

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 – June 7, 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.

The Board of County Commissioners allows any person to speak regarding an item on the Agenda. The speaker is limited to three (3) minutes to allow sufficient time for all speakers. Speakers shall refrain from abusive or profane remarks, disruptive outbursts, protests, or other conduct which interferes with the orderly conduct of the meeting. Upon completion of the Public comment period, discussion is limited to Board members and questions raised by the Board.

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

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

5. Commissioners' Forum.
6. Presentation - Recognition of the following Solid Waste Management employees who represented Escambia County at the Solid Waste Association of North America Magic on the Track Road-E-O, held in Kissimmee, Florida, on April 20 & 21, 2012:

Dennis Rigby, Fleet Maintenance - First Place Award, Mechanic
John Gilly, Field Supervisor - Second Place Award, Heavy Equipment - Track Dozer

7. Proclamations.

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

A. Adopt the Proclamation recognizing the 50th Anniversary of the Vietnam War and honoring those who served; and

B. Ratify the Proclamation dated May 24, 2012, proclaiming May 24, 2012, as "Queen Bee Day", in honor and recognition of Ms. China Cheryl Lively, as she retires after 35 years of exemplary dedication and service to the citizens of Escambia County.

8. Written Communication:

- A. April 25, 2012 - Communication from Aliaksandra Newell, Municipal Assessment Coordinator, Altisource, requesting that the Board provide relief of the fines relative to a Code Enforcement Lien against property located at 1107 Kathleen Avenue.

Recommendation: That the Board review and consider lien relief request made by Aliaksandra Newell against property located at 1107 Kathleen Avenue.

On June 18, 2009, the Board amended the "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H 2. Staff was instructed to review all 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.

Aliaksandra Newell has no other recourse but to appeal before the Board under Written Communication.

James T. Ard does own other property in Escambia County.
Tena Farmer does not own other properties in Escambia County.

- B. May 8, 2012 – Email communication from David McCurdy requesting that the Board provide relief of Code Enforcement Lien against property located at 3700 Market Street.

Recommendation: That the Board review and consider lien relief request made by David McCurdy against property located at 3700 Market 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.

David McCurdy has no other recourse but to appeal before the Board under Written Communication.

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

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

10. 9:01 a.m. Public Hearing for consideration of the Petition to Vacate an unnamed right-of-way and alleyway in Bluff Springs Subdivision, as petitioned by Thomas C. Ward.

Recommendation: That the Board take the following action concerning the Petition to Vacate an unnamed right-of-way (360 feet x 40 feet = 14,400 square feet or 0.33 acres) and a 20-foot-wide alleyway (360 feet x 20 feet = 7,200 square feet or 0.16 acres) in Bluff Springs Subdivision, as petitioned by Thomas C. Ward:

A. Approve the Petition to Vacate an unnamed right-of way (360 feet x 40 feet = 14,400 square feet or 0.33 acres) and a 20-foot-wide alleyway (360 feet x 20 feet – 7,200 square feet or 0.16 acres) in Bluff Springs Subdivision, as petitioned by Thomas C. Ward;

B. Accept the Hold/Harmless Agreement;

C. Adopt the Resolution to Vacate; and

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

Thomas C. Ward owns property in Block 4, Bluff Springs Subdivision, which is an unrecorded subdivision located off of North Century Boulevard (Highway 29) and south of Elsie Davis Road. Mr. Ward is requesting the Board vacate any interest the County has in that certain 40-foot-wide unimproved right-of-way (360 feet x 40 feet = 14,400 square feet or 0.33 acres) lying between Block 4 and Block 78, Bluff Springs Subdivision, and all that certain 20-foot-wide alleyway (360 feet x 20 feet = 7,200 square feet or 0.16 acres) lying within Block 4, Bluff Springs Subdivision. Staff has made no representations to the Petitioner that Board approval of this request operates to confirm the vesting or return of title to the land to the Petitioner or to any other interested party.

11. 9:03 a.m. Public Hearing for consideration of the renewal of a Permit to Construct and/or Operate a Construction and Demolition Debris Facility for Longleaf C&D Disposal Facility.

