by Customer (the "Start Date") and shall remain in force during the Rental Term. Upon termination of the license, Customer shall immediately return the ES&S Software and any other Confidential Information in its possession or under its control (including any and all copies) to ES&S. Termination of the license pursuant to this provision is in addition to any other remedies available to ES&S at law or in equity.
10. **Title; Copyright Notice.** Customer acknowledges and agrees that: (a) all right, title and interest in and to the ES&S Software, the ES&S Software Documentation and the Tangible Media is owned by ES&S, and Customer has only a limited license to Use such items during the Software License Term. Customer agrees not to challenge ES&S's right, title and interest in and to the ES&S Software, the ES&S Software Documentation or the Tangible Media and to notify ES&S immediately if it becomes aware of any such challenge. Customer shall include the copyright and proprietary rights notices which are set forth on each item of Tangible Media on any copies of the Software which are made from such item of Tangible Media. Likewise, Customer shall include the copyright and proprietary rights notices which are set forth on each item of Documentation on any copies thereof.
11. **Export.** Customer acknowledges that the laws and regulations of the United States may restrict the export of certain commodities and technical data of United States origin, including the Software, in any medium. Customer agrees that it shall not export the Software or the Documentation in any form without the appropriate United States and foreign government licenses. Licensee further agrees that its obligations pursuant to this Section 11 shall survive and continue after the termination of this Agreement.

TERMS AND CONDITIONS RELATING TO RENTAL EQUIPMENT AND SOFTWARE

12. **Limitation on Liability.** ES&S' total liability to Customer for any losses, damages, costs or expenses of any nature, whether direct or indirect, arising from or relating to ES&S' performance of this Agreement or the products or services provided by ES&S hereunder, shall be limited to the aggregate amount paid by Customer to ES&S for the product(s) or services(s) that caused the losses or damages or are the subject matter of the claim or cause of action. By entering into this Agreement, Customer agrees to accept responsibility for (i) the selection of the Rental Equipment and Software to achieve Customer's intended results; (ii) the use (Use) of the Rental Equipment and Software; (c) the results obtained from the use of the Rental Equipment and Software; and (d) the selection of, use of and results obtained from any equipment, software or services not provided by ES&S and used with the Rental Equipment or Software.

13. **Shipment; Title and Risk of Loss.** ES&S will ship the Rental Equipment and Software by common carrier to Customer on a date mutually agreed upon by ES&S and Customer, and risk of loss with respect to the Rental Equipment and Software shall pass to Customer when such items are delivered to Customer's place of business. Title to the Rental Equipment shall remain in ES&S. ES&S shall also bear the risk of loss with respect to the Rental Equipment (except that Customer shall bear the risk of loss with respect to, or damage to, the Rental Equipment which is caused by fire, the elements, theft, vandalism, negligent or intentional acts of Customer's employees or other events which are within the control of Customer). During the period in which this Agreement is in effect, Customer shall, at its sole expense, maintain the Rental Equipment in good operating condition and repair and protect the Rental Equipment from deterioration other than normal wear and tear and shall procure and maintain insurance on the Rental Equipment to adequately insure the risks of loss for which Customer is responsible hereunder. Upon request, Customer shall provide ES&S with copies of any and all policies procured and maintained by Customer insuring Customer's risks of loss hereunder. Customer shall not use the Rental Equipment for any purpose other than those for which it was designed and shall not, without the prior written consent of ES&S, alter the Rental Equipment or affix to or install on the Rental Equipment any accessory, equipment or device which was not supplied to it by ES&S. Customer shall make the Rental Equipment and any records pertaining thereto available to ES&S during regular business hours for inspection. Customer will not, without the prior written consent of ES&S and subject to such conditions as ES&S may impose for its protection, affix any item of Rental Equipment to any real property if, as a result thereof, such item of Rental Equipment will become a fixture under applicable state law.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2288

County Administrator's Report 14. 11.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 04/05/2012

Issue: Change Order 1 to Purchase Order 121041 to NexGen Public Safety Solutions

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning Change Order Number 1 to Purchase Order 121041 to NexGen Public Safety Solutions, LLC. for Public Safety's Ambulance Mapping and Routing Project - Michael D. Weaver, Public Safety Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order for the purchase of docking equipment and installation of fully rugged laptops to ambulances and certain other EMS (Emergency Medical Services) vehicles, and installation and testing of five modems as part of Public Safety's ambulance mapping and routing project:

Department:	Public Safety
Division:	Emergency Medical Services
Type:	Addition
Amount:	\$55,475.55
Vendor:	NexGen Public Safety Solutions, LLC
Project Name:	N/A
Contract:	N/A
PO No.:	121041
CO No.:	1
Original Award Amount:	\$131,724.00
Cumulative Amount of Change Orders through this CO:	\$ 55,475.55
New P.O. Total	\$187,199.55

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

BACKGROUND:

In its meeting held February 16, 2012, the Board authorized the County to piggyback off GSA Contract GS-35F-0143R and awarded a Purchase Order to NexGen Public Safety Solutions LLC, in the amount of \$131,724, for the purchase of 36 fully rugged laptops for EMS vehicles, as part of Public Safety's ambulance mapping and routing project. Purchase Order 121041 was signed by the County Administrator on February 24, 2012, and issued to NexGen. The recommended change order is for purchase of the docking equipment and installation of those laptops to ambulances and certain other EMS vehicles. The change order will also provide for modem installation and testing on five EMS vehicles.

BUDGETARY IMPACT:

Funds for this project are available in Fund 408, Emergency Medical Services, Cost Center 330302, EMS Operations, Object Code 56401, Machinery & Equipment.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchase and Contracts.

IMPLEMENTATION/COORDINATION:

Upon approval of this recommendation, a Change Order will be transmitted to the Office of Purchasing for processing.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2289

County Administrator's Report 14. 12.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 04/05/2012

Issue: Resolution to Approve and Authorize the Chairman to Sign a Lease Agreement between Escambia County and Rebuild Northwest Florida, Inc.

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

Organization: Public Works

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning the Lease of the County-Owned Space at 150 West Maxwell Street, by Rebuild Northwest Florida, Inc. - Joy D. Blackmon, P.E., Public Works Department Director

That the Board adopt a Resolution to approve and authorize the Chairman to sign a Lease Agreement with Rebuild Northwest Florida, Inc., for the property located at 150 West Maxwell Street, Pensacola, Florida, for the term of three years, commencing on April 1, 2012, with two additional two-year terms.

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

On March 26, 2007, the Board approved a Lease Agreement with Rebuild Northwest Florida, Inc., for the County-owned property located at 150 West Maxwell Street. This new Lease will require Rebuild Northwest Florida, Inc., to pay for all utility service charges, including electricity, water, sewer, custodial services, pest control, security, telephone, internet and cable television. Rebuild Northwest Florida, Inc., is a non-profit corporation that provides assistance to individuals in strengthening residential homes to mitigate the potential impact of hurricanes.

BACKGROUND:

On March 26, 2007, the Board approved a lease agreement with Rebuild Northwest Florida, Inc., for the County-owned property located at 150 West Maxwell Street. This new lease will require Rebuild Northwest Florida, Inc., to pay for all utility service charges, including electricity, water, sewer, custodial services, pest control, security, telephone, internet and cable television. Rebuild Northwest Florida is a non-profit corporation that provides assistance to individuals in strengthening residential homes to mitigate the potential impact of hurricanes.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The Lease Agreement was prepared in conjunction with the County Attorney's Office and Facilities Management. The County Attorney's office has approved as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Current Policy requires Board approval for lease agreements involving County-owned property.

IMPLEMENTATION/COORDINATION:

Signatures are required by both parties.

Attachments

Resolution and Lease for Rebuild Northwest Florida, Inc.

RESOLUTION R2012-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AUTHORIZING THE LEASE OF REAL PROPERTY TO REBUILD NORTHWEST FLORIDA, INC.; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Escambia County (County) is the owner of real property (Property) located at 150 West Maxwell Street, Escambia County, Florida; and

WHEREAS, Rebuild Northwest Florida, Inc. (Rebuild) is a non-profit corporation that provides assistance to individuals in strengthening residential homes to mitigate the potential impact of hurricanes; and

WHEREAS, Rebuild has requested that the County lease the Property to Rebuild for use as office space for its hurricane mitigation program; and

WHEREAS, the Board of County Commissioners for Escambia County has determined that the Property is not needed for County purposes and that it is in the best interest of the County to lease the Property to Rebuild under the terms and conditions stated herein; and

WHEREAS, the conveyance is authorized pursuant to Section 125.38, Florida Statutes.

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

- Section 1. The foregoing recitals are true and correct and are incorporated herein by reference.
- Section 2. The Property shall be leased to Rebuild for the annual rent of \$1.00 and otherwise in accordance with the terms and conditions contained in the Lease Agreement between Escambia County and Rebuild Northwest Florida, Inc. attached to this resolution.
- Section 3. This Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this _____ day of _____, 2012.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

By: Wilson B. Robertson, Chairman

By: _____
Deputy Clerk

This document approved as to form and legal sufficiency.

By: *Wilson B. Robertson*
Title: *Aut. County Attorney*
Date: *March 9, 2012*

LEASE AGREEMENT BETWEEN ESCAMBIA COUNTY AND
REBUILD NORTHWEST FLORIDA, INC.

THIS LEASE AGREEMENT is made and entered into this ____ day of _____, 2012 by and between Rebuild Northwest Florida, Inc., a Florida non-profit corporation (“Rebuild”) and Escambia County, a political subdivision of the State of Florida (“County”).

WITNESSETH:

WHEREAS, Escambia County (County) is the owner of real property (Property) located at 150 West Maxwell Street, Escambia County, Florida; and

WHEREAS, Rebuild Northwest Florida, Inc. (Rebuild) is a non-profit corporation that provides assistance to individuals in strengthening residential homes to mitigate the potential impact of hurricanes; and

WHEREAS, Rebuild has requested that the County lease the Property to Rebuild for use as office space for its hurricane mitigation program; and

WHEREAS, the Board of County Commissioners for Escambia County has determined that the Property is not needed for County purposes and that it is in the best interest of the County to lease the Property to Rebuild under the terms and conditions stated herein; and

NOW, THEREFORE, the reasons set forth herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.
2. Property Leased. The County leases to Rebuild property located at 150 West Maxwell Street, Pensacola, Florida, more particularly described in the attached Exhibit A (“Property”).
3. Term. The initial term of the Lease shall be for three (3) years, commencing on _____, 2012 (Effective Date). This Lease may be renewed by Rebuild for two additional two (2) year terms, provided that Rebuild shall deliver to the County written notice of its intent to renew at least thirty (30) days prior to the expiration of the current term.
4. Rent. Rebuild shall pay to the County as rent the sum of One Dollar (\$1.00) per year.
5. Construction of Improvements. No new permanent improvements shall be constructed on the Property unless Rebuild first obtains written authorization from the County. Rebuild shall be responsible for obtaining all permits necessary for any construction or improvements. Upon termination or expiration of this Lease, any such improvements not removed by Rebuild may be disposed of by the County in any manner the County deems appropriate.

6. Maintenance and Utilities. Rebuild shall be responsible for routine maintenance of the Property and for ensuring that the Property is kept in a neat, safe, and orderly condition. The County will provide replacement air filters and light bulbs, exterior landscaping and grounds keeping. Rebuild shall be responsible for all utility service charges, including electricity, water, sewer, custodial services, pest control, security, telephone, internet, and cable television.

7. Repairs. The County shall repair the Property, including the structural elements, roof, doors, windows, electrical system, heating and air conditioning system, plumbing system, painting, carpet or other floor covering, fixtures, and paved elements. The cost of such repairs shall be the responsibility of the County except to the extent that the damage or condition necessitating the repair is the result of the negligent or willful misconduct of Rebuild, its officers, employees, agents, and invitees.

8. Inspection. Rebuild shall regularly inspect the Property and any improvements and promptly correct and/or notify the County, as appropriate, of any situation that would reasonably be perceived to represent a danger or hazard to persons or to the Property. Rebuild accepts the Property "as is" on the Effective Date of this Lease with no warranties regarding suitability of use.

9. Indemnification. Rebuild agrees to hold harmless, pay on behalf of, protect, defend, and indemnify the County, its officers, agents, and employees from and against any demand, claim, suit, loss, expense, or damage which may be asserted against any of them by reason of any alleged damage to property or injury to or death of any person arising out of or in any way related to the use or possession of the Property by Rebuild.

10. Insurance. Rebuild shall provide, at its own expense, insurance to cover any damage sustained by the leased premises or any improvements, whether occasioned by fire, windstorm, flood, or other hazard or casualty, or act of God. The insurance must cover the value of replacement costs for the building.

During the term of the Lease, Rebuild shall procure and maintain general liability insurance with \$1,000,000 per occurrence and aggregate limits, including coverage of bodily injury, broad property damage, operations, products and completed operations, contractual liability covering this agreement and personal injury. All insurance carriers must be rated "A," VII or higher by the most recently published edition of A.M. Best rating guide. Rebuild shall provide thirty (30) days prior written notice to Escambia County before any change in or cancellation of any of the identified coverages.

Escambia County must be provided the certificates of insurance which reflect Escambia County, Post Office Box 1591, Pensacola, Florida 32597-1591, as an "additional insured" and the certificate holder. Certificates must be mailed to Michael Watts, Risk Manager, Post Office Box 1591, Pensacola, Florida 32597-1591. Certificates must reflect a thirty (30) day notice of cancellation and non-renewal clauses. Certificates of insurance will be satisfactory to the County with all succeeding coverages and carriers to be consecutive to prior coverages.

No provision of the Lease can be construed, or in any way is intended to be construed, as a waiver of Escambia County's sovereign immunity or any 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.

Rebuild agrees not to violate, or knowingly or negligently permit or allow to be violated, any condition of any insurance policies required by the Lease. All insurance coverage of Rebuild must be primary to any insurance or self-insurance carried by Escambia County applicable to the Lease. The acceptance by Escambia County of any Certificate of Insurance does not constitute approval or agreement by Escambia County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the Lease.

11. Use of Premises. Rebuild shall use the Property solely as an administrative office for its hurricane mitigation program and for no other purpose.

12. Termination. Either party may terminate this Lease, for cause or convenience, by providing at least thirty (30) days written notice to the other party. Upon termination, Rebuild shall return the Property to the condition that existed on the Effective Date of the Lease.

13. Rent, Notices and Correspondence. Rent, notices and correspondence to the County and Rebuild under this Lease will be addressed to, mailed, or delivered to the following:

COUNTY:

County Administrator or designee
Escambia County, Florida
221 Palafox Place
Pensacola, Florida 32502

REBUILD:

Garrett Walton, President
Rebuild Northwest Florida, Inc.
150 West Maxwell Street
Pensacola, Florida 32501

With a copy of notices and
correspondence to:

County Attorney
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502

Notices will be delivered personally 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 on the next day. Each party may change its address from time to time by written notice to the other as specified above.

14. Right of Entry. The County, its officers, agents, employees, representatives and contractors shall have the right, at all reasonable times, to enter upon the Property for the purpose of inspecting and observing the use of the Property, as long as such inspections and observations do not unreasonably interfere with Rebuild's use of the Property.

15. Compliance with Laws. Rebuild agrees to comply with all federal, state and local laws, ordinances, policies or other governmental regulations applicable to the Property and its proposed use.

16. Entire Agreement. This Lease contains the entire agreement between the parties and supersedes all prior oral and written agreements between them regarding the Property. This Lease may be modified only by an amendment in writing, dated and signed by the County and Rebuild after the date of this Lease. Rebuild 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 this Lease.

17. Assignments and Subleases. This Lease shall not be assigned or subleased.

18. Dispute Resolution. Each party shall bear its own attorneys' fees and costs in connection with any litigation or other dispute resolution proceeding related to this Lease or Rebuild's use of the Property. Venue for any litigation or dispute resolution proceeding shall be in Escambia County, Florida.

19. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

20. Taxes. Rebuild shall be responsible for all taxes and assessments against the Property, improvements, or otherwise arising out of this Lease.

21. Miscellaneous. The captions, headings and paragraph titles in this Lease are for the convenience of reference only, and are not intended in any way to restrict, affect, or interpret the provisions of any paragraph of this Lease. If any provision of this Lease or the its application to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law. The parties agree this Lease shall be construed in accordance with the laws of the State of Florida and shall not be more strictly construed against either party by reason of the fact that one party may have drafted or prepared the Lease.

IN WITNESS WHEREOF, the County and Rebuild have caused this Lease to be executed by their duly authorized representative as of the day and year first above written.

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

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Wilson B. Robertson, Chairman

Deputy Clerk

REBUILD NORTHWEST FLORIDA, INC.

Witness *Ruth N. Spooner*
Print Name RUTH N. SPOONER

Garrett Walton
By: Garrett Walton, President

Witness *Salina Randall*
Print Name Salina Randall

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 5th day of March, 2012, by Garrett Walton as President of Rebuild Northwest Florida, Inc., a Florida non-profit corporation, on behalf of the corporation. He () is personally known to me, or () has produced current _____ as identification.



(Notary Seal)

Sandra C Woodbery
Signature of Notary Public
Sandra C. Woodbery
Printed Name of Notary Public

This document approved as to form and legal sufficiency.

By *[Signature]*
Title Asst. County Attorney
Date March 21, 2012

Attachment A

Lots 1 to 3, inclusive, Block 131, Belmont Numbering, Section 19, Township 2 South, Range 30 West, described according to map of Pensacola, copyrighted by Thomas C. Watson and Co. 1903 and also:

Lots 4, 5, and 6, Block 131 of the Belmont Tract, lying and being in the City of Pensacola, per plat of said City copyrighted by Thomas C. Watson 1906



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2186

County Administrator's Report 14. 13.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 04/05/2012

Issue: Change Order #1 to Purchase Order #120910 to Trane U.S. Inc.

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

Organization: Public Works

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning Change Order #1 to Purchase Order 120910 to Trane U.S., Inc. - Joy D. Blackmon, P.E., Public Works Department Director

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

Department:	Public Works
Division:	Facilities Management/Maintenance
Type:	Addition
Amount:	\$25,857.00
Vendor:	Trane U.S., Inc.
Project Name:	N/A
Contract:	N/A
PO No.:	120910
CO No.:	1
Original Award Amount:	\$49,278.00
Cumulative Amount of Change Orders through this CO:	\$25,857.00
New Contract Total:	\$75,135.00

[Funding Source: Fund 001, General Fund, Cost Center 210606, Facilities Priority One, Object Code 56301, Improvements Other Than Building & 56401 Machinery & Equipment]

The County has invested time and resources for the installation of Heating, Ventilation, and Air Conditioning (HVAC) infrastructure control systems. These systems are known as Direct Digital Control (DDC) building automation systems which are used to monitor, alarm, troubleshoot, and remotely access and control our larger buildings' HVAC systems. These control systems are a proven energy efficiency initiative. Most of our DDC building automation systems are provided by the Trane Company.

A Purchase Order was issued to Trane U.S., Inc., in the amount of \$49,278, for the installation of a DDC system in the Main Jail. This proposed Change Order is to add two more projects to the Purchase Order.

The first project is for the installation of DDC equipment on the HVAC system in the Sheriff's Office Computer Data Center, in the amount of \$3,642.

The second project is for the installation of DDC equipment on the HVAC system in the M.C. Blanchard Judicial Building, in the amount of \$22,215.

BACKGROUND:

The County has invested time and resources for the installation of Heating, Ventilation, and Air Conditioning (HVAC) infrastructure control systems. These systems are known as Direct Digital Control (DDC) building automation systems which are used to monitor, alarm, troubleshoot, and remotely access and control our larger buildings' HVAC systems. These control systems are a proven energy efficiency initiative. Most of our DDC building automation systems are provided by the Trane Company.

A purchase order was issued to Trane in the amount of \$49,278 for the installation of a DDC system in the Main Jail. This proposed Change Order is to add two more projects to the Purchase Order.

The first project is for the installation of DDC equipment on the HVAC system in the Sheriff's Office Computer Data Center in the amount of \$3,642.

The second project is for the installation of DDC equipment on the HVAC system in the M.C. Blanchard Judicial Building in the amount of \$22,215.

BUDGETARY IMPACT:

Funds are available in Fund 001, General Fund, Cost Center 210606 Facilities Priority One, Object Code 56301 Improvements Other Than Building & 56401 Machinery & Equipment.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchase and Contracts.

IMPLEMENTATION/COORDINATION:

Upon approval of this recommendation, a Change Order will be transmitted to the Office of Purchasing for processing.

Attachments

Trane Change Order

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY, FLORIDA
 215 PALAFOX PLACE SECOND FLOOR SUITE 11101
 PO BOX 1591
 PENSACOLA, FL 32501-1591
 (850) 595-4980

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 CLERK OF THE COURT & COMPTROLLER
 HON. ERNIE LEE MAGAHA
 221 PALAFOX PLACE, SUITE 140
 PENSACOLA, FL 32502 5643
 (850) 595-4641

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 310319
 TRANE U.S. INC
 550 E BURBESS RD STE A-2
 ATTN: JOE BRELAND
 PENSACOLA FL 32504

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 FACILITIES MANAGEMENT
 BUILDING MAINTENANCE
 100 EAST BLOUNT STREET
 PENSACOLA FL 32501
 ATTN: DAVID LEWIS 850-554-2700

ORDER DATE: 01 11 12 BUYER: JOSEPH PILLITARY REQ. NO.: 12000995 REQ. DATE: 01/10/12

TERMS: NET 30 DAYS P.O.B.: DISCO: SOLE SOURCE

ITEM	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	JAIL HVAC PNEUMATIC CONTROLS UPGRADE TO EXISTING TRANE DDC SYSTEMS PER ATTACHED SCOPE OF WORK BY SOLE SOURCE VENDOR.	49,278.0000	49,278.00

TYPE	AGENCY	AMOUNT	PROJECT CODE	PAGE TOTAL \$	49,278.00
01	210400	56301		TOTAL \$	49,278.00

APPROVED BY Claudia Simon
 Original Purchase Order



Controls Proposal

Prepared For:
David Lewis, Esc. County Facilities Management

Date: January 24, 2012
Proposal Number: J5-35464-4-R2

Job Name:
Sheriffs Admin Computer Room VAV Terminals
Proposal Date: January 12, 2012

Engineer:

Owner

Delivery Terms:
Freight Allowed and Prepaid - F.O.B. Factory

Payment Terms:
Net 30 Days

Trane U.S. Inc. is pleased to provide the enclosed proposal for your review and approval.

Tag Data - Variable Air Volume Single Duct Terminal Units (Qty: 2)

Item	Tag(s)	Qty	Description	Model Number
A1	SD-VAV	1	Variable Air Volume Single Duct Terminal	VCCF16

Product Data - Variable Air Volume Single Duct Terminal Units

Item: A1 Qty: 1 Tag(s): SD-VAV Includes:

- Single Duct Cooling only; 16" inlet size, 4000 cfm (406mm inlet, 1888 l/s); Foil faced insulation-1" (25 mm)
- Left hand &/or same side connection (control &/or hot water coil)
- Lon VV550 DDC controller with flow tracking control; Standard actuator
- Duct temperature sensor; 120/24 volt transformer;

Tag Data - Integrate VAV Air Terminals with Existing BAS (Qty: 1)

Item	Tag(s)	Qty	Description	Model Number
B1	DDC	1	Integrate VAV Air Terminal with Existing BAS	N/A

Product Data - Integrate VAV Air Terminals with Existing BAS

Item: B1 Qty: 1 Tag(s): DDC

- Provide the VAV Air Terminal listed above to Owner; Owner will provide for installation of unit.
- Provide LON communication cable to Owner for installation of communication wiring from nearest MP581.
- Provide a Zone Sensor for the Supply VAV unit, provide to the Owner for installation.
- Provide Application/Database programming to add the VAVs to the local BCU and Tracer ES systems.
- Provide VAV Graphic for the new VAV Units at the Facilities Tracer ES system and the Site local workstation.
- Provide programming of Supply VAV unit to operate on rise in Computer Room Temperature above setpoint of 76 deg.f. (adj.), and when active, the Owner's Barometric Relief Damper will automatically open as necessary to exhaust air to mitigate pressure of space. Program the necessary alarms and setup remote notification for maintenance personnel.

Total Price\$ 3,642.00

Not Included: All work and materials not described above.

Sincerely,

Sales Support - Trane U.S. Inc.
4932 Tufts Road, Mobile, AL 36619
Phone: (251) 665-2999; Fax: (251) 665-2920

This proposal is subject to your acceptance of the attached Trane terms and conditions.



Controls Proposal

Prepared For:
Escambia County FL Board of Commissioners

Date: February 13, 2012

Proposal Number: J5-42424-1

Job Name:
MC Blanchard Judicial Bldg Web Interface and
Tracer ES Integration

Engineer: N/A

Bid Date: February 13, 2012

Delivery Terms:
Freight Allowed and Prepaid - F.O.B. Factory

Payment Terms:
Net 30 Days

Trane U.S. Inc. dba Trane is pleased to provide the following proposal for your review and approval.

Tag Data – Web-Base System Integration Interface (Qty: 1)

Item	Tag(s)	Qty	Description	Model Number
A1	WEB	1	Web-Base Integration Interface	WEB

Product Data – Web-Base Integration Interface

Item: A1 Qty: 1

We propose to furnish and install a Web-Based System Integration Interface with Graphics, in-kind to the graphics available through the Owner's existing "Signal" software application. The interface will be configured to meet the functional operation as described below. The following details apply:

Notes\Clarifications:

- ... This scope is based on Owner's description of work and the provided graphical screen printouts from the existing "Signal" system and is limited to provision of the system integration panel, capture of the necessary associated points in existing Barber-Colman Control System, and providing the web-based graphics necessary to duplicate the navigational graphics in the existing "Signal" software, less the provision for any graphics or data points integration for the VAV Air Terminal Units
- ... Installation shall be performed during normal business hours
- ... Plenum Installation of the Web-Based Interface will be provided at the third floor mechanical room

EMCS Services include:

- ... System Integration and Programming, Graphics Creation, Startup, and Checkout
- ... Provide Technical Checkout of Web-Based Interface prior to turnover to Owner
- ... Provide (4) hours of training to familiarize Owner with new graphical interface

Web-Based Interface will consist of the following:

- ... BACnet System Integration Controller (JENE) (LAN\Internet accessibility via owner provided TCP/IP service)
- ... Tracer ES BACnet License for integration with the Owner's existing Tracer ES Enterprise Services
- ... The system will reside on Owner's LAN and will be accessible via Standard Web-browser Applications

System Points – Capture of Existing System Points:

- ... (1) Point Integration
 - o Interconnect the (JENE) with the existing Barber-Colman System
 - o Acquire existing database and make appropriate point selections
 - o Create new database in the (JENE) with selective points necessary to replicate the points depicted on provided graphical screen printouts from the existing "Signal" system

System Points – Tracer ES:

- ... (1) Database Creation
 - o Install BACnet License for (JENE) and configure Tracer ES system
 - o Acquire the new database from the (JENE) and program points into Tracer ES
 - o Install Graphics and map points from new database as necessary
 - o Setup the appropriate Alarms and Alarm Routing as necessary

System Graphics – Conversion of Existing Graphics:

- ... (1) Graphics- for all graphics, perform point mapping and setup navigation targets as necessary
 - o Provide (1) Main Menu graphic to enter site and begin graphical navigation
 - o Provide (6) "Key Plan" graphics, (1) per floor for navigation to each section of floorplan
 - o Floorplan Section screens (qty=36) – convert existing graphics
 - o Air Handler screens (10) – convert existing graphics and perform point mapping
 - o Fan Coil screens (4) – convert existing graphics
 - o Chilled/Condenser System screens (15) – convert existing graphics
 - o Hot Water System screens (2) – convert existing graphics
 - o Ancillary Screens – as necessary, create New Dynamic Points screens, in-kind to the existing "Signal" graphic screens for: (1) Alarms/Setpoints, (1) Overrides, (1) Schedules, (2) Miscellaneous, and (1) Energy data points, as are indicated on the graphic printouts provided for the purpose of this scope

Exclusions:

- ... LAN or TCP/IP access for EMCS Web Services, Owner responsible to provide
- ... VAV Air Terminal graphics or database programming of associated points
- ... All Work Not Described Above

Total Price\$ 22,215.00

Sincerely,

Bryce Karcher - Trane U.S. Inc. dba Trane
Earl Hayley – Sales Support
 4932 Tufts Road
 Mobile, AL 36619
 Phone: (251) 665-2999
 Cell:
 Fax: (251) 665-2920

This proposal is subject to your acceptance of the attached Trane terms and conditions.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2325

County Administrator's Report 14. 14.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 04/05/2012

Issue: State of Florida Department of Environmental Protection Recreational Trails Program Fiscal Year 2011-2012 Project Agreement

From: Keith Wilkins, REP, Department Director

Organization: Community & Environment

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning State of Florida Department of Environmental Protection Recreational Trails Program Fiscal Year 2011-2012 Project Agreement - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action concerning an Agreement from the State of Florida Department of Environmental Protection (FDEP) for the development of the Southwest Greenway, Jones Swamp Trail Extension 3 under the Recreational Trails Project Number T11015:

A. Approve the State of Florida Department of Environmental Protection Recreational Trails Program Fiscal Year 2011-2012 Project Agreement between FDEP and Escambia County for the development of the Southwest Greenway, Jones Swamp Trail Extension 3, based upon a FDEP \$200,000 Grant, effective upon execution of the Agreement; and

B. Authorize the Chairman to sign the Agreement and any subsequent Grant-related documents.

[Funding: Fund 110, Other Grants & Projects, new Cost Center, in the amount of \$200,000. Grant match in the amount of \$200,000, from Fund 352, LOST III, Cost Center 220102, NESD Capital Projects and from in-kind services]

BACKGROUND:

In 2006, Escambia County partnered with other state agencies to start acquiring parcels in the Jones Swamp Wetland Preserve as part of the Southwest Escambia Greenway Project. The project goal is to protect and conserve valuable natural resources, connect two ecosystems (the Jones Swamp Wetland Preserve and the Tarklin Bayou State Pitcher Plant Prairie) provide green space, environmental education, and nature based outdoor recreational opportunities for citizens and visitors.

The Southwest Greenway traverses through several unique habitats and will accommodate a variety of diverse outdoor interest, including bird watching, nature viewing, hiking, picnicking, biking and environmental education. This Greenways and Trails grant funding will add to the

existing walking trail, add boardwalk over wetlands, and add a trailhead east of Fairfield Drive in the Jones Swamp Wetland Preserve.

BUDGETARY IMPACT:

Funding is Fund 110, Other Grants & Projects, new cost center, in the amount of \$200,000. Grant match in the amount of \$200,000 from Fund 352, LOST III, Cost Center 220102, NESD Capital Projects and from in-kind services.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Agreement has been reviewed by Kristin Hual, Assistant County Attorney, and found to be in order and legally sufficient.

PERSONNEL:

No additional personnel will be required.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy Section II (A) requires approval of Grants.

IMPLEMENTATION/COORDINATION:

The Community & Environment Department, Water Quality & Land Management Division, will implement the Grant and satisfy the terms of the Agreement.

Attachments

FDEP Agreement

T11015
(RTP Project Number)

T1115
(DEP Project Agreement #)
CFDA # 20.219

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
RECREATIONAL TRAILS PROGRAM
FISCAL YEAR 2011 - 2012
PROJECT AGREEMENT

This project agreement ("Project Agreement") is entered into between the State of Florida Department of Environmental Protection, whose address is 3900 Commonwealth Boulevard, Mail Station 595, Tallahassee, Florida, 32399 (hereinafter referred to as the "Department"), and Escambia County, Florida, whose address is 3363 West Park Place, Pensacola, Florida 32501 (hereinafter referred to as the "Grantee" or "Recipient"), in furtherance of a recreational trail project, Southwest Greenway, Jones Swamp Trail Extension 3 to be described herein. The execution date of this Project Agreement is _____.

WHEREAS, the Department receives funds for the purpose of passing through the agency as grants to other entities in accordance with Chapter 260, Florida Statutes; and,

WHEREAS, the Department receives funds for such grants from the Federal Highway Administration to fund such grants; and,

WHEREAS, the Grantee has proposed and the Department has approved a recreational trail project.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Department and Grantee hereby agree as follows:

1. This Project Agreement shall be effective upon execution of this Project Agreement and end no later than _____, inclusive. The Project Agreement shall be performed pursuant to Chapter 62S-2, F.A.C.; the National Recreational Trails Fund Act of 1991, 23 U.S.C. 206, as amended (hereinafter referred to as "Program"); and in accordance with general provisions for such agreements prescribed by the United States Department of Transportation, Federal Highway Administration (hereinafter referred to as "FHWA") in the FHWA Interim Guidance (hereinafter referred to as "Guidance") and the State of Florida Department of Transportation's Project Development & Environment Manual, (hereinafter referred to as the "FDOT PD&E Manual"). The Grantee shall comply with all applicable state and federal laws and regulations, including the National Environmental Policy Act, the implementing regulations contained in the Code of Federal Regulations, specifically 23 CFR Part 771, and the Federal-Aid Policy Guide referred to in the Guidance. The Grantee agrees to become familiar with and comply with all provisions of Chapter 62S-2, F.A.C. and the Guidance which are utilized to comply with many of the aforementioned rules and regulations. Chapter

62S-2, F.A.C. and the Guidance are incorporated into this Project Agreement by reference as if fully set forth herein. In the event a dispute arises between the parties concerning the intent of any language contained in this Project Agreement, the same shall be resolved by the adoption of that meaning which furthers the intent and purpose of the above referenced Acts of Congress and the general provisions governing this Project Agreement. No construction performed under this Project Agreement shall be contrary to the requirements of the Acts of Congress or of the regulations of the FHWA.

2. By acceptance of the Program grant, the Grantee agrees to comply with the requirements of Title VI of the Civil Rights Act of 1964; the Architectural Barriers Act of 1968; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Drug-Free Workplace Act of 1988; the Americans With Disabilities Act of 1990; 31 U.S.C. 1352, regarding limitations on use of appropriated funds to lobby or otherwise influence federal contracting and financial transactions; Executive Order 12549, regarding federal debarment and suspension of contractors; Section 8136 of the Department of Defense Appropriations Act, which requires inclusion of the federal funding amount and the percentage of the total project that amount represents in all public notices and documents describing the Project; and, Section 623 of the Treasury, Postal Service and General Government Appropriations Act of 1990, regarding public notice of federal funding in solicitations for goods and services for projects with an aggregate value of \$500,000.00 or more. It is the intention of the parties hereto that none of the provisions of Section 163.01, Florida Statutes, shall apply to this Project Agreement.
3. The Department has found that mixed-use non-motorized recreational trail is the primary purpose of the project known as Southwest Greenway, Jones Swamp Trail Extension 3, RTP Project Number T11015, (hereinafter referred to as "Project"), and enters into this Project Agreement with the Grantee for development of recreational trail facilities and improvements on real property controlled by the Grantee through ownership or other interest. The legal description and approved method of site control of said real property are set forth in full in the Project application. **Attachment A, Grant Work Plan**, attached hereto and made a part hereof, includes a description of the Project, detailed budget, and anticipated deliverables. Any revisions to Attachment A must be formally requested by the Grantee and if agreed upon by the Department, the modifications will be reduced to writing in an amendment to this Project Agreement.
4. Prior to commencement of the Project, the Grantee shall submit for Department approval the documentation described in the FDOT PD&E Manual, as provided in the PD&E Data Survey. The Project may not commence until completion of the Project Development & Environment Process, an environmental determination is made by FHWA, the determination is accepted by the Department and approved by FHWA, and the Department notifies the Grantee in writing that construction of the Project may commence.

5. The Grantee shall construct, or cause the construction of, specified recreational trail facilities and improvements, (hereinafter referred to as "Project Elements"), upon the real property identified in the approved Project application. The following shall be considered the Project Elements, which may be modified by the Department upon a showing of good cause, and that the spirit and intent of the Project is maintained: construct - 0.5 miles, 10 foot wide, natural surface hiking trail, 0.5 miles boardwalk, one trailhead with parking, educational signs; renovate - 1 mile, 12 foot wide natural surface hiking trail; related support facilities. Any revisions to the Project Elements must be formally requested by the Grantee and, if agreed upon by the Department, the modifications will be reduced to writing in an amendment to this Project Agreement.
6. The Project Elements identified in Paragraph 5 above shall be designed and constructed substantially in accordance with the conceptual site development plan contained in the approved Project application and Attachment A. Project Elements shall be attractive for public use, and generally consistent and compatible with the environment. Plans and specifications for Project Elements shall be in accord with current and established engineering and architectural practices. Emphasis should be given to the health and safety of users, accessibility to the general public, and the protection of the recreation and natural values of the area. Any and all utility lines installed within the Project shall be placed underground. The Grantee shall have the Project Site plan (site engineering and architectural) prepared by an architect or engineer licensed by the State of Florida.
7. The Grantee shall complete all Project construction no later than two (2) years from the effective date of this Project Agreement.
8. Within forty-five (45) days of completion of the Project and prior to release of the final payment, the Grantee shall submit for Department staff approval the documentation described in Chapter 62S-2, F.A.C. and included in the Program Completion Packet received by the Grantee.
9. Execution of this Project Agreement does not relieve the Grantee of the responsibility to comply with all applicable federal, state, county, or municipal laws, ordinances or rules; nor is the Grantee relieved of the responsibility to obtain any permits, management agreements, leases or other authorization required by the Department or any federal, state, county or municipal agency for acquisition or development of the Project Site.
10. A. As consideration for the services rendered by the Grantee under the terms of this Project Agreement, the Department shall pay the Grantee on a cost reimbursement basis in an amount not to exceed **\$200,000** toward the total project cost described in the approved Project application and Attachment A.

Program fund limits are based upon the following:

Total Grantee Amount	<u>\$200,000</u>	(paid by the Department)
Grantee Match Amount	<u>\$200,000</u>	(paid by the Grantee)
Total Project Cost	<u>\$400,000</u>	

Type of Match Cash and/or In-Kind Services

It is understood that if the total Project cost exceeds the amounts shown above, it is the Grantee's responsibility to provide the funds necessary to complete the project.

- C. Travel expenses will not be reimbursed under the terms and conditions of this Project Agreement.
- D. The Grantee may submit payment requests upon completion of Project deliverables as identified in Attachment A. Program funds shall be released by the Department, upon submittal of a payment request from the Grantee's duly authorized Grant Manager and upon compliance with this Project Agreement, as set forth herein. The Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to this Project Agreement pursuant to state and federal guidelines (including cost allocation guidelines), as appropriate. This information when requested must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). All bills for amounts due under this Project Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. State guidelines for allowable costs can be found in the State of Florida Department of Financial Services' Reference Guide for State Expenditures at <http://www.fldfs.com/aadir/reference%5Fguide>, allowable costs for Federal Programs can be found under 48 CFR Part 31 and Appendix E of 45 CFR Part 74, at <http://www.access.gpo.gov/nara/cfr/cfr-table-search.html> and OMB Circulars A-87 (2 C.F.R., Part 225), A-122 (2 C.F.R., Part 230), A-21 (2 C.F.R., Part 220); and administrative requirements can be found in OMB Circulars A-102 and A-110 (2 C.F.R., Part 215) at <http://www.whitehouse.gov/omb/circulars/index.html#numerical>.
- E. The Grantee must provide from its accounting system, a list of expenditures charged against this Project Agreement. The listing shall include, at a minimum, a description of the goods or services purchased, date of the transaction, voucher number, amount paid and vendor name. Allowable costs will be determined in accordance with the cost principles applicable to the organization incurring the costs. The Grantee must also adhere to the State of Florida Department of Environmental Protection, Office of Greenways and Trails' Grant Accountability Procedures and Guidance

("Accountability Procedures") (reviewed and approved by the Federal Highway Administration), which are incorporated by reference, and were included in the commencement documentation. For purposes of this Project Agreement, the following federal cost principles are incorporated by reference.