Recommendation: That the Board authorize the renewal of a Permit to Construct and/or Operate a Construction and Demolition Debris Facility for Longleaf C&D Disposal Facility, located at 2023 Longleaf Drive, Pensacola, FL, owned by Waste Management, Inc.

[Funding: Fund 401, Solid Waste, Account Number 343402]

12. 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 and Comptroller's Finance Department

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

A. Payroll Expenditures for Pay Date May 25, 2012, in the amount of \$2,118,558.61; and

B. The following three Disbursement of Funds:

(1) May 10, 2012, to May 16, 2012, in the amount of \$4,376,511.41;

(2) May 17, 2012, to May 23, 2012, in the amount of \$2,167,996.81; and

(3) May 24, 2012, to May 30, 2012, in the amount of \$192,705.58.

2. Recommendation Concerning Write-off of Accounts Receivable

That the Board adopt the Resolution authorizing the write-off of \$543,994.34 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 Escambia County Community Redevelopment Agency Commercial Facade, Landscape, and Infrastructure Grant Program Lien Agreement for property located at 1505 West Avery Street, owned by Beulah's Pre-K and Learning Center, Inc., recorded in Official Records Book 6858, at Pages 1664 through 1665, as approved by the Board on April 21, 2011; and

B. The Escambia County Community Redevelopment Agency Residential Rehab Grant Program Lien Agreement for property located at 619 McCarroll Road, owned by Kara Jean Burgess, recorded in Official Records Book 6863, at Pages 364 through 365, as approved by the Board on August 18, 2011.

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. Approve the Minutes of the Regular Board Meeting held May 17, 2012;

B. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held May 17, 2012; and

C. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held May 10, 2012.

GROWTH MANAGEMENT REPORT

I. Consent Agenda

1. **Recommendation Concerning the Scheduling of a Public Hearing**

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

Thursday, June 28, 2012

5:48 p.m. - A Public Hearing - Brickton Borrow Pit Expansion, Highway 29.

COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

1. Recommendation Concerning the Request for Disposition and Sale of Surplus Voting Equipment to Printelect 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 Printelect; and

B. Approve the sale of surplus voting equipment to Printelect.

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

2. Recommendation Concerning the Request for Disposition of Property for the Escambia County Health Department - John J. Lanza, MD, PhD, MPH, FAAP, CHD Director

That the Board approve the Request for Disposition of Surplus Property Form for the Escambia County Health Department for property to be auctioned as surplus or properly disposed of, which is described and listed on the Disposition Form.

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

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

4. Recommendation Concerning a Request for Disposition of Property for the Public Works Department - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve the two Request for Disposition of Property Forms, indicating seven items to be properly disposed of, which are described and listed on the Request Forms, with reasons for disposition stated.

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

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

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

6. Recommendation Concerning National Association of Counties 2012 Credential (Voting) Form - Charles R. "Randy" Oliver, County Administrator

That the Board take the following action concerning the National Association of Counties (NACo) 2012 Credential (Voting) Form:

A. Designate Commissioner Wilson B. Robertson, Chairman, as Escambia County's delegate, and Commissioner Marie K. Young, as Escambia County's alternate delegate; and

B. Authorize the Chairman to sign the NACo 2012 Credentials (Voting) Identification Form.

7. 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 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.

8. Recommendation Concerning Authorization for Out-of-County Travel - Charles R. "Randy" Oliver, County Administrator

That the Board authorize out-of-County travel for Commissioner Kevin W. White to attend the Florida Metropolitan Planning Organization Advisory Council (MPOAC) Weekend Institute for Elected Officials in Tampa, Florida, June 8-10, 2012.

9. Recommendation Concerning a Request for a Public Hearing to Consider an Ordinance Establishing an Economic Development Ad Valorem Tax Exemption (EDATE) for Ascend Performance Materials, LLC - Charles R. "Randy" Oliver, County Administrator

That the Board authorize the scheduling of a Public Hearing for Thursday, June 28, 2012, at 5:32 p.m., for consideration of adopting an Ordinance establishing an Economic Development Ad Valorem Tax Exemption (EDATE) for Ascend Performance Materials, LLC, for 62% of their business expansion for up to 10 years.