Organization Type	Applicable Cost Principles
State, local or Indian tribal government.	OMB Circular A-87 (2 C.F.R., Part 225)
Private non-profit organization other than an (1) institution of higher education, (2) hospital, or (3) organization named in OMB Circular A-122 as not subject to that circular.	OMB Circular A-122 (2 C.F.R., Part 230)
Education Institutions	OMB Circular A-21 (2 C.F.R., Part 220)
For-profit organization other than a hospital and an organization named in OMB A-122 as not subject to that circular.	48 CFR Part 31, Contract Cost Principles and Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal agency.

- F. The Department's Grant Manager shall, within sixty (60) days after receipt of a complete payment request, review the submitted documentation and Project work accomplished to date, and, if complete pursuant to requirements of this Project Agreement, approve the request for payment.
- G. The Department shall reimburse the Grantee up to ninety (90) percent of the total amount of funding under this Project Agreement. Final payment of the remaining ten (10) percent will be retained until the Project has been completed and approved by the Department. Upon completion of the Project and prior to release of the final payment, the Grantee shall submit all documentation described in the Recreational Trails Program Project Completion Documentation Form OGT-13, included in the Program Completion Packet received by the Grantee. A final payment request must be submitted to the Department no later than _____, to assure the availability of funds for payment. Each payment request submitted shall document all matching funds and/or match efforts (i.e. in-kind services) provided during the period covered by each request. The final payment will not be processed until the match requirement has been met.)

11. The Department and the Grantee fully understand and agree that there shall be no reimbursement of funds by the Department for any obligation or expenditure made prior to the execution of this Project Agreement with the exception of \$0 for planning, permitting, or design performed on or after August 3, 2011.
12. The Grantee shall adhere to the State of Florida Department of Environmental Protection, Office of Greenways and Trails' Accountability Procedures, incorporated into this Project Agreement by reference as if fully set forth herein. The Accountability Procedures establish uniform guidelines and procedures to be utilized by the Department and the Grantee in accounting for grant funds disbursed under the Program and sets forth principles for determining eligible costs, supporting documentation and minimum reporting requirements. Expenses, representing the grant amount and the required match, shall be reported to the Department and summarized on certification forms referenced in Chapter 62S-2, F.A.C. The Grantee shall maintain books, records and documents directly pertinent to performance under this Project Agreement in accordance with generally accepted accounting principles consistently applied. The Department, the state, or their authorized representatives shall have access to such records for audit purposes during the term of this Project Agreement and for five (5) years following Project Agreement completion. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
13.
 - A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment B (Special Audit Requirements)**, attached hereto and made a part hereof. **Exhibit 1 to Attachment B** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment B**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grant Manager identified in Paragraph 24 to request a copy of the updated information.
 - B. The Grantee is hereby advised that the federal and/or Florida Single Audit Act requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment B, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section __.210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

- C. In addition, the Grantee agrees to complete and submit the **Certification of Applicability to Single Audit Act Reporting, Attachment C**, attached hereto and made a part hereof, within four (4) months following the end of the Grantee's fiscal year. Attachment C shall be submitted to the Department's Grants Development and Review Manager at 3900 Commonwealth Boulevard, Mail Station 93, Tallahassee, Florida 32399-3000. The Grants Development and Review Manager is available to answer any questions at (850) 245-2361.
14. The Grantee shall submit a Recreational Trails Program Project Status Report on a quarterly basis. The Grantee shall utilize this form, to describe the percentage of work performed, submit photographs showing the accomplished work, identify problems encountered, describe problem resolution, any necessary schedule updates and proposed work for the next reporting period. Quarterly reports shall be submitted to the Department's Grant Manager no later than five (5) days following the completion of the quarterly reporting period. It is hereby understood and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. The Department's Grant Manager shall have ten (10) calendar days to review the required reports and deliverables submitted by the Grantee. Quarterly status reports received by the Department after the fifth calendar day following the completion of any quarterly reporting period will be considered late-filed and render the Grantee in default under the terms of this Project Agreement. Failure to comply with these reporting requirements will result in non-payment or termination of this Project Agreement.
15. A. If for any reason the Grantee should fail to fulfill in a timely manner the obligations under this Project Agreement, or if the Grantee should violate any of the terms or conditions of this Project Agreement, the Department shall thereafter have the right to terminate this Project Agreement without prior notice. In the event the Department terminates this Project Agreement for these reasons, the Department is not required to compensate the Grantee for any expenses incurred before or after such termination.
- B. The Department may terminate this Project Agreement for convenience by providing the Grantee with thirty (30) calendar days written notice.
- C. This Project Agreement may be unilaterally canceled by the Department for refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Project Agreement, unless the records are exempt from section

24(a) of Article I of the Florida Constitution and Section 119.07(1), Florida Statutes.

- D. The Department shall terminate this Project Agreement if the commencement documentation is not received and approved by the Department within twelve (12) months of this Project Agreement's execution. This time period may be extended by the Department for good cause, such as natural disaster.
16. A. The Grantee may subcontract work under this Project Agreement without the prior written consent of the Department's Grant Manager. The payment terms of subcontracts (other than construction and the purchase of commodities) shall comply with the terms of this Project Agreement (for example, if payment under this Project Agreement is being made on a cost reimbursement basis, then the subcontract shall also be cost reimbursement). The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- B. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Project Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the State of Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.
17. Competitive open bidding and purchasing for construction of said Project facilities or improvements shall comply with all applicable laws. Following completion of Project construction, the Grantee's Grant Manager shall provide the Department with a statement that all purchases or contracts for construction were competitively bid pursuant to applicable laws.
18. The Grantee certifies that no federal appropriated funds have been paid or will be paid, on or after December 22, 1989, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding, renewal, amending or modifying of any federal contract, grant, or cooperative agreement. If any non-federal funds are used for lobbying activities as described above, the Grantee shall submit Standard Form-LLL, "Disclosure of Lobbying Activities" (provided in Federal Documents Packet), and shall file quarterly updates of any material changes. The Grantee shall require the language of this certification to be included

in all subcontracts, and all subcontractors shall certify and disclose accordingly. [49 CFR 20].

19. In accordance with Executive Order 12549, Debarment and Suspension (**49 CFR 29**), the Grantee, by execution of this Project Agreement, shall agree and certify that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency; and, that the Grantee shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction, unless authorized in writing by Federal Highway Administration to the Department. The Grantee shall include the language of this section in all subcontracts or lower tier agreements executed to support the Grantee's work under this Project Agreement.
20. The Department and FHWA shall have the right, through their agents, servants, and employees designated for that purpose, to inspect the site of the Project and the Project Elements thereon at any reasonable time.
21. Following receipt of an audit report identifying any refund due to the Department for noncompliance by the Grantee with the Project Agreement, the Grantee will be allowed sixty (60) days to submit additional pertinent documentation to offset any amount identified as being due to the Department. The Department, following a review of the documentation submitted by the Grantee, will inform the Grantee of the total refund due to the Department.
22. The Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee for noncompliance with the terms of this Project Agreement.
23. If the United States acting within the scope of its lawful authority, through the FHWA, the Secretary of the FHWA, or any other branch of the government of the United States, should for any reason demand a refund from the Department, in whole or in part, of the funds provided to the Grantee under the terms of this Project Agreement, the Grantee, upon notification from the Department, agrees to refund and will forthwith repay directly to the Department the amount of money demanded.
24. Alexandra H. Weiss, Community Assistance Consultant, or her successor, is hereby designated as the Department's Grant Manager for the purpose of this Project Agreement. The Department's Grant Manager shall be responsible for ensuring performance of the terms and conditions of this Project Agreement and shall approve all reimbursement requests prior to payment. The Grantee's Grant Manager, Jimmie Jarratt, or his/her successor, shall act on behalf of the Grantee relative to provisions of this Project Agreement. The parties will notify each other in writing, using the manner set forth in this Project Agreement for providing notices

related to this Project Agreement, of any change to the designated grant manager within thirty (30) days of the change.

25. By acceptance of the provisions of this Project Agreement, the Grantee agrees to dedicate the Project Site and all land within the Project boundaries, identified in Paragraph 3 above, to the public as a recreational trail in accordance with section 62S-2.076, F.A.C. The parties further agree that the execution of this Project Agreement by the Department shall constitute an acceptance of said dedication on behalf of the general public of the State of Florida.
26. The Grantee agrees to operate and maintain the Project Site, as defined in subsection 62S-2.070(37), F.A.C., in accordance with Rule 62S-2.076, F.A.C. The Project Site and Project Elements shall be open to the general public for recreational trail use, maintained in accordance with applicable health and safety standards, and kept in good repair to prevent undue deterioration and provide for safe public use. The Grantee covenants that it has full legal authority and financial ability to develop, operate and maintain the Project Elements as specified within the terms of this Project Agreement. The Grantee shall obtain Department approval prior to any and all current or future development of facilities on the Project Site, as defined in subsection 62S-2.070(37), F.A.C., if said development is not described in Paragraph 5 herein.
27. The Grantee shall not, for any reason, convert all or any portion of the Project boundary area for any purpose other than a recreational trail without prior approval of the Department and FHWA pursuant to the Chapter 62S-2, F.A.C.
28.
 - A. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Project Agreement.
 - B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The State of Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at 850/487-0915.
29.
 - A. The Grantee's accounting systems must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. The Grantee is prohibited from commingling

funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where the Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

- B. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Project Agreement for non-compliance with the material terms of this Project Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.
 - C. In the event that the Grantee recovers costs incurred under this Project Agreement and reimbursed by the Department from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Project Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.
30. To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Project Agreement, Workers' Compensation Insurance for all of his employees connected with the work of this Project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Grantee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Project Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of his employees not otherwise protected.
31. Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

32. The Grantee warrants and represents that it is self-funded for liability insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee.
33. Reimbursement for equipment purchases is not authorized under the terms and conditions of this Project Agreement.
34. Asphalt paving for the Project shall conform to the State of Florida Department of Transportation's specifications for road and bridge construction. Bid specifications, contracts and/or purchase orders of the Grantee must specify thickness of asphalt and square yards to be paved.
35. The Grantee agrees to adhere to all state and federal special terms and conditions incorporated by reference as part of this Project Agreement as if fully set forth herein.
36. This Project Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of the State of Florida. Wherever possible, each provision of this Project Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Project Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Project Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida, unless otherwise required by state law.
37. All notices related to this Project Agreement will be satisfied by sending notice by certified U.S. mail to the following addresses of the parties:

Department's Grant Manager:

Alexandra H. Weiss, Community Assistance Consultant
Office of Greenways and Trails
Division of Recreation and Parks
State of Florida Department of Environmental Protection
3900 Commonwealth Boulevard, M.S. 795
Tallahassee, Florida 32399-3000

Grantee's Grant Manager:

Jimmie Jarratt, Environmental Analyst
Escambia County
3363 West Park Place
Pensacola, Florida 32501

The parties will notify each other in writing, using the manner set forth in this Project Agreement for providing notices related to this Project Agreement, of any change to the designated grant manager within thirty (30) days of the change.

38. The Grantee acknowledges prior receipt of the following documents. It is understood that subparagraphs B, C, and D include documents that must be filled out by the Grantee and returned to the Department.
- A. Federal award letter approving project application as submitted by the Department.
 - B. Project Development and Environment (PD&E) Materials – includes PD&E Data Sheet, Form OGT-15 and federal documents (survey, boundary map, Federal Form 424 - Budget Information, Drug-Free Workplace Certification, Civil Rights Assurance of Compliance, Certification Regarding Lobbying, Debarment and Suspension Form, federal Congressional District of Applicant and Project Site, FHWA Guidance, PD&E Data Survey).
 - C. Commencement Packet – includes Boundary Map with legal description, Site Plan (signed and sealed), List of Facilities to be Constructed (signed and dated), Pre-Construction Certification, Form OGT-12 (signed and dated), Grant Project PD&E Data Sheet, Form OGT-15 (with back-up documentation).
 - D. Program Completion Packet – includes Project Completion Certification, Form OGT-14, As-Built Site Plan (1 copy), List of Constructed Facilities and Improvements, Color Photographs or Slides of the Project and Identification Sign, Certification of Filing of Notice of Limitation of Use, Final Payment Request, Certification of FHWA Guidance.
 - E. Recreational Trails Program Project Status Report (to be completed quarterly).
 - F. Grant Accountability Procedures.
39. The Grantee agrees to comply with, and include as appropriate in contracts and subgrants, the provisions contained in **Attachment D, Contract Provisions**, attached hereto and made a part hereof. In addition, the Grantee acknowledges that the applicable regulations listed in **Attachment E, Regulations**, attached hereto and made a part hereof, shall apply to this Project Agreement.
40. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations.
41. If a court deems any provision of this Project Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

42. This Project Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Project Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Project Agreement, unless otherwise provided herein.

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The parties hereto have caused these presents to be duly executed the day and year last written below.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

By: _____
Donald V. Forgione
Director
Division of Recreation and Parks

By: _____
Type Name:
Wilson B. Robertson, Chairman

Date: _____

Title: _____

Date: _____

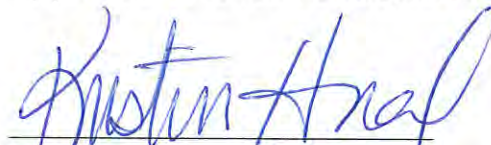

Department's Grant Manager

Address:
3363 West Park Place
Pensacola, Florida 32501

Approved as to form and sufficiency:

Approved as to form and sufficiency:


Department's Program Attorney


Grantee's Attorney (if required)

ATTEST ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT
By _____
DEPUTY CLERK

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	A	Grant Work Plan (4 Pages)
Attachment	B	Special Audit Requirements (5 Pages)
Attachment	C	Certification of Applicability to Single Audit Act Reporting (3 Pages)
Attachment	D	Contract Provisions (3 Pages)
Attachment	E	Regulations (1 Page)

ATTACHMENT A
GRANT WORK PLAN
RECREATIONAL TRAILS PROGRAM PROJECT DELIVERABLES
 Escambia County – Jones Swamp Trail
 RTP Project #T11015

PART I: Project Deliverables, Associated Costs & Completion Dates

Project Deliverables	Amount of Costs to be Paid with RTP Funds	Amount of Costs to be Grantee Match (note if Grantee Labor)	Amount of Costs to be Paid with Grantee Match (other)	Total Estimated Cost for Each Deliverable (RTP + Match)	Completion Date for Each Deliverable
<p>Project Deliverable Information. Include percentage of completion, amount/number, length, width, surface, users</p> <p>Design & Permitting Performance Standard: Approval of design and permitting upon acceptance of final design and copies of permits Financial Consequences: Failure to meet the performance standard above will result in the rejection of the invoice for payment and claim for match</p>	\$15,000	3,000 labor	\$12,000	\$30,000	October 2012
<p>Trail amenities: 10 information signs, 6 resting benches 2 kiosk, 1 bike rack, improved 10 foot width firm and stable natural surface trail Performance Standard: Approval of above deliverables upon review of photographs and certification of completion by the Grantee's Grant Manager</p>		\$18,000 labor	\$5,000	\$ 23,000	January 2013

<p>Financial Consequences: Failure to meet the performance standard above will result in the rejection of the invoice for payment and claim for match</p>					
<p>Bid Process & Award New Natural Surface 10 foot wide & 6 foot wide day use Elevated Boardwalk 100% Completion Performance Standard: Approval of 100% completion of above construction upon review of photographs and certification of completion by the Grantee's Grant Manager</p> <p>Financial Consequences: Failure to meet the performance standard above will result in the rejection of the invoice for payment and claim for match</p>	\$185,000	\$20,000 labor	\$129,000	\$334,000	September 2013
<p>Trailhead & Parking: 9 all weather parking spaces, one handicap parking space Performance Standard: Approval of completion of parking spaces upon review of photographs and certification of completion by the Grantee's Grant Manager</p> <p>Financial Consequences: Failure to meet the performance standard above will result in the rejection of the invoice for payment and claim for match</p>		\$10,000 labor	\$3,000	\$13,000	September 2013
<p>TOTALS</p>	\$200,000	\$51,000 labor	\$149,000	\$400,000	

PART I: Explanation of Project Deliverables Table

Work Plan - Specific Items/Tasks: Provide detailed description of the work to be performed for the project. Project descriptions should include specific tasks for the completion of the project and deliverables specific to the tasks.

Note: Under Item/Task Description if task will be contracted and/or subcontracted. If using contractual services, a copy of the fully executed contract between the RTP project sponsor and the contractor must be submitted to Alexandra H. Weiss, or her designee.

Number of Deliverables: Grantee should note as many deliverables as needed to properly complete project, and accommodate required cash flow.

RTP Funds and Grantee Match: Totals must equal amounts indicated in Project Agreement, Paragraph 10. RTP funds proportionately in every deliverable. Example - 80% RTP, 20% Grantee Match; must show 80% RTP funds in every deliverable.

Grantee Match (Other): Grantee Equipment, Grantee Stock.

Employee Salaries: If RTP funds go towards sponsor salaries, or sponsor salaries provided as match: provide the amount for salaries, the positions, hourly rate and number hours anticipated for completion of the project. List each position on a separate line.

Fringe Benefits, associated with salaries: Provide the amount for fringe benefits. Refer to RTP Grant & Accountability Procedures.

Schedule of Values: A schedule of values, developed per the construction industry standard, must be submitted with the Commencement Documentation. All invoices submitted as part of the reimbursement process must correspond with Attachment A and the Schedule of Values.

Schedules: Refer to Office of Greenways & Trails Grant Accountability Procedures – Reimbursement of Costs Schedules.

Reimbursements: No reimbursement will be made until deliverable item is completed as stated in table. Deliverables must be tied to a physical product, i.e. copy of permit, signed/sealed boundary map, construction documents, quarterly status report (with photos), viewed on site by Alexandra H. Weiss or her designee.

Change in Costs of Deliverables: If any individual deliverable increases in cost by 10% or more, a request to amend the Project Agreement must be submitted to Alexandra H. Weiss, or her designee.

PART II: Project Deliverables – Grantee Labor

Position Title	Work to be Performed	Expected # Hours	@Salary Rate / Hour	@Fringe Benefits	Total Costs
Equipment Operator III	Parking & Trail Construction	432	16.50	5.00	\$9,500
Equipment Operator II	Parking & Trail Construction	270	12.50	6.00	\$5,000
Maintenance Technician	Trail Construction	352	11.00	6.00	\$6,000
PIO Associate	Signage Design	100	18.00	7.50	\$2,500
En Analyst & Coordinator	All phases	434	22.00	8.00	\$13,000
GIS Technician	GIS Work, Maps	120	15.00	6.50	\$3,000
Program Manager	Oversight	342	25.50	9.00	\$12,000
TOTALS					\$51,000

PART II: Explanation of Project Deliverables – Grantee Labor Table

Position Title: Class or titles of persons who will work on this project.

Work to be Performed: Description of work to include which specific project elements, may include planning and design.

Expected Number of Work Hours: for specific tasks identified in "Work to be Performed". Only overall hours, not hours by specific person.

Salary Rate: Provide the hourly rate for workers by class or title who will be paid under this grant.

ATTACHMENT B

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <http://12.46.245.173/cfda/cfda.html>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System and can be found at <http://harvester.census.gov/fac/>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

- B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

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4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **5** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **3** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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EXHIBIT – I

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Original Agreement	U.S. Department of Transportation	20.219	Recreational Trails Program	200,000	140185

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:					
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	State Appropriation Category

Total Award					\$200,000
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For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://12.46.245.173/cfda/cfda.html>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

ATTACHMENT C

CERTIFICATION OF APPLICABILITY TO SINGLE AUDIT ACT REPORTING

Grantee's Name: Escambia County

Grantee Fiscal Year Period: FROM: _____ TO: _____

Total State Financial Assistance Expended during Grantee's most recently completed Fiscal Year:

\$ _____

Total Federal Financial Assistance Expended during Grantee's most recently completed Fiscal Year:

\$ _____

CERTIFICATION STATEMENT:

I hereby certify that the above information is correct.

Signature

Date

Print Name and Position Title

INSTRUCTIONS FOR COMPLETING THE ATTACHMENT

Grantee Fiscal Year Period: FROM: Month/Year TO: Month/Year

NOTE: THIS SHOULD BE THE GRANTEE'S FISCAL YEAR FROM (MONTH/YEAR) TO (MONTH/YEAR).

Total State Financial Assistance Expended during Grantee's most recently completed Fiscal Year:

NOTE: THIS AMOUNT SHOULD BE THE TOTAL STATE FINANCIAL ASSISTANCE EXPENDED FROM ALL STATE AGENCIES, NOT JUST DEP.

\$ _____

Total Federal Financial Assistance Expended during Grantee's most recently completed Fiscal Year:

NOTE: THIS AMOUNT SHOULD BE THE TOTAL FEDERAL FINANCIAL ASSISTANCE EXPENDED FROM ALL FEDERAL AGENCIES, NOT JUST THROUGH DEP.

\$ _____

The Certification should be signed by your Chief Financial Officer.

Please print the name and include the title and date of the signature.

CERTIFICATION OF APPLICABILITY TO SINGLE AUDIT ACT REPORTING

FREQUENTLY ASKED QUESTIONS

1. **Question:** Do I complete and return this form when I return my signed Agreement/Amendment?

Answer: No, this form is to be completed and signed by your Chief Financial Officer and returned 4 months after the end of your fiscal year.

2. **Question:** Can I fax the form to you?

Answer: Yes, you can fax the Certification form, the fax number is 850/245-2411.

3. **Question:** How can I submit the form if our audit is not completed by the due date of this letter?

Answer: You should be able to complete the form from the information in your accounting system. This is just to let our Office of the Inspector General know which entities they should be getting an audit from. If you are under the threshold you do not have to submit a copy of your audit, only the Certification form.

4. **Question:** Do you only want what we received from DEP?

Answer: No, the Single Audit is the TOTAL AMOUNT of funds that you expended towards all state or federal grants that you receive. You should list those that are specific to DEP on the form.

5. **Question:** Do I have to submit the completed form and a copy of my audit?

Answer: No, you do not have to submit your audit unless you are over the threshold of \$500,000. If you would prefer to submit your audit (CAFR) instead of the form, that is fine.

6. **Question:** Our CAFR will not be ready before your due date and we don't have the information necessary to complete the certification. Can we get an extension?

Answer: Yes, just send us an Email letting us know when you will have your CAFR completed and we will place the Email with your letter in our file so that you don't get a 2nd notice.

7. **Question:** Can I submit my Certification Form or CAFR electronically?

Answer: Yes, you can submit them by Email to Debbie.skelton@dep.state.fl.us

ATTACHMENT D Contract Provisions

All contracts awarded by a recipient, including small purchases, shall contain the following provisions as applicable:

1. **Equal Employment Opportunity** - All contracts shall contain a provision requiring compliance with Executive Order (E.O.) 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
2. **Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)** - All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.
3. **Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)** - When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.
4. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)** - Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
5. **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.)** - Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

6. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** - Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
8. **Debarment and Suspension (E.O.s 12549 and 12689)** - No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.
9. **Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act (42 U.S.C. 300h-3(e))** - Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act (42 U.S.C. 300h-3(e)). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
10. **Compliance with all Federal statutes relating to nondiscrimination** - These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of sex; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 795), which prohibits discrimination on the basis of handicaps; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (d) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (e) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (f) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) any other nondiscrimination provisions in the specific statute(s) made; and, (i) the requirements of any other nondiscrimination statute(s) that may apply.
11. **Compliance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646)** that provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. **Compliance with the provisions of the Hatch Act (5 U.S.C. 1501 – 1508 and 7324 – 7328)** that limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. **Compliance, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234)** that requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
14. **Compliance with environmental standards which may be prescribed to the following:** (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 11514; (b) notification of violating facilities pursuant to E.O. 11738; (c) protection of wetlands pursuant to E.O. 11990; (d) evaluation of flood

hazards in floodplains in accordance with E.O. 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity with Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

15. **Compliance with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.)** related to protecting components or potential components of the national wild and scenic rivers system.
16. **Compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), E.O. 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).**
17. **Compliance with P.L. 93-348** regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
18. **Compliance with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.)** pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this Agreement.
19. **Compliance with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.)** that prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
20. **Compliance with the mandatory standards and policies relating to energy efficiency** that are contained in the State energy conservation plan issued in accordance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
21. **Compliance with Limitation on Federal Participation (23 CFR 1.9)** pertaining to the use of Federal-aid funds

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**ATTACHMENT E
REGULATIONS**

Formal regulations concerning administrative procedures for U.S. Department of Transportation (DOT) grants appear in Title 49 of the Code of Federal Regulations. The following list contains regulations and Office of Management and Budget Circulars which may apply to the work performed under this Agreement.	
Subchapter A - General	
49 C.F.R. 24	Uniform relocation assistance and real property acquisition for federal and federally assisted programs
49 C.F.R. 27	Nondiscrimination on the basis of disability in programs or activities receiving Federal financial assistance.
49 C.F.R. 17	Intergovernmental review of DOT programs and activities
49 C.F.R. 19	Uniform administrative requirements for grants and agreements with institutions of higher education, hospitals and other nonprofit organizations
49 C.F.R. 18	Uniform administrative requirements for grants and cooperative agreements to state and local governments
49 C.F.R. 20	New restrictions on lobbying
49 CFR 32	Drug-Free Workplace Act
Other Federal Regulations	
48 C.F.R. 31	Contract Cost Principles and Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal agency
2 CFR 1532	Nonprocurement Suspension and Debarment Regulations
Office of Management and Budget Circulars	
A-21 (2 CFR 220)	Cost Principles for Educational Institutions
A-87 (2 CFR 225)	Cost Principles for State, Local, and Indian Tribal Governments
A-122 (2 CFR 230)	Cost Principles for Non-Profit Organizations
A-133	Audit Requirements

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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2353

County Administrator's Report 14. 15.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 04/05/2012

Issue: Purchase of 2012 International Workstar Cab & Chassis Vehicle for Department of Solid Waste Management

From: Patrick T. Johnson

Organization: Solid Waste

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning the Purchase of a 2012 International Workstar Cab & Chassis Vehicle for the Department of Solid Waste Management - Patrick T. Johnson, Solid Waste Management Department Director

That the Board authorize the County to piggyback off of the Florida Sheriff's Association Contract #11-19-0907, Specification #50, in accordance with the Escambia County Code of Ordinances, Chapter 46, Finance, Article II, Purchases and Contracts, Section 46-44, Applications; Exemptions (6), to award a Purchase Order to Ward International for one 2012 International Workstar Cab & Chassis vehicle, with options as shown in the Contract, in the amount of \$157,398, for the Department of Solid Waste Management.

[Funding: Fund 401, Solid Waste, Cost Center 230306, Object Code 56401]

BACKGROUND:

The purchase of this vehicle is necessary to support operations and services of the Department of Solid Waste Management, Perdido Landfill.

BUDGETARY IMPACT:

Funding for this purchase is available in Fund 401, Solid Waste, Cost Center 230306, Object Code 56401.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

DSWM will receive the vehicle upon delivery.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Escambia County Code of Ordinances, Chapter 46, Finance, Article II, Purchases and Contracts, Division 2, Administration, Section 46-44, Applications; exemptions (6).

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Sheriff's Association Contract



**FLORIDA SHERIFFS ASSOCIATION,
FLORIDA ASSOCIATION OF COUNTIES &
FLORIDA FIRE CHIEFS' ASSOCIATION**

**52,000 LB. GVWR CAB & CHASSIS - 4X6 TANDEM AXLE TRUCK
SPECIFICATION #50**

2012 International Workstar

The International Workstar purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$87,043.00	\$87,043.00	\$87,043.00	\$87,043.00

While the Florida Sheriffs Association, Florida Association of Counties and Florida Fire Chiefs' Association have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.



**FLORIDA SHERIFFS ASSOCIATION,
FLORIDA ASSOCIATION OF COUNTIES &
FLORIDA FIRE CHIEFS' ASSOCIATION**

**52,000 LB. GVWR CAB & CHASSIS - 4X6 TANDEM AXLE TRUCK
SPECIFICATION #50**

2012 American LaFrance Condor
2012 Caterpillar CT660
2012 Crane Carrier COE2
2012 Freightliner M2-112
2012 International Workstar
2012 Kenworth T800
2012 Mack C or G Series
2012 Peterbilt 367
2012 Volvo V Series
2012 Western Star 4700

ALL ITEMS FACTORY INSTALLED UNLESS OTHERWISE INDICATED

INSTRUCTIONS: Listed above, you will find the model numbers of the vehicles that will be included in this year's contract.

1. **ENGINE:**

- a. 350 HP 6 cylinder diesel engine, manufacturer's 11L minimum

2. **TRANSMISSION & CLUTCH:**

- a. The following or approved equivalents are acceptable:
- b. Fuller 14210B 10 Speed Manual with OD

3. **ENGINE EQUIPMENT:**

- a. Alternator – 12 volt 100A
- b. Premium engine hoses
- c. Injection pump – electronic engine control
- d. Radiator – aluminum core
- e. Air restriction monitor – intake mounted

4. **CAB:**

- a. Cab – welded steel galvanized or aluminum shell with rust preventative coating.
- b. Floor covering – black rubber mats
- c. Seating – driver air suspension mid back, passenger fixed mid back.
- d. Steering wheel – 18" two spoke
- e. Standard air conditioning

5. **FRAME:**

- a. Frame – steel construction matched to GVW and mounted body of truck.
- b. Wheelbase – 187"
- c. Front bumper – painted steel
- d. Fuel tank – 70 gallon, minimum
- e. Air dryer – bendix AD9 heated, or approved equivalent.

6. SAFETY:

- a. Horn – single air trumpet
- b. Mirrors – West Coast to include 7.5" convex mounted to lower mirror bracket.
- c. Windshield wipers – 2 speed with intermittent feature
- d. Brakes – Meritor "S" cam type 16.5" x 5" Q + front and Meritor 16.5" x 7" Q + rear with anti-lock without automatic traction control, or approved equivalent.
- e. Slack adjusters – Haldex automatic front and rear.
- f. Daytime running lights.
- g. Backup alarm – pollak 41-722 constant audible, or approved equivalent (mounted on rear cross member).

7. FRONT AXLE:

- a. Front axle – 12,000 lb.
- b. Front wheels – steel 10 hole hub piloted
- c. Front tires – 11R22.5 Goodyear G397LHS, steer or approved equivalent.
- d. Front hubs – Ferrous, or approved equivalent.

8. REAR AXLE:

- a. Rear axle – 40,000 lb.
- b. Rear wheels – steel 10 hole hub piloted
- c. Rear tires – 11R22.5 Goodyear G124 unisteeel traction or approved equivalent.
- d. Hubs – Ferrous, or approved equivalent.
- e. Power divider with warning light and buzzer (includes in cab control)

9. ELECTRICAL:

- a. Circuit protection – fuses except headlamp and wiper circuits which utilize circuit breakers.
- b. Hand throttle – electronic hand throttle operated through cruise control when in PTO mode only.
- c. Engine protection – engine shut down system monitoring high water temp, low oil pressure, high exhaust temp, high transmission temp.

VEHICLE:	Workstar			
DEALER:	Navistar, Inc.	Navistar, Inc.	Navistar, Inc.	Navistar, Inc.
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$87,043.00	\$87,043.00	\$87,043.00	\$87,043.00

Order Code	Delete Options	All Zones
7400 6X4 270 ¹	Engine/transmission - specify 7400 6X4 CHASSIS WITH 270 HP 860 TORQUE MF DT ENGINE AND CHOICE OF 3000 RDS 6 SPEED OR 3500 RDS ¹	\$9,473.00 ¹
7400 6X4 315 ¹	Engine/transmission - specify 7400 6X4 CHASSIS WITH 315 HP 950 TORQUE MF 9 ENGINE WITH 3000 RDS ¹	\$8,532.00 ¹
7500 6X4 330 ¹	Engine/transmission - specify 7500 6X4 CHASSIS WITH 330 HP 1150 TORQUE MF 10 ENGINE WITH 3000 RDS ¹	\$5,008.00 ¹
7500 6X4 350 ¹	Engine/transmission - specify 7500 6X4 CHASSIS WITH 350 HP 1150 TORQUE MF 10 ENGINE WITH 3000 RDS ¹	\$4,523.00 ¹
Order Code	Add Options	All Zones
12BAU ¹	Engine upgrade - specify 410 HP MAXXFORCE 13 W/1450 TORQUE ¹	\$1,580.00 ¹
12BAV ¹	Engine upgrade - specify 430 HP MAXXFORCE 13 W/1550 TORQUE ¹	\$1,763.00 ¹
12BAW ¹	Engine upgrade - specify 475 HP MAXXFORCE 13 W/1700 TORQUE ¹	\$2,420.00 ¹
	Engine upgrade - specify	NA
	Engine upgrade - specify	NA
13GHW ¹	Transmission upgrade - specify RTO14908LL ¹	\$1,970.00 ¹
13GHX ¹	Transmission upgrade - specify RTO16908LL REQUIRES 430 HP+ ¹	\$2,170.00 ¹
13GHS ¹	Transmission upgrade - specify FRO-16210C REQUIRES 430 HP+ ¹	\$780.00 ¹
	Transmission upgrade - specify	NA
	Transmission upgrade - specify	NA
58000 GVW ¹	58,000 lb. GVWR package 18000 FRONT AXLE, 40000 REAR AXLE, DOUBLE FRAME, 385 FRONT FLOAT TIRES ¹	\$5,570.00 ¹
64K ¹	64,000 lb. GVWR package 18000 FA, 46000 RA, RT-463 SUSPENSION, DOUBLE FRAME, 385 FLOAT FRONT TIRES, FENDER EXT. ¹	\$7,607.00 ¹
66K ¹	GVWR upgrade - specify 66000 GVW INCL 20000 FA, 46000 RA, RT-463 SUSPENSION, DOUBLE FRAME, 425 FLOAT FRONT TIRES, FENDER EXT. ¹	\$8,557.00 ¹
60K ¹	GVWR upgrade - specify 60000 GVW INCL 20000 FA, 40000 RA, RT-403 SUSPENSION, DOUBLE FRAME, 425 FLOAT FRONT TIRES. FENDER EXTENSIONS ¹	\$8,177.00 ¹
	GVWR upgrade - specify	NA
	GVWR upgrade - specify	NA
	GVWR upgrade - specify	NA

VEHICLE:	Workstar			
DEALER:	Navistar, Inc.	Navistar, Inc.	Navistar, Inc.	Navistar, Inc.
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$87,043.00	\$87,043.00	\$87,043.00	\$87,043.00
CNG 7400 ¹	CNG model - specify 7400 6X4 DT466 CNG 300 HP 860 TORQUE W/ 3000 RDS TRANS INCL FUEL TANKS BEHIND CAB. ADD TO BASE SPEC. NOTE, THIS IS A MIDRANGE ENGINE, NOT BIG BORE. ¹			\$34,674.00 ¹
	CNG conversion (discuss with dealer)			NA
	LPG conversion (discuss with dealer)			NA
15DMV ¹	Dual fuel tanks, or equivalent DUAL 70 GALLON NON POLISHED ALUMINUM ¹			\$943.00 ¹
	Nitrogen filled tires including spare tire			NA
13AMT ¹	Allison 4000RDS Auto Transmission to include synthetic oil, TES 295 or approved equivalent 4000 RDS 6 SPEED ¹			\$12,821.00 ¹
13AMN ¹	Allison 4500RDS Auto Transmission to include synthetic oil, TES 295 or approved equivalent 4500 RDS 6 SPEED ¹			\$15,220.00 ¹
1GBP ¹	Double Frame: full steel insert			\$1,700.00 ¹
2ARV ¹	Front Axle: 14,000 lb rating to include equal capacity steering gear and springs USES BASE TIRES ¹			\$700.00 ¹
	Front Axle: 14,600 lb rating to include equal capacity steering gear and springs			NA
2ARU ¹	Front Axle: 16,000 lb rating to include equal capacity steering gear and springs INCL 315 FLOAT TIRES, 9 IN RIMS AND DOUBLE FRAME ¹			\$4,800.00 ¹
2ARZ ¹	Front Axle: 18,000 lb rating to include equal capacity steering gear and springs INCL 385 FLOAT TIRES, 12.25 RIMS, DOUBLE FRAME AND FENDER EXT ¹			\$5,590.00 ¹
2ARY ¹	Front Axle: 20,000 lb. rating to include equal capacity steering gear and springs INCL 425 FLOAT TIRES, 12.25 RIMS, DOUBLE FRAME AND FENDER EXT ¹			\$6,540.00 ¹
14HRB ¹	Rear Axle: 46,000 lb Arvin Meritor, Eaton, Mack, or equivalent RT46-164EH ¹			\$3,230.00 ¹
14WLM-2 ¹	Rigid Lift Axle: Pusher / Tag 13,200 lb rating air lift to include 11R-22.5 tires with steel wheels 14WLM WITH 2 TIRES AND RIMS 13200 RATING ¹			\$6,800.00 ¹
14WMA ¹	Steerable Lift Axle: Pusher / Tag 13,200 lb rating air lift to include 11R-22.5 tires with steel wheels 14WMA WITH 2 TIRES AND RIMS 13200 RATING ¹			\$9,794.00 ¹
14WLM-4 ¹	Rigid Lift Axle: Pusher / Tag 20,000 lb rating air lift to include 11R-22.5 tires with steel wheels 14WLM WITH 4 TIRES AND RIMS 20000 RATING ¹			\$8,410.00 ¹
14WME ¹	Steerable Lift Axle: Pusher / Tag 20,000 lb rating air lift to include 11R-22.5 tires with steel wheels 14WME STEERABLE AXLE WITH 4 TIRES AND RIMS 20000 RATING ¹			\$14,100.00 ¹
14ULU ¹	Rear Suspension: 40,000 lb air ride HAS-402-54 INCLUDES DASH MOUNTED DUMP SWITCH ¹			\$1,580.00 ¹
14JLY ¹	Rear Suspension: 46,000 lb Chalmers, Hendrickson, Mack, Volvo "T" ride or equivalent HMX 460-54 ¹			\$1,560.00 ¹
14ULT ¹	Rear Suspension: 46,000 lb air ride HAS-460-55 INCLUDES DASH MOUNTED DUMP SWITCH ¹			\$1,700.00 ¹
12 DUMP ¹	12 yd. dump body with hoist and electric tarp system. State model bid. REQUIRES DOUBLE FRAME. INCL ELECTRIC TARP, AIR TAILGATE AND HOTSHIFT PTO FOR ALLISON ¹			\$16,280.00 ¹

VEHICLE:	Workstar			
DEALER:	Navistar, Inc.	Navistar, Inc.	Navistar, Inc.	Navistar, Inc.
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$87,043.00	\$87,043.00	\$87,043.00	\$87,043.00
18 DUMP ¹	18 yd. dump body with hoist and electric tarp system. State model bid. <i>REQUIRES 66000 GVW, INCLUDES HOTSHIFT PTO FOR ALLISON, AIR TAILGATE, ELECTRIC TARP¹</i>			\$17,500.00 ¹
ROLLOFF ¹	Rolloff hoist system and tarp system. State model bid. <i>GALBREATH U5 OR 174 CABLE HOIST OR EQUAL. INCLUDES TARP SYSTEM. 48 IN TOOL BOX AND STEEL FENDERS. BASE SPEC WITH 186 IN CT¹</i>			\$39,680.00 ¹
14GVN ¹	Cab suspension - air ride Driver controlled differential lock <i>40000# DRIVER CONTROLLED DIFFLOCK BOTH DIFF¹</i>			Incl. \$1,340.00 ¹
14HRE ¹	Optional mounted body - specify <i>46000# DRIVER CONTROLLED DIFFLOCK BOTH DIFF- UPGRADE TO 66K PACKAGE¹</i>			\$2,060.00 ¹
SEWER VAC CHASSIS ¹	Optional mounted body - specify <i>7400 6X4, 60000 GVW, 315 HP, 3000RDS 6SPD, 181 CT. AIR DRIER, DOUBLE FRAME, THIS BASE SEWER VAC SPEC WILL MOUNT WITH MOST 10-11 YARD COMBO SEWER VACS IN SPEC¹</i>			\$3,910.00 ¹
25 YD REAR LOADER ¹	Optional mounted body - specify <i>NEW WAY COBRA MAGNUM 25RL REAR LOADER REFUSE BODY. REQUIRES 60000 GVW, AUTO TRANS AND 160 IN CT¹</i>			\$61,900.00 ¹
	Optional mounted body - specify			NA
	Optional mounted body - specify			NA
	Optional mounted body - specify			NA
	Optional mounted body - specify			NA
	Optional mounted body - specify			NA
	Optional mounted body - specify			NA
	Optional mounted body - specify			NA
14HRC ¹	Optional equipment - specify <i>46000 LB DRIVER CONTROLLED DIFFLOCK FRONT AND REAR AXLE UPGRADE TO 14HRB REAR AXLE¹</i>			\$1,190.00 ¹
16XWD ¹	Optional equipment - specify <i>FIBERGLASS SUNSHADE PAINTED TO MATCH CAB¹</i>			\$200.00 ¹
16WJU ¹	Optional equipment - specify <i>POWER WINDOWS AND DOOR LOCKS¹</i>			\$366.00 ¹
5708 ¹	Optional equipment - specify <i>TILT STEERING COLUMN¹</i>			\$125.00 ¹
7SDA ¹	Optional equipment - specify <i>JACOBS ENGINE COMPRESSION BRAKE¹</i>			\$2,155.00 ¹
8GGT ¹	Optional equipment - specify <i>200 AMP ALTERNATOR I.L.O. STANDARD¹</i>			\$540.00 ¹
8MKX ¹	Optional equipment - specify <i>2775 CCA BATTERIES¹</i>			\$178.00 ¹
8WPH, 8TKB ¹	Optional equipment - specify <i>L.E.D. MARKER AND TAIL LIGHTS¹</i>			\$261.00 ¹
8RKH ¹	Optional equipment - specify <i>CD RADIO UPGRADE¹</i>			\$150.00 ¹