10. Recommendation Concerning the District 1 Appointment to the Escambia County Animal Services Advisory Committee - Marilyn D. Wesley, Community Affairs Department Director

That the Board confirm the appointment of Colleen Bridgman as the District 1 representative to the Escambia County Animal Services Advisory Committee, with the term of appointment to begin June 7, 2012, and to run concurrent with the term of Commissioner Wilson B. Robertson or at his discretion.

11. Recommendation Concerning an Appointment to the Workforce Escarosa, Inc., Board of Directors - Marilyn D. Wesley, Community Affairs Department Director

That the Board confirm the appointment of Randy M. Ramos, President and CEO, Global Business Solutions, Inc., to the Workforce Escarosa, Inc., Board of Directors as a private for-profit education/training sector representative for a three-year term, with the term of appointment to be effective June 7, 2012, through June 6, 2015.

12. Recommendation Concerning Designation of an Alternate Facility for Development Services Department Continuity of Operations Plan - T. Lloyd Kerr, AICP, Development Services Department Director

That the Board take the following action concerning the Memorandum of Understanding by and between Escambia County, Florida, through its Development Services Department (DSD), and the University of West Florida (UWF), relating to designation of an alternate facility to continue operations and perform mission-essential functions under the DSD Continuity of Operations Plan ("COOP"):

- A. Approve the Memorandum of Understanding; and
- B. Authorize the County Administrator to sign the Agreement.

13. Recommendation Concerning the Limited Waiver of the Escambia County Noise Abatement Ordinance for the 2012 DeLuna Fest at Pensacola Beach - T. Lloyd Kerr, AICP, Development Services Department Director

That the Board approve the application for a Special Event Permit for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance in conjunction with the outdoor event, DeLuna Fest, sponsored by Five Flags Tourism Group, to be held on Pensacola Beach, on the following dates and times:

Friday, September 21, 2012, 7:00 a.m., to 1:00 a.m., Saturday, September 22, 2012

Saturday, September 22, 2012, 7:00 a.m., to 1:00 a.m., Sunday, September 23, 2012

Sunday, September 23, 2012, from 7:00 a.m., to 1:00 a.m., Monday, September 24, 2012

14. Recommendation Concerning Escambia County Finance Authority Reappointment - Charles R. "Randy" Oliver, County Administrator

That the Board take the following action concerning a reappointment to the Escambia County Housing Finance Authority, as requested by Elbert Jones, Jr., Executive Director:

- A. Waive the Board's Policy, Section I, Part B 1. (D), Appointment Policy and Procedures; and
- B. Reappoint Robert Ward for another four-year term, effective August 1, 2012, through July 31, 2016.

II. Budget/Finance Consent Agenda

1. Recommendation Concerning Supplemental Budget Amendment #149 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #149, Other Grants and Projects Fund (110) in the amount of \$200,000, to recognize Grant funds from the State of Florida Department of Environmental Protection (FDEP), and to appropriate these funds for recreational trail projects in this current budget year.

2. Recommendation Concerning Supplemental Budget Amendment #151 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #151, Other Grants and Projects Fund (110) in the amount of \$96,433, to recognize the State Aid to Libraries Grant funds from the State of Florida, and to appropriate these funds for the Escambia County Library System.

3. Recommendation Concerning Supplemental Budget Amendment #160 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #160, Transportation Trust Fund (175) in the amount of \$7,829, to recognize insurance proceeds received for damage to traffic equipment at various locations around the County, and to appropriate these funds back into the Traffic Operations Cost Center.