VEHICLE:	Workstar			
DEALER:	Navistar, Inc.	Navistar, Inc.	Navistar, Inc.	Navistar, Inc.
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$87,043.00	\$87,043.00	\$87,043.00	\$87,043.00
15SET ¹	Optional equipment - specify 100 GALLON ALUMINUM FUEL TANK UPGRADE ¹			\$180.00 ¹
15LKW ¹	Optional equipment - specify DAVCO 382 FUEL WATER SEPERATOR ¹			\$525.00 ¹
27DMC ¹	Optional equipment - specify 2 ALUMINUM 8.25 X 22.5 FRONT RIMS ¹			\$520.00 ¹
SPARE ¹	Optional equipment - specify 11R 22.5 SPARE TIRE AND RIM ¹			\$675.00 ¹
134-160 CT ¹	Optional equipment - specify INCREASE WHEELBASE ADD TO BASE ¹			\$339.00 ¹
181 CT ¹	Optional equipment - specify INCREASE WHEELBASE ADD TO BASE ¹			\$644.00 ¹
	Temporary tag			NA
	Transfer existing registration (must provide tag number)			NA
	New state tag (specify state, county, city, sheriff, etc.)			NA
	Maintenance Plan - specify			NA
	Maintenance Plan - specify			NA
	Maintenance Plan - specify			NA
40AMD ¹	Warranty - specify 36 MONTH 150000 MILE BASE WARRANTY EXCLUDES ENGINE AND ALLISON ¹			\$3,040.00 ¹
40DLH ¹	Warranty - specify 48 MONTH 200000 MILE BASE WARRANTY EXCLUDES ENGINE AND ALLISON ¹			\$5,180.00 ¹
40DLJ ¹	Warranty - specify 60 MONTH 200000 MILE BASE WARRANTY EXCLUDES ENGINE AND ALLISON ¹			\$5,960.00 ¹
40CHY ¹	Diesel Warranty - specify 36 MONTH 300000 MILE ENGINE WARRANTY INCL TURBO AND INJECTORS ¹			\$1,700.00 ¹
40CRX ¹	Diesel Warranty - specify 60 MONTH 250000 MILE ENGINE WARRANTY INCL TURBO AND INJECTORS ¹			\$2,800.00 ¹
40GDY ¹	Diesel Warranty - specify 84 MONTH 250000 MILE ENGINE WARRANTY INCL TURBO AND INJECTORS ¹			\$4,140.00 ¹



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2379

County Administrator's Report 14. 16.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 04/05/2012

Issue: Park License and Management Agreements for the Southwest Escambia Sports Complex between the County and Volunteer Athletic Associations:

From: Michael Rhodes, Dept Director

Organization: Parks and Recreation

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning the Park License and Management Agreements for the Southwest Escambia Sports Complex - Michael Rhodes, Parks and Recreation Department Director

That the Board take the following action concerning the Park License and Management Agreements for the Southwest Escambia Sports Complex between the County and volunteer athletic associations:

A. Adopt and authorize the Chairman to sign the Resolutions authorizing the management of County-owned property for public recreation and special event purposes with the following volunteer athletic organizations:

1. Perdido Bay Youth Sports Association at Southwest Escambia Sports Complex;
2. Perdido Bay Futbol Club at Southwest Escambia Sports Complex; and

B. Approve and authorize the Chairman to sign the Park License and Management Agreements for the two athletic organizations, effective upon Board approval.

BACKGROUND:

The Parks and Recreation Department, at the direction of the Board of County Commissioners, has partnered with volunteer/parent athletic organizations to provide organized recreational sports activities for Escambia County citizens. These organizations successfully provide T-Ball, softball (both youth and adult), baseball, football, cheerleading, soccer (both youth and adult), and flag football activities, benefiting thousands of citizens each year.

The majority of County athletic parks operate under Park License and Management Agreements. Copies of both Park License and Management Agreements have been attached to the recommendation for reference purposes.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The Resolutions and Park License and Management Agreements were prepared in conjunction with the County Attorney's Office, and were approved for form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires the approval of the Board for the management of County park property, as well as for the authorization of the Chairman's signature on the Park License and Management Agreements.

IMPLEMENTATION/COORDINATION:

The Parks and Recreation Department will coordinate efforts between Escambia County and the athletic organizations.

Attachments

PBYSA Resolution

PBYSA License and Management Agreement

PBFC Resolution

PBFC License and Management Agreement

RESOLUTION NUMBER R2012-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA APPROVING A PARK LICENSE AND MANAGEMENT AGREEMENT FOR PROPERTY OWNED BY ESCAMBIA COUNTY, FLORIDA, WITH PERDIDO BAY YOUTH SPORTS ASSOCIATION FOR PUBLIC RECREATION; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Perdido Bay Youth Sports Association (“Organization”), a non-profit corporation which is organized for the purposes of providing social and character development through recreational activities for the citizens of Escambia County, has made application to the Board of County Commissioners to manage and administer Southwest Escambia Sports Complex (“Park”) for the purpose of providing a location, as well as all other citizens and groups in Escambia County, to engage in recreational and athletic activities and pastimes; and

WHEREAS, Escambia County (“County”), a political subdivision of the State of Florida, has determined that such management and administration of the above-described property would be in its best interests; and

WHEREAS, the Organization desires to assist the County in the continual operation of public recreational and athletic programs at the Park, which are controlled by the County; and

WHEREAS, the County would benefit from such assistance of the Organization in operating the Park for recreational purposes.

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

Section 1. That the Board of County Commissioners finds the above recitals to be true and correct and incorporates them herein by reference.

Section 2. That the Board hereby approves the Park License and Management Agreement and authorizes the Chairman to execute the Agreement.

Section 3. That the Organization shall pay to the County the sum of one dollar (\$1) per year, payable in advance.

Section 4. That this resolution shall take effect immediately upon its adoption by the Board of County Commissioners.

ADOPTED this ____ day of _____, 2012.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Deputy Clerk

This document approved as to form
and legal sufficiency.

By: _____

Title: _____

Date: _____

(SEAL)

BCC Approved: _____

PARK LICENSE AND MANAGEMENT AGREEMENT

THIS LICENSE AND MANAGEMENT AGREEMENT (Agreement) is made and entered into as of this 1st day of March, 2012 (or upon the completion of the Southwest Escambia County Sports Complex) by and between Escambia County, a political subdivision of the State of Florida, whose address is 221 Palafox Place, Pensacola, Florida (County), and Perdido Bay Youth Sports Association (Organization) whose address is 2020 Bauer Road, Pensacola, Florida, 32506 and Federal Tax Identification Number is 593395400.

WITNESSETH:

WHEREAS, the County owns the property known as Southwest Escambia County Sports Complex Park; and

WHEREAS, the Organization, a non-profit corporation organized under the laws of the State of Florida, was created to provide social and character development through recreational activities for citizens of Escambia County; and

WHEREAS, the County and the Organization desire that the Organization manage recreational activities at the Park for the use and benefit of the public; and

WHEREAS, the Organization has expressed interest to the Board of County Commissioners to use and manage the Park for the purpose of providing a location for members of its organization and citizens and groups in Escambia County to engage in recreational activities and pastimes; and

WHEREAS, the County is satisfied that a license to use, manage, and administer the Park would be in the County's best interests; and

WHEREAS, the Organization desires to assist the County in the continued operation of public recreational and athletic programs at the Park which are controlled by the County; and

WHEREAS, the County would benefit from the assistance of the Organization in operating the Park for recreational purposes; and

WHEREAS, this Agreement supersedes any previous agreements.

NOW THEREFORE, the parties agree as follows:

1. PARK USE AND MANAGEMENT. The County licenses the Organization to use and manage the Park with relation to activities and programs that are sponsored by and under the Organization's direction. The Organization agrees that the Park will remain available for use by other citizens and community organizations at all times for activities which do not interfere with the Organization's scheduled activities.

During the period of the Agreement and any renewal of the Agreement, the Organization will administer the Park's various athletic programs for the public's benefit and will organize team athletic events in accordance with the terms in the Agreement. The Organization has priority in scheduling its athletic events and practices at the Park. Any member of the public, who qualifies under applicable Organization rules, may participate in the athletic events.

The Organization may grant preferences to programs designated for youth.

The Organization may charge a fee for participation in the Organization's athletic events, provided however, that any fee charged cannot exceed anticipated expenses directly associated with the program, including appropriate allowances for participation in the programs by children without sufficient funds to pay the fees. The fees are to be used solely for the purpose of covering expenses directly associated with the programs and activities of the Organization.

The Organization shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, and Title VI of the Civil Rights Act of 1964, as amended. The Organization shall not discriminate against any person because of race, color, sex, religion, handicap, age, or national origin, by refusing to furnish services provided by the Organization.

2. **TERM.** The term of this Agreement begins on the 1st day of March, 2012, (or upon completion of the Southwest Escambia County Sports Complex) and ends on the 28th day of February, 2013. The Agreement automatically renews for successive renewal terms of one year each, unless ninety (90) days prior to the end of any renewal term, either the Organization or the County gives written notice of intent not to renew.

3. **PAYMENT OF RENT.** The Organization agrees to pay to the County the sum of one dollar (\$1) per year, payable in advance for the initial agreement term one (1) year. The County acknowledges receipt of one dollar (\$1).

4. **NOTICES.** Notices to the Organization and the County under the Agreement and the payment of rent must be addressed to and mailed or delivered to the following:

TO THE COUNTY:

Escambia County
Parks and Recreation Department
1651 E. Nine Mile Road
Pensacola, Florida 32514

TO THE ORGANIZATION:

Perdido Bay Youth Sports Association
President, Bruce Barrios
15 Genoa Place
Pensacola, FL 32507

With a copy to:

County Attorney's Office
221 Palafox Place, Suite 400
Pensacola, Florida 32502

Notices can be personally delivered or sent by U.S. mail. The date of delivery is the date of receipt of any notice. Each party may change its address by written notice given to the other.

5. **ORGANIZATION DOCUMENTS.** Within sixty (60) days of execution of the Agreement, the Organization agrees to provide to the County a copy of its incorporating documents, all previous year reports, and a list of its current Board of Directors. The Organization agrees to furnish the following annually with the Park License and Management Agreement to the County; certificate of insurance, financial report, player roster, board member roster, coaches roster, monthly board meeting minutes, activity report, and organization equipment inventory. The Organization agrees to furnish all reports after each season with the exception of non-resident fees, player and coach's roster spreadsheet by the third week of the season. Failure to provide said documents to the County by March 1 of any year could result in the termination of this Agreement.

A meeting will be scheduled on an annual basis with the Recreation Director or Manager and the organization's president and vice-president or treasurer to review all necessary documents referenced above.

6. **MEDIATION.** The County Administrator, or authorized designee, will assure the Organization's compliance with the terms of the Agreement. The County Administrator may elect to mediate disputes arising between members of the public and the Organization regarding the Organization's compliance with the Agreement. The Organization designates its Board of Directors, or a specifically appointed committee of the Board of Directors, to represent the Organization in disputes. The Organization's Board of Directors is responsible for carrying out all the objectives set forth in the Agreement.

7. **CONSTRUCTION OF IMPROVEMENTS.** The County agrees to preserve the Park exclusively for recreational purposes. The County further agrees that during the term of the Agreement, no physical change to the property or major construction work will be undertaken without prior consultation with the Board of Directors of the Organization.

If the Organization wants to undertake any construction work in the Park, prior approval must be obtained from the County, and the Organization shall ensure that all Federal, State, local laws, regulations, and ordinances are complied with, including but not limited to: (a) the Occupational Safety and Health Act of 1970, Construction Industry Standards (29 CFR §1926, et. seq.); (b) the Americans with Disabilities Act of 1990, as subsequently amended (42 U.S.C. 12101, et. seq.); (c) Escambia County Review Committee approval; and (d) Building inspection review. All improvements made by the Organization become the property of the County without charge upon completion.

8. **MAINTENANCE.** The Organization and the County agree that all necessary grounds and structure maintenance and upkeep of the Park will be carried out year round. In order to create a clear understanding of this scope of work, the following maintenance guidelines are agreed to by the parties: (a) the Organization will maintain and clean the premises in a safe and orderly condition, normal wear and tear excepted, including, but not limited to, grounds maintenance, facility maintenance, lighting, scoreboard, and fence maintenance; (b) in the event it is determined that damage to facilities and equipment has occurred due to abuse or misuse by the Organization, the Organization is responsible for the repair of returning the facility and equipment to its pre-damaged condition; (c) the Organization is responsible for setting rules and guidelines to eliminate damage, i.e. no throwing or batting balls into the fence; (d) the Organization will promptly pay all water, gas, electric, telephone, sewage, garbage disposal, janitorial, safety equipment, and other utility bills related to the Park during the term of the Agreement; (e) the Organization will be responsible for all athletic field maintenance, which may include necessary mowing of athletic fields and providing or applying herbicide, insecticide, or fertilizer to ensure proper turf maintenance; (f) the Organization will be responsible for repairing and maintaining any irrigation system within the Park boundaries; (g) the Organization is responsible for any preseason clay or turf maintenance in addition to chalking, dragging, paint lining, adding clay/dirt/sand or otherwise preparing fields for athletic play.

ALL ORGANIZATIONS SHALL OBTAIN PRIOR WRITTEN APPROVAL FROM COUNTY BEFORE UNDERTAKING ANY ACTIVITY ON OR NEAR THE PREMISES THAT MAY ADVERSELY AFFECT ANY ADJACENT RESIDENTIAL OR COMMERCIAL PROPERTY.

9. **REVENUE/INCOME.** Revenue and income derived from the activities of the Organization are the exclusive property of the Organization but must be used by the Organization in furtherance of its activities at the Park in providing additional improvements for the Organization's programs. The Organization shall provide a full accounting of all revenue and expenses to the County annually. Such reports shall be filed on March 1 of every year. Failure to timely file such financial information may result in the termination of this Agreement. The County has the right to audit the financial information at any time, at the County's expense.

10. EQUIPMENT. An inventory of equipment and personal property stored at the Park must be provided annually to the County by the Organization. Such inventory shall be filed on March 1 of every year. Failure to timely file such inventory may result in the termination of this Agreement. All equipment or other personal property owned by the Organization, which has been placed or maintained in the Park by the Organization, is at the sole risk of the Organization. The Organization may remove from the Park any time prior to, or within sixty (60) days of the termination of the Agreement its equipment and personal property. Any Organization equipment or personal property not removed from the Park within sixty (60) days after termination of the Agreement becomes the exclusive property of the County without recourse.

11. CONCESSIONS. The Organization may maintain a concession activity for food and drink at the Park as long as the Organization complies with all applicable County ordinances and local and state health regulations. No alcoholic beverages allowed. The County will not, without the prior approval of the Organization, engage in any competing concession activities, either through its own agents or by the granting of concession privileges to any other person or entity. Income derived from concession activities remain the exclusive property of the Organization and must be used by the Organization to further its activities at the Park and in providing additional improvements for the Organizations' programs. The Organization is responsible for all repairs, maintenance, and certification of all concession equipment. The Organization is responsible for the annual maintenance and certification of hood vent systems and fire extinguishers. The Organization can utilize existing equipment and can purchase new or used equipment as needed.

12. SIGNS. Signs used for team or Organization sponsor advertising remain the separate property of the Organization and all the income derived from their display must be used to further Organization activities. All sponsorship signs, pursuant to the ordinances of Escambia County, must be uniform in size and shape with general display locations fronting inwards or facing a playing field. No sign can serve as an external advertisement facing outwards toward roadways or other public facilities, and no sign is allowed on the Park's perimeter fencing. Signs cannot be displayed any sooner than thirty (30) days before and no later than thirty (30) days after the Organization's official sports season.

13. COACHES AND BACKGROUND CHECKS. The Organization will perform background checks on all coaches. The Organization agrees to have the Coaches certified annually through such organizations as National Alliance for Youth Sports or their appropriate league affiliation at the Organization expense. The Organization agrees to provide a coaches roster spreadsheet that includes a check box for certification and background checks by the third week of the season. In addition, at the County's request, the Organization shall provide copies of all coaches' background checks which shall remain confidential.

14. BOARD MEETINGS. The Organization agrees to notify the County in advance on scheduled meetings. The Organization agrees to supply list of board members with phone numbers, email addresses, and physical addresses to the County annually. The Organization is to notify the County of any board member changes during the term of the contract. The Organization agrees to provide monthly board meeting minutes to the County.

15. TOURNAMENTS/PARK-RENTALS/SUCCESSORS/CLINICS/CAMPS. Without previous written permit/consent of the County, neither the Organization, nor its successors in interest by operation of law or otherwise, are permitted to assign the Agreement sublet or permit the occupancy of the Park or any part of the Park, by anyone other than the Organization. After consent from the County, the occupants will provide proper proof of insurance to the County and the Organization.

16. **SCHEDULES.** The Organization agrees to provide the County with all league game and practice schedules. The Organization agrees to provide sixty days notice of season start date. The Organization agrees to notify the County thirty days in advance for any special events and fundraisers.

The Organization agrees to provide with the signed lease agreement a year calendar showing sign up dates, start date of practices, start date of games, and any special events.

17. **TERMINATION.** The Agreement may be terminated by the County after thirty (30) days notice to the Organization without cause and for convenience or with cause, particularly whenever the Park is not being used, utilized, or managed by the Organization in accordance with the provisions of the Agreement, or whenever the Organization ceases operation, dissolves its corporation, or otherwise no longer provides the required services under the terms of the Agreement.

The Agreement may be terminated by the Organization at any time in case of material breach of the Agreement by the County provided that the Organization shall first give to the County written notice of the breach and thirty (30) days within which to remedy the breach. Any notice under this section mailed or delivered by the County to the Board of Directors of the Organization will be deemed as the official notice of the County.

18. **RECORDS.** The parties acknowledge that this agreement and any related financial records, and its reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provisions of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this agreement.

19. **ENTIRE AGREEMENT.** The Agreement contains the entire agreement of the parties and no representations, inducements, promises, or agreements between the parties not contained in the Agreement will be of any force and effect. Any amendments, modifications, additions, or alterations of the Agreement must be in writing executed with the same formalities as the Agreement.

20. **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.

21. **SUCCESSORS AND ASSIGNS.** Without the previous written consent of the County, neither the Organization, nor its successors in interest by operation of law or otherwise, are permitted to assign the Agreement sublet or permit the occupancy of the Park or any part of the Park, by anyone other than the Organization. Any consent by the County to any act of assignment, subletting, or occupancy will be held to apply only to the specific transaction authorized. In any event, no assignment, subletting or occupancy will relieve the Organization of its obligations under the Agreement.

22. **SURVIVAL.** All other provisions which, by their inherent character, sense, and context, are intended to survive termination of this agreement shall survive it.