4. Recommendation Concerning Reallocating Funding Among Projects with the Local Option Sales Tax Fund (352) - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning reallocating funding among projects with the Local Options Sales Tax Fund (352):

A. Reallocate a total of \$3,000,000 from the following projects for the Navy Boulevard project:

1. \$1,000,000 from the Audusson Extension project (11NE0892);
2. \$1,500,000 from the Beach Haven, Bellshead, Mobile Highway, Englewood Sewer Extension Project (10NE0018);
3. \$390,000 from the Palafox Streetscaping Project;
4. \$110,000 from the Palafox Commerce Park Project; and

B. Reallocate \$300,000 from the Palafox Commerce Park project for the construction of sidewalks along Bobe Street.

5. Recommendation Concerning Approval of Amendment to the Fiscal Year 2011/2012 Miscellaneous Appropriations Agreement with the African American Heritage Society, Inc. - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning approval of the Amendment to the Fiscal Year 2011/2012 Miscellaneous Appropriations Agreement with the African American Heritage Society, Inc.:

A. Approve the Amendment to the Fiscal Year 2011/2012 Miscellaneous Appropriations Agreement with the African American Heritage Society, Inc., amending Section 3, increasing the allocation by \$25,000, for a total allocation of \$50,000, for expenses related to the development of a documentary titled "Belmont Devilliers: The Making of a Neighborhood", to be paid from the 4th Cent Tourist Development Tax, Tourist Promotion Fund (108), Cost Center 360105, Account 58201;

B. Authorize the Chairman to sign the Amendment and all other necessary documents; and

C. Approve the necessary Change Order.

6. Recommendation Concerning Conveyance of Real Property Located at 3004 North Guillemard Street to Pensacola Habitat for Humanity, Inc., - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the conveyance of real property to Pensacola Habitat for Humanity, Inc., a not-for-profit corporation, using Escambia County's Surplus Property Disposition for Affordable Housing Development Program:

A. Declare surplus the Board's real property located at 3004 North Guillemard Street, Account Number 05-1037-000, Reference Number 04-2S-30-6001-035-017;

B. Adopt the Resolution authorizing the conveyance of this property to Pensacola Habitat for Humanity, Inc.;

C. Approve the sale price of \$12,182.50 for the 3004 North Guillemard Street property;

D. Acknowledge that Habitat for Humanity, Inc.'s, design/structure shall be subject to architectural review and approval by Escambia County;

E. Allow Pensacola Habitat for Humanity, Inc., up to a maximum of 120 days to close because of HUD (U.S. Department of Housing and Urban Development) approval requirements; and

F. Authorize the Chairman to execute the Resolution and all documents related to the sale.

7. Recommendation Concerning Conveyance of the Airport Boulevard and Hedge Road Property to the Florida Department of Transportation - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the conveyance of real property to the Florida Department of Transportation to allow and maintain access to remainder properties, whose entries were affected by the State Road 8A (I-110) Project from Brent Lane to Airport Boulevard:

A. Adopt the Resolution authorizing the conveyance back to the Florida Department of Transportation the real property located at Airport Boulevard and Hedge Road, Account Number 04-0550-110, Reference Number 35-1S-30-7218-001-002; and

B. Authorize the Chairman to execute the Deed, the Resolution and all other documents related to the transfer.

8. Recommendation Concerning Authorization to Foreclose Real Property Located at 12 Marshall Lane - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize foreclosure on real property located at 12 Marshall Lane, Account Number 04-2987-000, Reference Number 47-1S-30-1101-002-020, due to the following Liens: 2000 Nuisance Abatement Lien, in the amount of \$35,558.55, recorded in Official Records Book 4512, at Page 1786; and a 2011 Code Enforcement Lien, in the amount of \$11,631.37, recorded in Official Records Book 6761, at Page 585, of the Public Records of Escambia County, Florida.

9. Recommendation Concerning Reduction of Minimum Sales Price of Real Property Located at 1317 Dr. Martin Luther King, Jr., Drive, Due to the Property Appraiser's Re-assessed Value - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the reduction of the minimum bid required for the sale of real property located at 1317 Dr. Martin Luther King, Jr., Drive, due to the Property Appraiser's re-assessed value:

A. Authorize the sale of real property, Account Number 13-3117-000, Reference Number 00-0S-00-9020-013-040, to the bidder with the highest offer received at or above the re-assessed minimum bid of \$10,517, in accordance with Section 46.134 of the Escambia County Code of Ordinances, without further action of the Board; and

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

10. Recommendation Concerning a Memorandum of Understanding Among Escambia County, the WSRE TV Foundation, Inc., the Pensacola Archaeological Society, and the University of West Florida - Amy Lovoy, Management and Budget Services Department Director

That the Board approve, with an effective date of May 1, 2012, the Memorandum of Understanding (MOU) among Escambia County, WSRE TV Foundation, Inc., the Pensacola Archaeological Society, and the University of West Florida (UWF) donating and assigning to UWF all of the rights comprised in the copyright of "Yo Solo: Bernardo de Galvez on the Stage of the American Revolution" and receiving a non-exclusive, non-royalty-bearing continuing license to broadcast such materials on its government access television any time after September 1, 2012. The County has allocated \$25,000 for this production. This MOU officially designates ownership of the copyright.

11. Recommendation Concerning the Purchase of Vehicles for the Road Department - Amy Lovoy, Management and Budget Services Director

That the Board authorize the County to piggyback off the State of Florida Term Contracts #070-700-11-1 and #071-000-12-1, in accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications; Exemptions; and Section 46-64, Board approval, and award a Purchase Order for two-2012 Ford F-750 XL crew cab trucks, three-2012 Ford F-150 supercab, XL, 4x2, pick-up trucks, eight-2012 Ford F-150 super cab, XL, 4x4, pick-up trucks, two-2012 Ford F-550 regular cab, XL, chassis, one-2012 Ford F 550 crew cab 176 inch wheelbase, and one-2012 Ford F-550 crew cab 200 inch wheelbase, in accordance with the specifications, PD 11-12.037, to Hub City Ford-Mercury, Inc., dba Hub City Ford, Inc., in the amount of \$865,202.20.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 210402, Object Code 56401]

12. Recommendation Concerning the Purchase of Vehicles for the Engineering and Traffic Departments - Amy Lovoy, Management and Budget Services Director

That the Board authorize the County to piggyback off the State of Florida Term Contract #071-000-12-1, in accordance with the Escambia County Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications; Exemptions; and Section 46-64, Board Approval, and award a Purchase Order for three-2012 Ford XL F-150XL super cab 4X4 pick-up trucks and one-2012 Ford F-150XL regular cab 4X2 pick-up, in accordance with the specifications, PD 11-12.036, to Hub City Ford-Mercury, Inc., dba Hub City Ford, Inc., in the amount of \$149,505.80.

[Fund: Fund 175, Transportation Trust Fund, Cost Centers 211201, 210402, 211602, and Object Code, 56401]

13. Recommendation Concerning Community Housing Development Organization Operating Expense Agreement with Circle, Inc. - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action concerning the Escambia Consortium 2011 HOME Investment Partnerships Program (HOME) Community Housing Development Organization (CHDO) Agreement with Circle, Inc. (Circle):

A. Approve entering into the CHDO Operating Expense Agreement with Circle to provide \$15,749 in 2011 HOME Program CHDO Operating Expense support; and

B. Authorize the Chairman or Vice Chairman to execute the CHDO Operating Expense Agreement and all related documents as required to implement the Agreement and provisions thereof.

[Funding: Fund 147/2011, HOME, Cost Center 220401]

14. Recommendation Concerning Community Housing Development Organization Operating Expense Agreement with Community Enterprise Investments, Inc. - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action concerning the Escambia Consortium 2011 HOME Investment Partnerships Program (HOME) Community Housing Development Organization (CHDO) Expense Agreement with Community Enterprise Investments, Inc. (CEII):

A. Approve entering into the CHDO Operating Expense Agreement with CEII to provide \$43,497 in 2011 HOME Program CHDO Operating Expense support; and

B. Authorize the Chairman or Vice Chairman to execute the CHDO Operating Expense Agreement and all related documents as required to implement the Agreement and provisions thereof.

[Funding: Fund 147/2011, HOME, Cost Center 220401]

15. Recommendation Concerning Community Housing Development Organization Operating Expense Agreement with AMR at Pensacola, Inc. - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action concerning the Escambia Consortium 2011 HOME Investment Partnerships Program (HOME) Community Housing Development Organization (CHDO) Agreement with AMR at Pensacola, Inc. (AMR):

A. Approve entering into the CHDO Operating Expense Agreement with AMR to provide \$15,749 in 2011 HOME Program CHDO Operating Expense support; and

B. Authorize the Chairman or Vice Chairman to execute the CHDO Operating Expense Agreement and all related documents as required to implement the Agreement and provisions thereof.