23. **INSURANCE.** During the period mutually agreed upon between the County and the Organization, the Organization shall procure and maintain:

- a. Commercial general liability insurance policy with minimum limits of coverage in the amount of One Million Dollars (\$1,000,000), per occurrence/aggregate, including coverage parts of bodily injury, personal injury and death, broad form property damage, blanket contractual liability covering the contract, independent contractors, premises/operations, products and completed operations, and fire legal liability. Sports participation cannot be

excluded. The Organization must also require any other organization using the Park for organized events to have "special event" liability insurance.

- b. Auto liability insurance policy with Five Hundred Thousand Dollars (\$500,000); minimum combined single limits per occurrence for bodily injury, property damage, and death, arising out of ownership or use of vehicles to include owned, non-owned and hired vehicles. Auto liability may be endorsed under the commercial general liability policy.

The Organization shall procure and maintain required insurance coverage's documented on Certificates of Insurance, which show policies with insurers with a Secure A.M. Best rating and financial rating guide. Except for Worker's Compensation and Professional Liability, Escambia County shall be an additional insured under these policies. Required insurance shall be documented in certificates of insurance that reflects Escambia County as certificate holder. The insurance coverage's and limits required must be evidenced by properly executed certificates of insurance submitted to— *Escambia County Parks and Recreation Department, 1651 E. Nine Mile Road, Pensacola, Florida 32514.*

Certificates of insurance will be satisfactory to the County with all succeeding coverage's and carriers to be consecutive to prior coverage's. Certificates of Insurance must expressly evidence that the Organization's policies have been endorsed to give Escambia County at least thirty (30) days advance notice before any cancellation or reduction in insurance coverage takes effect. All liability coverage shall be through carriers licensed to do business in the State of Florida.

No provision of the Agreement can be construed, or in any way is intended to be construed, as a waiver of Escambia County's sovereign immunity or any 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 Organization agrees not to violate, or knowingly or negligently permit or allow to be violated, any condition of any insurance policies required by the Agreement. All insurance coverage of the Organization must be primary to any insurance or self-insurance carried by Escambia County applicable to this Agreement. The acceptance by Escambia County of any Certificate of Insurance does not constitute approval or agreement by Escambia County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the Agreement.

24. HOLD HARMLESS. The Organization shall indemnify and hold harmless Escambia County, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, penalties, interest, attorney and paralegal fees, liability and expenses in connection with the loss of life, bodily or personal injury, environmental impairment, property damage, including loss of use of the property, zoning or similar issues, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the Organization's negligent performance of the Agreement. The Organization's obligation is not limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

25. DAMAGE OR DESTRUCTION BY CASUALTY. If by fire or other casualty the Park is totally damaged or destroyed, either party has the option of terminating the Agreement by serving written notice upon the other within "thirty (30) days from the date of the casualty or a lesser number of days as the parties may mutually agree.

26. COMPLIANCE WITH LAWS AND PROCEDURES. The parties agree to comply with all applicable laws, guidelines, rules, regulations, and requirements, whether federal, state, or local, applicable to the Organization and its use of the Park and those for the correction, prevention, and abatement of nuisance, unsafe conditions, or other grievances arising from or pertaining to the use or occupancy of the Park.

27. SEVERABILITY. If any term or condition of the Agreement or the application of the Agreement to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of the Agreement is not affected and each term and condition of the Agreement is to be valid and enforceable to the fullest extent permitted by law.

28. 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. The Agreement will be construed in accordance with the laws of the State of Florida, and venue is in Escambia County, Florida.

29. INTERPRETATION. For purposes of this agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations 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 either party 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 this agreement, it shall immediately notify the other party and request clarification of its 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 the terms and provisions hereof.

30. FURTHER DOCUMENTS. The parties shall execute and deliver all documents and perform further actions that may reasonably be necessary to effectuate the provisions of this agreement.

31. NO WAIVER. The failure of a party to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either Party's right to thereafter enforce the same in accordance with this agreement.

32. EFFECTIVE DATE. Submission of the Agreement to the County does not constitute an offer, and the Agreement becomes effective upon the execution and delivery by both the Organization and the County. The County and the Organization acknowledge that they have not relied upon any statement, representation, prior or contemporaneous written, or oral promises, agreements, or warranties, except as expressed in the Agreement.

If the Organization, with the County's consent, uses the Park or any part of the Park prior to the beginning of the agreement term, all provisions of the Agreement will be in full force and effect beginning at the time of the initial use.

33. **RELATIONSHIP OF PARTIES.** Nothing contained in the Agreement can be deemed by the parties or by any third party to create the relationship of principal and agent, partnership, joint venture or similar relationship between the County and the Organization.

34. **ACKNOWLEDGEMENT.** The Agreement cannot be more strictly construed against either party because one party may have drafted or prepared any or all of the terms and provisions of the Agreement. It is acknowledged that each of the parties has been represented by legal counsel and that each of the legal counsel has contributed substantially to the content of the Agreement.

SIGNED AND DELIVERED BY:

COUNTY:
ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its authorized Board of County Commissioners.

By: _____
Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Deputy Clerk

(SEAL)

ORGANIZATION:
Perdido Bay Youth Sports Association, a nonprofit corporation authorized to do business in the State of Florida.

By: Barry Barrows
President or Designee

Michael Rhodes
Witness
Print Name: Michael Rhodes

Hikki Harris
Witness
Print Name: Hikki Harris

This document approved as to form and legal sufficiency.

By: [Signature]
Title: MC#
Date: 3/27/12

RESOLUTION NUMBER R2012-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA APPROVING A PARK LICENSE AND MANAGEMENT AGREEMENT FOR PROPERTY OWNED BY ESCAMBIA COUNTY, FLORIDA, WITH PERDIDO BAY FUTBOL CLUB FOR PUBLIC RECREATION; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Perdido Bay Futbol Club ("Organization"), a non-profit corporation which is organized for the purposes of providing social and character development through recreational activities for the citizens of Escambia County, has made application to the Board of County Commissioners to manage and administer Southwest Escambia Sports Complex ("Park") for the purpose of providing a location, as well as all other citizens and groups in Escambia County, to engage in recreational and athletic activities and pastimes; and

WHEREAS, Escambia County ("County"), a political subdivision of the State of Florida, has determined that such management and administration of the above-described property would be in its best interests; and

WHEREAS, the Organization desires to assist the County in the continual operation of public recreational and athletic programs at the Park, which are controlled by the County; and

WHEREAS, the County would benefit from such assistance of the Organization in operating the Park for recreational purposes.

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

Section 1. That the Board of County Commissioners finds the above recitals to be true and correct and incorporates them herein by reference.

Section 2. That the Board hereby approves the Park License and Management Agreement and authorizes the Chairman to execute the Agreement.

Section 3. That the Organization shall pay to the County the sum of one dollar (\$1) per year, payable in advance.

Section 4. That this resolution shall take effect immediately upon its adoption by the Board of County Commissioners.

ADOPTED this ____ day of _____, 2012.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Deputy Clerk

This document approved as to form
and legal sufficiency.

By: Justin A. Hall

Title: ACA

Date: 3/23/12

(SEAL)

BCC Approved: _____

PARK LICENSE AND MANAGEMENT AGREEMENT

THIS LICENSE AND MANAGEMENT AGREEMENT (Agreement) is made and entered into as of this 1st day of March, 2012 (or upon completion of the Southwest Escambia County Sports Complex) by and between Escambia County, a political subdivision of the State of Florida, whose address is 221 Palafox Place, Pensacola, Florida (County), and Perdido Bay Futbol Club (Organization) whose address is 2020 Bauer Road, Pensacola, Florida, 32506 and Federal Tax Identification Number is 85-8015585177C-6.

WITNESSETH:

WHEREAS, the County owns the property known as Southwest Escambia County Sports Complex Park; and

WHEREAS, the Organization, a non-profit corporation organized under the laws of the State of Florida, was created to provide social and character development through recreational activities for citizens of Escambia County; and

WHEREAS, the County and the Organization desire that the Organization manage recreational activities at the Park for the use and benefit of the public; and

WHEREAS, the Organization has expressed interest to the Board of County Commissioners to use and manage the Park for the purpose of providing a location for members of its organization and citizens and groups in Escambia County to engage in recreational activities and pastimes; and

WHEREAS, the County is satisfied that a license to use, manage, and administer the Park would be in the County's best interests; and

WHEREAS, the Organization desires to assist the County in the continued operation of public recreational and athletic programs at the Park which are controlled by the County; and

WHEREAS, the County would benefit from the assistance of the Organization in operating the Park for recreational purposes; and

WHEREAS, this Agreement supersedes any previous agreements.

NOW THEREFORE, the parties agree as follows:

1. PARK USE AND MANAGEMENT. The County licenses the Organization to use and manage the Park with relation to activities and programs that are sponsored by and under the Organization's direction. The Organization agrees that the Park will remain available for use by other citizens and community organizations at all times for activities which do not interfere with the Organization's scheduled activities.

During the period of the Agreement and any renewal of the Agreement, the Organization will administer the Park's various athletic programs for the public's benefit and will organize team athletic events in accordance with the terms in the Agreement. The Organization has priority in scheduling its athletic events and practices at the Park. Any member of the public, who qualifies under applicable Organization rules, may participate in the athletic events.

The Organization may grant preferences to programs designated for youth.

The Organization may charge a fee for participation in the Organization's athletic events, provided however, that any fee charged cannot exceed anticipated expenses directly associated with the program, including appropriate allowances for participation in the programs by children without sufficient funds to pay the fees. The fees are to be used solely for the purpose of covering expenses directly associated with the programs and activities of the Organization.

The Organization shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, and Title VI of the Civil Rights Act of 1964, as amended. The Organization shall not discriminate against any person because of race, color, sex, religion, handicap, age, or national origin, by refusing to furnish services provided by the Organization.

2. **TERM.** The term of this Agreement begins on the 1st day of March, 2012, (or upon completion of the Southwest Escambia County Sports Complex) and ends on the 28th day of February, 2013. The Agreement automatically renews for successive renewal terms of one year each, unless ninety (90) days prior to the end of any renewal term, either the Organization or the County gives written notice of intent not to renew.

3. **PAYMENT OF RENT.** The Organization agrees to pay to the County the sum of one dollar (\$1) per year, payable in advance for the initial agreement term one (1) year. The County acknowledges receipt of one dollar (\$1).

4. **NOTICES.** Notices to the Organization and the County under the Agreement and the payment of rent must be addressed to and mailed or delivered to the following:

TO THE COUNTY:
Escambia County
Parks and Recreation Department
1651 E. Nine Mile Road
Pensacola, Florida 32514

TO THE ORGANIZATION:
Perdido Bay Futbol Club
President, Ken Parsons
240 Riola Place
Pensacola, FL 32506

With a copy to:
County Attorney's Office
221 Palafox Place, Suite 400
Pensacola, Florida 32502

Notices can be personally delivered or sent by U.S. mail. The date of delivery is the date of receipt of any notice. Each party may change its address by written notice given to the other.

5. **ORGANIZATION DOCUMENTS.** Within sixty (60) days of execution of the Agreement, the Organization agrees to provide to the County a copy of its incorporating documents, all previous year reports, and a list of its current Board of Directors. The Organization agrees to furnish the following annually with the Park License and Management Agreement to the County; certificate of insurance, financial report, player roster, board member roster, coaches roster, monthly board meeting minutes, activity report, and organization equipment inventory. The Organization agrees to furnish all reports after each season with the exception of non-resident fees, player and coach's roster spreadsheet by the third week of the season. Failure to provide said documents to the County by March 1 of any year could result in the termination of this Agreement.

A meeting will be scheduled on an annual basis with the Recreation Director or Manager and the organization's president and vice-president or treasurer to review all necessary documents referenced above.

6. **MEDIATION.** The County Administrator, or authorized designee, will assure the Organization's compliance with the terms of the Agreement. The County Administrator may elect to mediate disputes arising between members of the public and the Organization regarding the Organization's compliance with the Agreement. The Organization designates its Board of Directors, or a specifically appointed committee of the Board of Directors, to represent the Organization in disputes. The Organization's Board of Directors is responsible for carrying out all the objectives set forth in the Agreement.

7. **CONSTRUCTION OF IMPROVEMENTS.** The County agrees to preserve the Park exclusively for recreational purposes. The County further agrees that during the term of the Agreement, no physical change to the property or major construction work will be undertaken without prior consultation with the Board of Directors of the Organization.

If the Organization wants to undertake any construction work in the Park, prior approval must be obtained from the County, and the Organization shall ensure that all Federal, State, local laws, regulations, and ordinances are complied with, including but not limited to: (a) the Occupational Safety and Health Act of 1970, Construction Industry Standards (29 CFR §1926, et. seq.); (b) the Americans with Disabilities Act of 1990, as subsequently amended (42 U.S.C. 12101, et. seq.); (c) Escambia County Review Committee approval; and (d) Building inspection review. All improvements made by the Organization become the property of the County without charge upon completion.

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10. EQUIPMENT. An inventory of equipment and personal property stored at the Park must be provided annually to the County by the Organization. Such inventory shall be filed on March 1 of every year. Failure to timely file such inventory may result in the termination of this Agreement. All equipment or other personal property owned by the Organization, which has been placed or maintained in the Park by the Organization, is at the sole risk of the Organization. The Organization may remove from the Park any time prior to, or within sixty (60) days of the termination of the Agreement its equipment and personal property. Any Organization equipment or personal property not removed from the Park within sixty (60) days after termination of the Agreement becomes the exclusive property of the County without recourse.

11. CONCESSIONS. The Organization may maintain a concession activity for food and drink at the Park as long as the Organization complies with all applicable County ordinances and local and state health regulations. No alcoholic beverages allowed. The County will not, without the prior approval of the Organization, engage in any competing concession activities, either through its own agents or by the granting of concession privileges to any other person or entity. Income derived from concession activities remain the exclusive property of the Organization and must be used by the Organization to further its activities at the Park and in providing additional improvements for the Organizations' programs. The Organization is responsible for all repairs, maintenance, and certification of all concession equipment. The Organization is responsible for the annual maintenance and certification of hood vent systems and fire extinguishers. The Organization can utilize existing equipment and can purchase new or used equipment as needed.

12. SIGNS. Signs used for team or Organization sponsor advertising remain the separate property of the Organization and all the income derived from their display must be used to further Organization activities. All sponsorship signs, pursuant to the ordinances of Escambia County, must be uniform in size and shape with general display locations fronting inwards or facing a playing field. No sign can serve as an external advertisement facing outwards toward roadways or other public facilities, and no sign is allowed on the Park's perimeter fencing. Signs cannot be displayed any sooner than thirty (30) days before and no later than thirty (30) days after the Organization's official sports season.

13. COACHES AND BACKGROUND CHECKS. The Organization will perform background checks on all coaches. The Organization agrees to have the Coaches certified annually through such organizations as National Alliance for Youth Sports or their appropriate league affiliation at the Organization expense. The Organization agrees to provide a coaches roster spreadsheet that includes a check box for certification and background checks by the third week of the season. In addition, at the County's request, the Organization shall provide copies of all coaches' background checks which shall remain confidential.

14. BOARD MEETINGS. The Organization agrees to notify the County in advance on scheduled meetings. The Organization agrees to supply list of board members with phone numbers, email addresses, and physical addresses to the County annually. The Organization is to notify the County of any board member changes during the term of the contract. The Organization agrees to provide monthly board meeting minutes to the County.

15. TOURNAMENTS/PARK-RENTALS/SUCCESSORS/CLINICS/CAMPS. Without previous written permit/consent of the County, neither the Organization, nor its successors in interest by operation of law or otherwise, are permitted to assign the Agreement sublet or permit the occupancy of the Park or any part of the Park, by anyone other than the Organization. After consent from the County, the occupants will provide proper proof of insurance to the County and the Organization.

16. **SCHEDULES.** The Organization agrees to provide the County with all league game and practice schedules. The Organization agrees to provide sixty days notice of season start date. The Organization agrees to notify the County thirty days in advance for any special events and fundraisers.

The Organization agrees to provide with the signed lease agreement a year calendar showing sign up dates, start date of practices, start date of games, and any special events.

17. **TERMINATION.** The Agreement may be terminated by the County after thirty (30) days notice to the Organization without cause and for convenience or with cause, particularly whenever the Park is not being used, utilized, or managed by the Organization in accordance with the provisions of the Agreement, or whenever the Organization ceases operation, dissolves its corporation, or otherwise no longer provides the required services under the terms of the Agreement.

The Agreement may be terminated by the Organization at any time in case of material breach of the Agreement by the County provided that the Organization shall first give to the County written notice of the breach and thirty (30) days within which to remedy the breach. Any notice under this section mailed or delivered by the County to the Board of Directors of the Organization will be deemed as the official notice of the County.

18. **RECORDS.** The parties acknowledge that this agreement and any related financial records, and its reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provisions of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this agreement.

19. **ENTIRE AGREEMENT.** The Agreement contains the entire agreement of the parties and no representations, inducements, promises, or agreements between the parties not contained in the Agreement will be of any force and effect. Any amendments, modifications, additions, or alterations of the Agreement must be in writing executed with the same formalities as the Agreement.

20. **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.

21. **SUCCESSORS AND ASSIGNS.** Without the previous written consent of the County, neither the Organization, nor its successors in interest by operation of law or otherwise, are permitted to assign the Agreement sublet or permit the occupancy of the Park or any part of the Park, by anyone other than the Organization. Any consent by the County to any act of assignment, subletting, or occupancy will be held to apply only to the specific transaction authorized. In any event, no assignment, subletting or occupancy will relieve the Organization of its obligations under the Agreement.

22. **SURVIVAL.** All other provisions which, by their inherent character, sense, and context, are intended to survive termination of this agreement shall survive it.

23. **INSURANCE.** During the period mutually agreed upon between the County and the Organization, the Organization shall procure and maintain:

- a. Commercial general liability insurance policy with minimum limits of coverage in the amount of One Million Dollars (\$1,000,000), per occurrence/aggregate, including coverage parts of bodily injury, personal injury and death, broad form property damage, blanket contractual liability covering the contract, independent contractors, premises/operations, products and completed operations, and fire legal liability. Sports participation cannot be

excluded. The Organization must also require any other organization using the Park for organized events to have "special event" liability insurance.

- b. Auto liability insurance policy with Five Hundred Thousand Dollars (\$500,000); minimum combined single limits per occurrence for bodily injury, property damage, and death, arising out of ownership or use of vehicles to include owned, non-owned and hired vehicles. Auto liability may be endorsed under the commercial general liability policy.

The Organization shall procure and maintain required insurance coverage's documented on Certificates of Insurance, which show policies with insurers with a Secure A.M. Best rating and financial rating guide. Except for Worker's Compensation and Professional Liability, Escambia County shall be an additional insured under these policies. Required insurance shall be documented in certificates of insurance that reflects Escambia County as certificate holder. The insurance coverage's and limits required must be evidenced by properly executed certificates of insurance submitted to— *Escambia County Parks and Recreation Department, 1651 E. Nine Mile Road, Pensacola, Florida 32514.*

Certificates of insurance will be satisfactory to the County with all succeeding coverage's and carriers to be consecutive to prior coverage's. Certificates of Insurance must expressly evidence that the Organization's policies have been endorsed to give Escambia County at least thirty (30) days advance notice before any cancellation or reduction in insurance coverage takes effect. All liability coverage shall be through carriers licensed to do business in the State of Florida.

No provision of the Agreement can be construed, or in any way is intended to be construed, as a waiver of Escambia County's sovereign immunity or any 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 Organization agrees not to violate, or knowingly or negligently permit or allow to be violated, any condition of any insurance policies required by the Agreement. All insurance coverage of the Organization must be primary to any insurance or self-insurance carried by Escambia County applicable to this Agreement. The acceptance by Escambia County of any Certificate of Insurance does not constitute approval or agreement by Escambia County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the Agreement.

24. HOLD HARMLESS. The Organization shall indemnify and hold harmless Escambia County, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, penalties, interest, attorney and paralegal fees, liability and expenses in connection with the loss of life, bodily or personal injury, environmental impairment, property damage, including loss of use of the property, zoning or similar issues, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the Organization's negligent performance of the Agreement. The Organization's obligation is not limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

25. DAMAGE OR DESTRUCTION BY CASUALTY. If by fire or other casualty the Park is totally damaged or destroyed, either party has the option of terminating the Agreement by serving written notice upon the other within "thirty (30) days from the date of the casualty or a lesser number of days as the parties may mutually agree.