[Funding: Fund 147/2011, HOME, Cost Center 220401]

16. Recommendation Concerning Approval of the Detailed Work Plan Budget for the Mosquito Control Division Fiscal Year 2012-2013 - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action regarding the Detailed Work Plan Budget for the Mosquito Control Division:

A. Approve the Detailed Work Plan Budget - Mosquito Control for Fiscal Year 2012-2013; and

B. Authorize the Chairman to sign the document.

17. Recommendation Concerning County Sponsorship for the 16th Annual Florida Neighborhoods Conference - Keith Wilkins, REP, Community & Environment Department Director

That the Board approve County sponsorship for the 16th Florida Neighborhoods Conference, which includes expenditures from the Fiscal Year 2011/2012 4th Cent Tourist Development Tax Allocation, not to exceed \$12,000. These funds will be spent on expenses for the 16th Annual Florida Neighborhoods Conference to be held July 12, 2012, through July 14, 2012.

[Funding Source: Fund 108, 4th Cent Tourist Development Tax, Cost Center 360105, Object Code 54801]

18. Recommendation Concerning the Mahogany Mill Road Boat Ramp Project -
Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action regarding the acquisition of property (60 feet x 1,100 feet = 66,000 square feet or approximately 1.42 acres) for road right-of-way on Mahogany Mill Road from Mahogany Mill Road, LLC, for the Mahogany Mill Road Boat Ramp Project:

A. Authorize the purchase of real property (60 feet x 1,100 feet = 66,000 square feet or approximately 1.42 acres) on Mahogany Mill Road, from Mahogany Mill Road, LLC, to be used for road right-of-way, for the negotiated amount of \$12,500, in accordance with the terms and conditions contained in the Contract for Sale and Purchase, which will be approved as to form and legal sufficiency by the County Attorney's Office prior to execution by the Chairman;

B. Approve the Contract for Sale and Purchase for the acquisition of real property (60 feet x 1,100 feet = 66,000 square feet or approximately 1.42 acres) on Mahogany Mill Road, subject to Legal review and sign-off;

C. Authorize payment of documentary stamps because the property is being acquired for governmental use, to facilitate the roadway and drainage improvements related to the construction of a public boat ramp facility on Mahogany Mill Road, and the County benefits from the acquisition of this property, because it will provide a very needed recreational access to the water, which will enhance the safety and well-being of the citizens of Escambia County; and

D. Authorize the County Attorney's Office to prepare and the Chairman or Vice Chairman to execute any documents, subject to Legal review and sign-off, necessary to complete the acquisition of this property without further action of the Board.

[Funding Source: Fund 352, LOST III, Cost Center 220102 (NESD Capital Projects), Project 11NE0892]

The County recently acquired property on Mahogany Mill Road for a public boat ramp facility. The portion of Mahogany Mill Road (60 feet x 1100 feet = 66,000 square feet or approximately 1.42 acres), which extends north from Olde Barrancas and on which the boat ramp property is located, is privately owned by Mahogany Mill Road, LLC. At the time the County acquired the boat ramp property, we also acquired easement rights to use Mahogany Mill Road. The design for the boat ramp project includes making substantial improvements to the road and drainage system on this portion of Mahogany Mill Road. It is in the best interests of the County to acquire ownership of this portion of Mahogany Mill Road in order to make the planned improvements.

19. Recommendation Concerning Change Order to Hatch Mott MacDonald for Professional Services for the Public Safety Building Retrofit - 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
Type:	Addition
Amount:	\$5,500
Vendor:	Hatch Mott MacDonald
Project Name:	Public Safety Building Retrofit
Contract:	N/A
PO No.:	111495
Change Order No.:	3
Original Award Amount:	\$47,726
Cumulative Amount of Change Orders through this CO:	\$ 7,770
New Contract Total:	\$55,496

[Funding Source: Fund 352, Local Option Sales Tax III, Cost Center 330435, Object Code 56201, Project No. 05PS0018]

During the process of design and bidding for this project, several unforeseen issues arose that changed the roof design and delayed the bidding process. Specifically, the unforeseen condition of moisture in the existing concrete deck caused the roof design to change from a direct adhesion system to a mechanically fastened system. A mechanically fastened roof system takes significantly longer to install than a fully-adhered system. As a result, an additional 60 days was added to the overall construction time for this project.

Hatch Mott MacDonald is requesting additional time and fee to extend their Construction Administration services to cover the additional 60 days of construction time. The current construction contract time is now 171 consecutive calendar days from the notice to proceed.

20. Recommendation Concerning Amendment #002 to the Florida Department of Children and Families Contract Renewal #AH102 - Gordon C. Pike, Corrections Department Director

That the Board take the following action concerning the Florida Department of Children and Families Contract Renewal #AH102 Amendment #002:

A. Approve the Documentation of Negotiation and Amendment #002 to the Florida Department of Children and Families Contract Renewal #AH102, revising Staffing Requirements paragraph 2.b (2) and Exhibit "B", Method of Payment. This Agreement provides funding for the establishment of a Forensic Mental Health Specialist position within Community Corrections, in the Pre-Trial Release Program to provide services to the justice system; and

B. Authorize the Chairman to sign the Documentation of Negotiation and Amendment #002 to Contract Renewal #AH102.

This Contract is a fixed-rate Contract for a total amount of \$142,920, based on a monthly rate of \$3,970, for a three-year period. This funding is provided by the State 100%.

21. Recommendation Concerning a Memorandum of Understanding between Escambia County and the School Board of Escambia County - Gordon C. Pike, Corrections Department Director

That the Board take the following action concerning a Memorandum of Understanding between Escambia County and the School Board of Escambia County:

A. Approve the Memorandum of Understanding between the School Board of Escambia County, Florida, and the Escambia County, Florida, Board of County Commissioners, that provides for vocational training of incarcerated adult students, located in the Escambia County Road Prison, for a not-to-exceed amount of \$57,500 (\$37,500 for Salary and \$20,000 for Materials, Equipment and Supplies); and

B. Authorize the Chairman to execute the Agreement.

[Funding: Fund 175, Transportation; Inmate Commissary, Cost Center 290205]

22. Recommendation Concerning the Acquisition of Property Located off Fenceline Road from Martin Thomas Wilde for the Area "A" Density Reduction Project - Joy D. Blackmon, P. E., Public Works Department Director

That the Board take the following action regarding the purchase of a parcel of real property located off Fenceline Road, consisting of approximately 1.06 acres, owned by Martin Thomas Wilde, for the Area "A" Density Reduction project:

A. Authorize the purchase of a parcel of real property from Martin Thomas Wilde, for the appraised value of \$45,000, in accordance with the terms and conditions contained in the Contract for Sale and Purchase;

B. Approve the Contract for Sale and Purchase for the acquisition of a parcel of real property located on Fenceline Road, approximately 1.06 acres, owned by Martin Thomas Wilde; and

C. Authorize the County Attorney's Office to prepare and the Chairman or Vice Chairman to execute any documents, subject to Legal review and sign-off, necessary to complete the acquisition of this property without further action of the Board.

[Funding Source: Fund 110, "Other Grants and Projects - Density Reduction PNS-NAS", Account 221006/56101]

In 2004 the Board of County Commissioners (BCC) implemented the density reduction program recommended by JLUS for Area "A". Meeting in regular session on May 7, 2009, the Board authorized staff to begin the process to acquire properties in this area, as recommended at the Committee of the Whole Meeting on April 9, 2009.

Thomas Martin Wilde owns property located off Fenceline Road, north of Pensacola Naval Air Station (NAS) property. The acquisition of this property, approximately 1.06 acres and adjacent to Bill Dickson Park, will promote the long-term viability of NAS, while promoting public safety and general welfare of the citizens of Escambia County.

Staff entered into negotiations with Mr. Wilde and had an appraisal performed by Brantley & Associates, dated January 3, 2012, which placed a value of \$45,000 on the parcel. Staff has offered Mr. Wilde the appraised value of \$45,000, is asking the Board for approval of the Contract for Sale and Purchase, and will pursue reimbursement for this acquisition from Enterprise Florida Defense Infrastructure Grant proceeds.