26. COMPLIANCE WITH LAWS AND PROCEDURES. The parties agree to comply with all applicable laws, guidelines, rules, regulations, and requirements, whether federal, state, or local, applicable to the Organization and its use of the Park and those for the correction, prevention, and abatement of nuisance, unsafe conditions, or other grievances arising from or pertaining to the use or occupancy of the Park.

27. SEVERABILITY. If any term or condition of the Agreement or the application of the Agreement to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of the Agreement is not affected and each term and condition of the Agreement is to be valid and enforceable to the fullest extent permitted by law.

28. 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. The Agreement will be construed in accordance with the laws of the State of Florida, and venue is in Escambia County, Florida.

29. INTERPRETATION. For purposes of this agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations 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 either party 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 this agreement, it shall immediately notify the other party and request clarification of its 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 the terms and provisions hereof.

30. FURTHER DOCUMENTS. The parties shall execute and deliver all documents and perform further actions that may reasonably be necessary to effectuate the provisions of this agreement.

31. NO WAIVER. The failure of a party to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either Party's right to thereafter enforce the same in accordance with this agreement.

32. EFFECTIVE DATE. Submission of the Agreement to the County does not constitute an offer, and the Agreement becomes effective upon the execution and delivery by both the Organization and the County. The County and the Organization acknowledge that they have not relied upon any statement, representation, prior or contemporaneous written, or oral promises, agreements, or warranties, except as expressed in the Agreement.

If the Organization, with the County's consent, uses the Park or any part of the Park prior to the beginning of the agreement term, all provisions of the Agreement will be in full force and effect beginning at the time of the initial use.

33. **RELATIONSHIP OF PARTIES.** Nothing contained in the Agreement can be deemed by the parties or by any third party to create the relationship of principal and agent, partnership, joint venture or similar relationship between the County and the Organization.

34. **ACKNOWLEDGEMENT.** The Agreement cannot be more strictly construed against either party because one party may have drafted or prepared any or all of the terms and provisions of the Agreement. It is acknowledged that each of the parties has been represented by legal counsel and that each of the legal counsel has contributed substantially to the content of the Agreement.

SIGNED AND DELIVERED BY:

COUNTY:
ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its authorized Board of County Commissioners.

By: _____
Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Deputy Clerk

(SEAL)

ORGANIZATION:
Perdido Bay Futbol Club, a nonprofit corporation authorized to do business in the State of Florida.

By: Kenneth D. P...
President or Designee

Nikki Harris
Witness
Print Name: Nikki Harris

Michael Flores
Witness
Print Name: Michael Flores

This document approved as to form and legal sufficiency.
By: [Signature]
Title: ACH
Date: 3/27/12



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2365

County Administrator's Report 14. 17.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 04/05/2012

Issue: Disposition of Property and Sale Agreement

From: Michael Hardin

Organization: Escambia County Super. of Elections

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning Request for Disposition of Surplus Voting Equipment and Sale of Surplus Voting Equipment to Elections Systems & Software, LLC, for the Office of the Supervisor of Elections - David H. Stafford, Supervisor of Elections

That the Board take the following action concerning the disposition and sale of surplus voting equipment for the Supervisor of Elections Office:

- A. Approve the Request for Disposition of Property Form for the Supervisor of Elections Office, for surplus voting equipment as listed, to be sold to Elections Systems & Software, LLC; and
- B. Approve and authorize the Chairman to sign the Bill of Sale Agreement with Elections Systems & Software, LLC.

[Proceeds from Bill of Sale Agreement will go into Fund 352, LOST III, Cost Center 110267, Project 08PF0028]

BACKGROUND:

Escambia County established policy for disposing of surplus or obsolete equipment.

Escambia County purchased the Voting Equipment from Election Systems and Software, LLC in 2005.

Election Systems and Software, LLC has offered a buy back option for a portion of the original purchase.

BUDGETARY IMPACT:

Proceeds from Sale Agreement will go into the LOST III fund Cost Center 110267, Project 08PF0028.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Bill of Sale Agreement has been reviewed and approved by the County Attorney's office.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Disposition of Property and Sale

REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Bureau: _____ Supervisor of Elections COST CENTER NO: 550101

Doug Browne DATE: 3/26/2012
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: 595-3033

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y		See attached list and contract				


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: 3/26/2012
 FROM: Escambia County Bureau Bureau Chief (Signature): 

Bureau Chief (Print Name) David H. Stafford

RECOMMENDATION: Date: 3/26/12
 TO: Board of County Commissioners
 FROM: County Administration

 Charles R. "Randy" Oliver
 County Administrator

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

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

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

Precinct	S/N	County ID #	Item Description	ES & S Part #
WHS	S5139851->	54282	15" Supervisor	91057-BL
SOE	S5139912->	54283	15" Supervisor	91057-BL
1	V5111323->	54383	15" ADA	91052-BL
2	V5113095->	54285	15" ADA	91052-BL
3	V5115182->	54286	15" ADA	91052-BL
4	V5115520->	54287	15" ADA	91052-BL
5	V5117931->	54288	15" ADA	91052-BL
6	V5118031->	54289	15" ADA	91052-BL
7	V5118036->	54290	15" ADA	91052-BL
9	V5118063->	54291	15" ADA	91052-BL
11	V5118108->	54292	15" ADA	91052-BL
14	V5118111->	54293	15" ADA	91052-BL
15	V5118133->	54294	15" ADA	91052-BL
16	V5118242->	54295	15" ADA	91052-BL
17	V5118364->	54296	15" ADA	91052-BL
18	V5118385->	54297	15" ADA	91052-BL
19	V5118398->	54298	15" ADA	91052-BL
21	V5118536->	54299	15" ADA	91052-BL
22	V5118547->	54300	15" ADA	91052-BL
23	V5118591->	54301	15" ADA	91052-BL
24	V5118700->	54302	15" ADA	91052-BL
25	V5118708->	54303	15" ADA	91052-BL
26	V5118714->	54304	15" ADA	91052-BL
28	V5118836->	54305	15" ADA	91052-BL
29	V5118850->	54306	15" ADA	91052-BL
30	V5118903->	54307	15" ADA	91052-BL
31	V5118911->	54308	15" ADA	91052-BL
32	V5118920->	54309	15" ADA	91052-BL
33	V5118935->	54310	15" ADA	91052-BL
34	V5118979->	54311	15" ADA	91052-BL
35	V5118980->	54312	15" ADA	91052-BL
36	V5119004->	54313	15" ADA	91052-BL
38	V5119043->	54314	15" ADA	91052-BL
39	V5119149->	54315	15" ADA	91052-BL
40	V5119180->	54316	15" ADA	91052-BL
41	V5119203->	54317	15" ADA	91052-BL
42	V5119393->	54318	15" ADA	91052-BL
43	V5119455->	54319	15" ADA	91052-BL
45	V5119457->	54320	15" ADA	91052-BL
46	V5120353->	54321	15" ADA	91052-BL
47	V5121705->	54322	15" ADA	91052-BL
48	V5121989->	54323	15" ADA	91052-BL
49	V5143331->	54387	15" ADA	91052-BL
50	V5129209->	54325	15" ADA	91052-BL
51	V5132542->	54326	15" ADA	91052-BL
54	V5141999->	54348	15" ADA	91052-BL
55	V5140243->	54328	15" ADA	91052-BL
56	V5140288->	54329	15" ADA	91052-BL
58	V5140294->	54330	15" ADA	91052-BL
60	V5140295->	54331	15" ADA	91052-BL
61	V5140296->	54332	15" ADA	91052-BL

62	V5140312->	54333	15" ADA	91052-BL
63	V5140357->	54334	15" ADA	91052-BL
64	V5140372->	54335	15" ADA	91052-BL
65	V5140388->	54336	15" ADA	91052-BL
67	V5140399->	54337	15" ADA	91052-BL
68	V5140402->	54338	15" ADA	91052-BL
69	V5140422->	54339	15" ADA	91052-BL
70	V5141712->	54340	15" ADA	91052-BL
71	V5141730->	54341	15" ADA	91052-BL
72	V5141771->	54342	15" ADA	91052-BL
73	V5141810->	54343	15" ADA	91052-BL
74	V5141813->	54344	15" ADA	91052-BL
75	V5141820->	54345	15" ADA	91052-BL
77	V5141975->	54346	15" ADA	91052-BL
80	V5141976->	54347	15" ADA	91052-BL
82	V5143755->	54393	15" ADA	91052-BL
83	V5142013->	54349	15" ADA	91052-BL
84	V5142021->	54350	15" ADA	91052-BL
86	V5143156->	54384	15" ADA	91052-BL
88	V5142047->	54352	15" ADA	91052-BL
90	V5142067->	54353	15" ADA	91052-BL
91	V5142103->	54354	15" ADA	91052-BL
92	V5142129->	54355	15" ADA	91052-BL
94	V5142136->	54356	15" ADA	91052-BL
95	V5142162->	54357	15" ADA	91052-BL
97	V5142164->	54358	15" ADA	91052-BL
98	V5142220->	54359	15" ADA	91052-BL
99	V5143372->	54388	15" ADA	91052-BL
100	V5142298->	54361	15" ADA	91052-BL
101	V5142301->	54362	15" ADA	91052-BL
102	V5142309->	54363	15" ADA	91052-BL
103	V5142323->	54364	15" ADA	91052-BL
104	V5142329->	54365	15" ADA	91052-BL
105	V5142385->	54366	15" ADA	91052-BL
106	V5142389->	54367	15" ADA	91052-BL
107	V5142397->	54368	15" ADA	91052-BL
108	V5142422->	54369	15" ADA	91052-BL
110	V5143390->	54390	15" ADA	91052-BL
111	V5142449->	54371	15" ADA	91052-BL
112	V5142495->	54372	15" ADA	91052-BL
113	V5143736->	54392	15" ADA	91052-BL
TOC	V5143405->	54391	15" ADA	91052-BL
EV1	V5142532->	54374	15" ADA	91052-BL
EV2	V5142549->	54375	15" ADA	91052-BL
EV3	V5142581->	54376	15" ADA	91052-BL
EV4	V5142649->	54377	15" ADA	91052-BL
EV5	V5142690->	54378	15" ADA	91052-BL
EV6	V5120373->	55244	15" ADA	91052-BL
EV7	V5128294->	55245	15" ADA	91052-BL
EV8	V5134541->	55246	15" ADA	91052-BL
S1	V5142695->	54379	15" ADA	91052-BL
S2	V5142714->	54380	15" ADA	91052-BL

S3	V5142727->	54381	15" ADA	91052-BL
S4	V5142910->	54382	15" ADA	91052-BL
S5	V5142040->	54351	15" ADA	91052-BL
S6	V5143301->	54385	15" ADA	91052-BL
S7	V5143312->	54386	15" ADA	91052-BL
S8	V5127624->	54324	15" ADA	91052-BL
S9	V5142260->	54360	15" ADA	91052-BL
S10	V5163975->	55258	15" ADA	91052-BL
S11	V5142434->	54370	15" ADA	91052-BL
S12	V5145484->	55250	15" ADA	91052-BL
S13	V5142507->	54373	15" ADA	91052-BL
S14	V5140084->	54327	15" ADA	91052-BL
S15	V5152205->	55253	15" ADA	91052-BL
S16	V5152215->	55254	15" ADA	91052-BL
S17	V5137739->	55247	15" ADA	91052-BL
S18	V5138167->	55248	15" ADA	91052-BL
S19	V5138400->	55249	15" ADA	91052-BL
S20	V5143373->	54389	15" ADA	91052-BL
S21	V5143758->	54394	15" ADA	91052-BL
S22	V5152063->	55251	15" ADA	91052-BL
TR1	V5152097->	55252	15" ADA	91052-BL
TR2	V5152318->	55255	15" ADA	91052-BL
TR3	V5152897->	55256	15" ADA	91052-BL
TR4	V5154725->	55257	15" ADA	91052-BL

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: Bill of Sale Agreement

Date: March 21, 2012

Date due for placement on agenda: April

Requested by David Stafford

Phone Number: 850-595-3900

.....
(LEGAL DEPARTMENT USE ONLY)

Legal Review by 

Date Received: 3/21/12

Approved as to form and legal sufficiency.

Not approved.

Make subject to legal signoff.

Additional comments:

COUNTY ATTORNEYS
OFFICE
2012 MAR 21 PM 9 39
RECEIVED

BILL OF SALE AGREEMENT

This Bill of Sale Agreement ("Agreement") is made as of March __, 2012 (the "Effective Date") between Election Systems & Software LLC., a Delaware limited liability company with an address at 11208 John Galt Boulevard, Omaha, Nebraska USA 68137 ("ES&S"), and Escambia County, Florida, with an address at 100 E. Blount St., Pensacola, FL 32591-2601 ("County").

RECITALS

WHEREAS, ES&S sells voting systems products and services to governmental and other entities throughout the world;

WHEREAS, ES&S previous sold certain voting system products to the County and now desires to buy back such voting system products from the County; and

WHEREAS, the County has agreed to sell back to ES&S certain of its voting system products.

NOW, THEREFORE, in consideration of the foregoing recitals (which are specifically incorporated herein by this reference) and the covenants and agreements set forth below, the parties hereby agree as follows:

1. **EQUIPMENT; PRICING.** The County agrees to sell the voting system products as more fully described on Exhibit A attached hereto and fully incorporated herein by this reference (the "Equipment") and ES&S agrees to purchase the Equipment at prices set forth in the table below:

Quantity	Equipment Description	Unit Price (USD)	Total Price (USD)
125	15" iVotronic ADA Terminal	\$250.00	\$31,250
0	15" iVotronic Voter Terminal	\$250.00	\$0
2	15" iVotronic Supervisor Terminal	\$250.00	\$500
	Total Sale Amount		\$31,750

2. **PURCHASE PRICE.** In consideration for the County's sale of the Equipment set forth in Section 1, ES&S agrees to pay the County the sum of Thirty-One Thousand Seven Hundred Fifty dollars and no cents (\$31,750 USD) within thirty (30) days of acceptance of the Equipment.

3. **DELIVERY; RISK OF LOSS.** The County shall package the Equipment and ready the Equipment for pick-up by ES&S. ES&S and the County shall mutually agree upon a delivery date and time whereby ES&S shall pick-up the Equipment at County's designated location. ES&S shall be responsible for all shipping costs associated with the delivery of the Equipment. Risk of loss to the Equipment shall pass when the Equipment is picked up by ES&S at the County's designated location. Title to the Equipment shall pass upon County's receipt of full payment for the Equipment.

4. **WARRANTY OF TITLE.** County warrants that it has good, marketable title to the Equipment, free and clear of all claims, liens and encumbrances and will defend the same against all claims.

5. **WARRANTY OF EQUIPMENT.** The County warrants that the Equipment is in normal working condition and operates in accordance with its documentation; subject to normal wear and tear.

6. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, USA, without regard to its conflicts of laws principles.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives as of the Effective Date.

ELECTION SYSTEMS & SOFTWARE LLC

By: _____
Print Name: _____
Title: _____

ESCAMBIA COUNTY, FLORIDA

By: _____
Print Name: Wilson B. Robertson
Title: Chairman

This document approved as to form and legal sufficiency.

By: [Signature]
Title: ASST. COUNTY ATTORNEY
Date: MARCH 22, 2012

ATTEST ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT
By: _____
DEPUTY CLERK

Exhibit A
Equipment

The Equipment to be sold to ES&S shall be as follows:

Item	Type of Equipment	Serial Number
1	15" iVotronic ADA Terminal with Booth	
2	15" iVotronic ADA Terminal with Booth	
3	15" iVotronic ADA Terminal with Booth	
4	15" iVotronic ADA Terminal with Booth	
5	15" iVotronic ADA Terminal with Booth	
6	15" iVotronic ADA Terminal with Booth	
7	15" iVotronic ADA Terminal with Booth	
8	15" iVotronic ADA Terminal with Booth	
9	15" iVotronic ADA Terminal with Booth	
10	15" iVotronic ADA Terminal with Booth	
11	15" iVotronic ADA Terminal with Booth	
12	15" iVotronic ADA Terminal with Booth	
13	15" iVotronic ADA Terminal with Booth	
14	15" iVotronic ADA Terminal with Booth	
15	15" iVotronic ADA Terminal with Booth	
16	15" iVotronic ADA Terminal with Booth	
17	15" iVotronic ADA Terminal with Booth	
18	15" iVotronic ADA Terminal with Booth	
19	15" iVotronic ADA Terminal with Booth	
20	15" iVotronic ADA Terminal with Booth	
21	15" iVotronic ADA Terminal with Booth	
22	15" iVotronic ADA Terminal with Booth	
23	15" iVotronic ADA Terminal with Booth	
24	15" iVotronic ADA Terminal with Booth	
25	15" iVotronic ADA Terminal with Booth	
26	15" iVotronic ADA Terminal with Booth	
27	15" iVotronic ADA Terminal with Booth	
28	15" iVotronic ADA Terminal with Booth	
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36	15" iVotronic ADA Terminal with Booth	
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38	15" iVotronic ADA Terminal with Booth	
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41	15" iVotronic ADA Terminal with Booth	
42	15" iVotronic ADA Terminal with Booth	
43	15" iVotronic ADA Terminal with Booth	
44	15" iVotronic ADA Terminal with Booth	
45	15" iVotronic ADA Terminal with Booth	
46	15" iVotronic ADA Terminal with Booth	
47	15" iVotronic ADA Terminal with Booth	
48	15" iVotronic ADA Terminal with Booth	
49	15" iVotronic ADA Terminal with Booth	
50	15" iVotronic ADA Terminal with Booth	
51	15" iVotronic ADA Terminal with Booth	
52	15" iVotronic ADA Terminal with Booth	
53	15" iVotronic ADA Terminal with Booth	

113	15" iVotronic ADA Terminal with Booth	
114	15" iVotronic ADA Terminal with Booth	
115	15" iVotronic ADA Terminal with Booth	
116	15" iVotronic ADA Terminal with Booth	
117	15" iVotronic ADA Terminal with Booth	
118	15" iVotronic ADA Terminal with Booth	
119	15" iVotronic ADA Terminal with Booth	
120	15" iVotronic ADA Terminal with Booth	
121	15" iVotronic ADA Terminal with Booth	
122	15" iVotronic ADA Terminal with Booth	
123	15" iVotronic ADA Terminal with Booth	
124	15" iVotronic ADA Terminal with Booth	
125	15" iVotronic ADA Terminal with Booth	
1	15" iVotronic Supervisor Terminal	
2	15" iVotronic Supervisor Terminal	



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2332

County Administrator's Report 14. 1.

BCC Regular Meeting

Discussion

Meeting Date: 04/05/2012

Issue: Approval of Amendments to Fiscal Year 2011/2012 Miscellaneous Appropriations Agreements

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning Approval of Amendments to the Fiscal Year 2011/2012 Miscellaneous Appropriations Agreements for Pensacola Sports Association, Inc., and Pensacola Bay Area Chamber of Commerce, Inc. - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning approval of the Amendments to the Fiscal Year 2011/2012 Miscellaneous Appropriations Agreement with Pensacola Sports Association, Inc.:

A. Approve the Amendment to the Fiscal Year 2011/2012 Miscellaneous Appropriations Agreement with Pensacola Sports Association, Inc., amending Section 3, increasing the allocation by \$50,000, for a total allocation of \$150,000, for expenses related to the Grand Opening of the Community Maritime Park, to be paid as follows: \$25,000, from the event fund previously granted to the Pensacola Bay Area Chamber of Commerce, Inc., and \$25,000, from the 4th Cent Tourist Development Tax, Tourist Promotion Fund 108, Cost Center 360105, Account 58201;

OR

B. Approve the Amendment to the Fiscal Year 2011/2012 Miscellaneous Appropriations Agreement with Pensacola Sports Association, Inc., amending Section 3, increasing the allocation by \$50,000, for a total allocation of \$150,000, for expenses related to the Grand Opening of the Community Maritime Park, to be paid as follows: \$36,000, from the event fund previously granted to the Pensacola Bay Area Chamber of Commerce, Inc., and \$14,000, from the 4th Cent Tourist Development Tax, Tourist Promotion Fund 108, Cost Center 360105, Account 58201;

C. Approve the Amendment to the Fiscal Year 2011/2012 Miscellaneous Appropriations Agreement for Pensacola Bay Area Chamber of Commerce, Inc., subject to legal approval, amending Section 3, decreasing the allocation by either \$25,000 or \$36,000, based upon the Board's approval of paragraph "A" or "B" outlined above;

D. Authorize the Chairman to sign the Amendments and all other necessary documents; and

E. Approve the necessary Change Orders.

BACKGROUND:

On March 6, 2012 the Tourist Development Council approved \$50,000.00 for expenses related to the Grand Opening of the Community Maritime Park on June 9, 2012 with the above mentioned choices of funding. The County makes payment in support of the activities of certain outside agencies approved by the Board. In order to recognize these contractual agreements and establish the source documents by which payment can be made, Board approval of Amendments to these Agreements is necessary. Staff recommends option B if the Board elects to fund the event.

BUDGETARY IMPACT:

Funds are available in the Fiscal Year 2011/2012 Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney has reviewed the Amendment to the Agreement with the Pensacola Sports Association and will review the Amendment to the Agreement with the Pensacola Bay Area Chamber of Commerce, Inc.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval of Amendments to Miscellaneous Appropriations Agreements is necessary.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Sports Amendment

AMENDMENT TO MISCELLANEOUS
APPROPRIATIONS AGREEMENT WITH
PENSACOLA SPORTS ASSOCIATION, INC.

As approved by the Board of County Commissioners at its meeting on April 5, 2012, this Agreement is hereby amended to reflect the following:

1. Section 3 of the Miscellaneous Appropriations Agreement is amended to read as follows:

The County agrees to pay the recipient the sum of \$150,000.00 for the program of activity payable monthly in accordance with the procedures set forth in Exhibit "B" as amended per Exhibit 1 to this Agreement, attached hereto and made a part hereof.

2. The budget attached as Exhibit "A" is amended per Exhibit 2 attached hereto and made a part hereof.

3. All other provisions of the Agreement entered into between the County and the Pensacola Sports Association, Inc. approved on January 19, 2012 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment to the Miscellaneous Appropriations Agreement on the 5th day of April, 2012.

**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: Kristen Horal

Title: ACA

Date: 3/20/12

EXHIBIT "A"

2011/2012 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION Pensacola Sports Association, Inc.

APPROVED BUDGET

SALARIES AND BENEFITS.....\$ _____

SUPPLIES.....\$ _____

TRAVEL.....\$ _____

UTILITIES.....\$ _____

EQUIPMENT (Unit Cost \$1,000 or more).....\$ _____

OTHER RECURRING COSTS:

_____ \$ _____

_____ \$ _____

_____ \$ _____

TOTAL OTHER RECURRING COSTS\$ _____

OTHER NON-RECURRING COSTS

Special Events \$ 100,000.00

Expenses Related
to the Grand Opening
of the Community Maritime
Park \$ 50,000.00

_____ \$ _____

TOTAL OTHER NON-RECURRING COSTS\$ _____

GRAND TOTAL\$ 100,000.00 150,000.00

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 after each major event 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-2291

County Attorney's Report 14. 1.

BCC Regular Meeting

Action

Meeting Date: 04/05/2012

Issue: Restricting Access to the Gulf of Mexico During the BonfireJam Pensacola Beach Concert Series Event

From: Ryan E. Ross, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning Restricting Access to the Gulf of Mexico During the BonfireJam Pensacola Beach Concert Series Event

That the Board adopt a resolution declaring that double red flag conditions will occur on a specific portion of Santa Rosa Island during the BonfireJam Pensacola Beach Concert Series event and restricting access to the Gulf of Mexico from 5:00 p.m. on Saturday, May 12, 2012, until 5:00 a.m. on Sunday, May 13, 2012.

BACKGROUND:

The Santa Rosa Island Authority and BonfireJam is promoting and hosting a series of concerts billed as "The BonfireJam Pensacola Beach Concert Series" on the Pensacola Beach portion of Santa Rosa Island. The concerts will be held on Saturday, May 12, 2012. The concerts will take place on the portion of Pensacola Beach adjacent to the Gulf of Mexico and located proximate to the Casino Beach recreation area.¹

The Santa Rosa Island Authority ("SRIA") and BonfireJam anticipate a significant turnout for the BonfireJam Pensacola Beach Concert Series event and are concerned that concertgoers may attempt to swim in the Gulf during and after the event. Furthermore, the SRIA and BonfireJam believe that some individuals may try to enjoy the event from personal watercraft anchored in the Gulf. Finally, the SRIA and BonfireJam cautiously note that alcoholic beverages will be available at the concert, and believe that impaired concertgoers should not have access to the Gulf, particularly during the night concerts. For these reasons, both entities are requesting that the Board of County Commissioners restrict access to the Gulf of Mexico during the BonfireJam Pensacola Beach Concert Series event by ordering the SRIA to post a series of warning signs and/or double red flags along the portion of the beach where the event will take place. The Board has the authority to restrict access in this manner pursuant to its authority to post

¹ By SRIA policy, this portion of the beach includes the area from a point 300 feet to the west of the Gulf Pier (marked by yellow pole) continuously to 900 feet east of the Gulf Pier (marked by yellow pole).

warning flags conferred by Section 380.276, Florida Statutes, its home rule powers conferred by Section 125.01, Florida Statutes, and its inherent police powers to safeguard the public health, safety, and welfare of the citizens of Escambia County, as a political subdivision of the State of Florida.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Recommendation prepared by Assistant County Attorney, Ryan E. Ross.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

BonfireJam Gulf Restrictions 2012 Resolution

RESOLUTION 2012- _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, RESTRICTING ACCESS TO THE GULF OF MEXICO ON A LIMITED PORTION OF SANTA ROSA ISLAND DURING THE BONFIREJAM PENSACOLA BEACH CONCERT SERIES EVENT FROM 5:00 P.M. ON SATURDAY, MAY 12, 2012, UNTIL 5:00 A.M. ON SUNDAY, MAY 13, 2012; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Santa Rosa Island Authority and the BonfireJam organization (“BonfireJam”) are promoting a series of concerts billed as the “BonfireJam Pensacola Beach Concert Series” on a limited portion of Santa Rosa Island on May 12, 2012; and

WHEREAS, the Santa Rosa Island Authority (“SRIA”) and BonfireJam anticipate a significant turnout for the BonfireJam Pensacola Beach Concert Series event; and

WHEREAS, the SRIA and BonfireJam also anticipate that some individuals may attempt to enjoy or otherwise access the BonfireJam Pensacola Beach Concert Series event by anchoring a vessel in the Gulf Of Mexico waters immediately adjacent to the event; and

WHEREAS, the concert will occur at night; and

WHEREAS, furthermore, alcoholic beverages will be available to concertgoers; and

WHEREAS, accordingly, in the interest of public safety, the SRIA and BonfireJam are requesting that the Board of County Commissioners restrict access to those Gulf of Mexico waters immediately adjacent to the location of the BonfireJam Pensacola Beach Concert Series event by ordering the SRIA to post a series of double red flags, warning flags, or any combination of both, at the location of the BonfireJam Pensacola Beach Concert Series event; and

WHEREAS, the Board of County Commissioners finds that it has the authority to restrict access in this manner pursuant to its authority to post warning flags conferred by Section

380.276, Florida Statutes, its home rule powers conferred by Section 125.01, Florida Statutes, and its inherent police powers to safeguard the public health, safety, and welfare of the citizens of Escambia County as a political subdivision of the State of Florida; and

WHEREAS, the Board of County Commissioners further finds that restricting access to the Gulf of Mexico during the BonfireJam Pensacola Beach Concert Series event advances the public health, safety, and welfare.

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

SECTION 1. RECITALS.

The aforementioned recital clauses are hereby incorporated into this Resolution.

SECTION 2. LEGISLATIVE FINDINGS.

The Board of County Commissioners hereby declares that the aforementioned recital clauses constitute a declaration of its legislative intent in restricting access to the Gulf of Mexico during the BonfireJam Pensacola Beach Concert Series event.

SECTION 3. RESTRICTION OF ACCESS TO GULF OF MEXICO.

(a) Subject to the limitations established by this resolution, the Board of County Commissioners declares that no individual may enter the Gulf of Mexico for the purpose of swimming, boating, fishing, or to engage in any other recreational or commercial activity during the BonfireJam Pensacola Beach Concert Series event on Santa Rosa Island.

(b) This restriction shall commence at 5:00 P.M. on Saturday, May 12, 2012, and shall terminate at 5:00 A.M. on Sunday, May 13, 2012.

(c) This restriction shall only apply to the Gulf of Mexico waters located immediately adjacent to a portion of Santa Rosa Island that includes the area from a point 300 feet to the



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2302

County Attorney's Report 14. 2.

BCC Regular Meeting

Action

Meeting Date: 04/05/2012

Issue: Conflict Waiver for Attorney John Adams

From: Stephen G. West, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning a Conflict Waiver for Attorney John Adams of the Law Firm of Emmanuel, Sheppard & Condon

That the Board authorize a conflict waiver for Attorney John Adams to represent the County in connection with the resolution of the claim under a policy title insurance issued by Old Republic National Title Insurance Company for property purchased from Gregory S. English and Linda J. English on April 15, 2011.

BACKGROUND:

After the County acquired the subject property, the Engineering staff discovered that the Florida Department of Transportation (FDOT) claimed an interest in approximately sixty (60) feet of the property adjacent to Mobile Highway. The issuer of the County's policy title insurance, Old Republic National Title Insurance Company, has tentatively retained John Adams to represent the County in the resolution of the claim. Mr. Adam's law firm, Emmanuel, Sheppard & Condon, represents and has represented clients in matters where their interests are adverse to the County's. However, in the opinion of the County Attorney, none of these matters would affect Mr. Adam's ability to represent the County in resolution of its title insurance claim.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2309

County Attorney's Report 14. 3.

BCC Regular Meeting

Action

Meeting Date: 04/05/2012

Issue: Waiver of Potential Conflict of Interest

From: Charles V. Pepler, Deputy County Attorney

Organization: County Attorney's Office

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning Waiver of any Potential Conflict of Interest by the Law Firm of Moore, Hill & Westmoreland, P.A.

That the Board:

A. Waive any potential conflict of interest in having the law firm of Moore, Hill & Westmoreland, P.A. represent the County in the cases of *Theresa M. Guy, et al. v. Roads, Inc. of NWF and Escambia County, Florida* (Case No. 2010 CA 002044) and *Dawn Ashby, et al. v. Roads, Inc. of NWF and Escambia County, Florida* (Case No. 2010 CA 003112) when the firm of Moore, Hill & Westmoreland, P.A. is defending Speegle Construction, Inc. in the civil action filed by Escambia County captioned *Escambia County, Florida v. McCall and Associates, Inc. Architects, Samuel Johnson, Inc., Samuel F. Johnson, Jr., Speegle Construction, Inc., Carolina Casualty Insurance Company, and Berkley Insurance Company* (Case No. 2011 CA 001127) relating to design and construction defects in the Public Safety Building; and

B. Authorize the County Attorney to execute a Conflict Waiver to reflect that the Board of County Commissioners is waiving any potential conflict of interest, a copy of which is attached.

BACKGROUND:

Escambia County has brought suit against McCall and Associates, Inc. Architects, Samuel Johnson, Inc., Samuel F. Johnson, Jr., Speegle Construction, Inc., Carolina Casualty Insurance Company, and Berkley Insurance Company for damages for breach of contract, professional negligence, breach of implied warranty and breach of performance bonds, among other claims, seeking compensation to remediate structural defects present in the Public Safety Building. One of the firms representing Speegle Construction, Inc. is Moore, Hill & Westmoreland, P.A. and the attorney assigned to that matter is Eric Mead.

The County was sued last year by Theresa M. Guy, individually and as personal representative of the Estate of Nathian Guy and by Dawn Ashby, individually and as personal representative of the Estate of Glen Ashby relating to an automobile accident that took place at the intersection of Kingsfield Road and County Road 97 which was under construction as part of a road widening project along Kingsfield Road. Roads, Inc. was the County's contractor. Plaintiffs are claiming that the stop sign was improperly placed causing the accident.

The County invoked the indemnification clause of the construction contract between Roads, Inc. and the County and demanded that Roads, Inc. provide a defense for the County and indemnify the County. Travelers, the insurance company for Roads, Inc. has retained the law firm of Moore, Hill & Westmoreland, P.A. to represent the County in these two cases. Yancey Langston and Douglas Woodward have been assigned by the firm to represent the County.

The County Attorney's Office has reviewed the defenses being asserted by Speegle to Escambia County's claims against Speegle Construction relating to the Public Safety Building and the possible defenses to be asserted on behalf of the County involving the stop sign/automobile collision. There does not appear to be any conflict in having the same law firm represent Speegle Construction, Inc. and well as represent the County. The two civil actions are not related and there would be no temptation by the Moore Hill law firm to provide anything other than a vigorous defense to the County in the Guy and Ashby lawsuits. Therefore, it is this office's recommendation that the County waive any conflict of interest and allow the law firm of Moore, Hill & Westmoreland to continue representing the County in the matters of *Theresa M. Guy, et al. v. Roads, Inc. NWF and Escambia County*, and *Dawn Ashby, et al. v. Roads, Inc. of NWF and Escambia County* as above.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office has approved the Conflict Waiver form attached to this recommendation.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Conflict Waiver

CONFLICT WAIVER

This is to acknowledge that Escambia County, Florida, is presently represented by the law firm of Moore, Hill & Westmoreland, P.A., in the cases of *Theresa M. Guy, et al. v. Roads, Inc. of NWF and Escambia County, Florida, Case No. 2010 CA 002044*, and *Dawn Ashby, et al. v. Roads, Inc. of NWF and Escambia County, Florida, Case No. 2010 CA 003112*, which are ongoing. The firm of Moore, Hill & Westmoreland, P.A. represents Speegle Construction, Inc. in the case of *Escambia County, Florida v. McCall and Associates, Inc. Architects; Samuel Johnson, Inc.; Samuel F. Johnson, Jr.; Speegle Construction, Inc.; Carolina Casualty Insurance Company; and Berkley Insurance Company, Case No. 2011 CA 001127*. Escambia County demanded that Roads, Inc. provide a defense and indemnify it in the cases brought by Theresa M. Guy and the Estate of Nathian Guy and Dawn Ashby and the Estate of Glen Ashby. Traveler's Insurance Company has retained the law firm of Moore, Hill & Westmoreland, P.A. to defend and represent the County in these matters. Yancey Langston of the law firm of Moore Hill & Westmoreland, P.A. has executed a stipulation for substitution of counsel which has been approved by the circuit court. Based on the recommendation of the Office of the Escambia County Attorney, the Board of County Commissioners has no objection to the firm of Moore, Hill & Westmoreland, P.A. representing and defending Escambia County in the above actions involving Guy and Ashby and hereby waives any conflict which may exist in connection with such representation by Moore, Hill & Westmoreland, P.A., dated this _____ day of _____, 2012

Alison Rogers, County Attorney
By Charles V. Pepler, Deputy County Attorney
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2324

County Attorney's Report 14. 4.

BCC Regular Meeting

Action

Meeting Date: 04/05/2012

Issue: Retaining the Law Firm of Lewis, Longman & Walker With Expertise in State and Federal Environmental Enforcement Schemes

From: Alison P. Rogers, County Attorney

Organization: County Attorney's Office

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning Retaining the Law Firm of Lewis, Longman & Walker at an Hourly Rate Not to Exceed \$255 with a \$15,000 Cap

That the Board authorize retaining the law firm of Lewis, Longman & Walker, P.A. to represent the County in matters related to CERCLA and other environmental enforcement issues at the County Transfer Station (Palafox Street and Texar Drive Ammonia Site) at an hourly rate not to exceed \$255 with a \$15,000 cap. Any amount over \$15,000 would require additional Board action.

BACKGROUND:

The Board at its December 2011 meeting approved to retain the law firm of Lewis, Longman & Walker with a cap of \$10,000 (Resume attached). The cap has been met and there is a need for additional expertises on these issues concerning environmental enforcement at the County Transfer Station.

BUDGETARY IMPACT:

Fund 401, Solid Waste Fund, Cost Center 230307.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments


Resume Dec. 8, 2011

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ATTORNEY'S REPORT – Continued

I. FOR ACTION – Continued

1-4. Approval of Various For Action Items – Continued

- 
4. Authorizing to retain the Law Firm of Lewis, Longman & Walker, P.A., to represent the County in matters related to CERCLA and other environmental enforcement issues at the County Transfer Station (Palafox Street and Texar Drive Ammonia Site), at an hourly rate not to exceed \$255, with a \$10,000 cap; any amount over \$10,000 would require additional Board action.

III. FOR INFORMATION ▶

1-4. Approval of Various For Information Items

1. Accepting, for filing with the Board's minutes, the letter from the Attorney General's Office, dated November 16, 2011, concerning a Formal Comment on the Municipal Service Benefit Units – Authority of Board of County Commissioners to forgive penalties and interest on arrears when Special Assessments are not collected by the Uniform Method.
2. Accepting, for filing with the Board's minutes, the Opinion regarding Mohamed A. Mohamed vs. Escambia County, filed by Judge (Terry D.) Terrell on November 22, 2011.
3. Accepting, for filing with the Board's minutes, the *Notice of Charter Service Complaint* filed with the Federal Transit Administration (FTA) by Beach Bum Trolley, LLC, and Answer filed in response on behalf of Escambia County.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2062

County Attorney's Report 14. 5.

BCC Regular Meeting

Action

Meeting Date: 04/05/2012

Issue: MSPB Ordinance Revisions

From: Ryan E. Ross, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning Merit System Protection Board Ordinance Revisions

That the Board take the following action:

A. Approve the scheduling of a Public Hearing to be held on April 17, 2012 at 5:31 p.m., to consider amending certain provisions of the 2005 Merit System Protection Board (MSPB) Ordinance.

B. Ratify the advertising of the Notice of Intent to Adopt a County Ordinance to be published in the *Pensacola News Journal* on Saturday, March 31, 2012.

BACKGROUND:

In 2005, the Board of County Commissioners established the Escambia County Merit System Protection Board to replace the Escambia County Civil Service Board and to provide certain employees with a fair, expeditious, and equitable procedure to resolve appeals of specified adverse employment actions. Since establishing the MSPB, Escambia County management and an employee committee have recommended several revisions to the ordinance to improve and streamline the appeal process. The Escambia County Sheriff's Office has also recommended amendments to the 2005 ordinance. Finally, budgetary constraints require elimination of two positions established by the ordinance (that are presently vacant).

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The revisions to the Ordinance will be prepared by Ryan E. Ross, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2293

County Attorney's Report 14. 6.

BCC Regular Meeting

Action

Meeting Date: 04/05/2012

Issue: Workers' Compensation Settlement Involving Paul Roberts

From: Ryan E. Ross, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning Workers' Compensation Settlement Involving Paul Roberts

That the Board approve a washout Workers' Compensation settlement for former corrections officer Paul Roberts, in the amount of \$215,000.00; in exchange for this amount, Mr. Roberts will execute a general release of claims on behalf of Escambia County.

BACKGROUND:

Paul Roberts is a former Escambia County corrections officer who suffered multiple cardiac incidents during his employment. Florida law establishes a presumption that heart disease is a compensable work-related condition for corrections officers. The attorney for the County's third party workers' compensation adjuster is a specialist in these types of "presumption cases" and has thoroughly reviewed this claim with a medical case manager and Mr. Roberts' treating physician. (A detailed settlement analysis from the attorney is available from Assistant County Attorney Ryan Ross.) If the County does not settle, he believes that the County will face substantial future exposure for permanent total disability benefits. The present value of future permanent total disability benefits is estimated as \$475,000.00. Accordingly, to minimize the County's long-term financial exposure, the County's adjuster is recommending a complete settlement of all workers' compensation claims in the amount of \$215,000.00. Risk Manager Michael Watts concurs with this recommendation.

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 was prepared by Assistant County Attorney, Ryan E. Ross.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A