III. For Discussion

1. Recommendation Concerning Audit of Franchise Fees PD 11-12.027 - Amy Lovoy, Management and Budget Services Department Director

That the Board award and authorize the Chairman to sign a Contract to MuniServices, LLC, for the Audit of Franchise Fees, PD 11-12.027, based on the contingency fees as follows:

**Franchise Fee Audit
MuniServices, LLC, fee***

Natural gas (1 franchisee: City of Pensacola)	25%
Electric (1 franchisee: Gulf Power)	25%
Solid Waste (6 franchisees: Allied Waste Services of North America, Emerald Coast Utilities Authority (ECUA), Southern Scrap Company, Titan Waste Services, Waste Management, Inc., of Florida, and Waste Pro of Florida.	25%

*Fee is based on percentage of funds due to the County because of underreporting or misreporting based on the findings of each audit. These fees include any out-of-pocket expenses or travel-related expenses. MuniServices, LLC, will invoice the County upon issuance of the final report to the County.

COUNTY ATTORNEY'S REPORT

I. For Action

1. Recommendation Concerning a MOU Between the Florida Children and Family Services and the County with Limited County Access to Florida System Data

That the Board authorize the Chairman to execute the attached Memorandum of Agreement between the Florida Children and Family Services and the County for limited County access to Florida system data.

2. Recommendation Concerning Proposed Settlement of Claim from James Autery

That the Board authorize a settlement of the claim submitted by James Autery in which the County will pay to Mr. Autery the sum of \$17,500 in exchange for a General Release and Hold Harmless Agreement in favor of Escambia County.

3. Recommendation Concerning Repealing Certain Septic Tank Regulations Pursuant to HB 1263 (2012)

That the Board authorize the scheduling of a Public Hearing for June 28, 2012, at 5:33 p.m., for consideration of adopting an Ordinance repealing certain septic tank regulations pursuant to HB 1263 (2012).

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



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2691

Proclamations 7.

BCC Regular Meeting

Meeting Date: 06/07/2012

Issue: Adoption/Ratification of Proclamations

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

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Proclamations.

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

A. Adopt the Proclamation recognizing the 50th Anniversary of the Vietnam War and honoring those who served; and

B. Ratify the Proclamation dated May 24, 2012, proclaiming May 24, 2012, as "Queen Bee Day", in honor and recognition of Ms. China Cheryl Lively, as she retires after 35 years of exemplary dedication and service to the citizens of Escambia County.

BACKGROUND:

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

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

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Proclamation June 7, 2012

PROCLAMATION

WHEREAS, on May 28, 2012, the Department of Defense hosted the National Announcement and Proclamation ceremony for the commemoration of the 50th Anniversary of the Vietnam War; and

WHEREAS, the event honored and expressed sincere gratitude to those who served in the Vietnam War and was the first of many future celebrations that will be held to honor our Vietnam Veterans; and

WHEREAS, approximately 9,087,000 military personnel served on active duty during the Vietnam era with 2,709,918 Americans serving in Vietnam, including 7,484 women; and

WHEREAS, approximately 1.5 million men and women fought in combat or close support, with 58,202 patriots losing their lives or missing in action. Of that number, 61% of the men killed were age 21 or younger with the youngest being 15 years of age; and

WHEREAS, many of these veterans, often ridiculed by fellow Americans, returned home to an ungrateful nation, never having received the proper recognition and honor for those who have previously served and defended our great nation; and

WHEREAS, Escambia County joins with our nation in recognizing the 50th Anniversary of the Vietnam War, honoring those who so proudly served, especially those who gave their lives for our great country and to those who returned home, we finally say – Welcome Home! And, God bless you and your families for the sacrifices you made.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, calls on its citizens to “renew their sacred commitment to those who answered our country's call in Vietnam with courage and valor and those who awaited their safe return” and to provide “our Vietnam veterans, their families, and all who have served the fullest respect and support of a grateful nation”.

**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: June 7, 2012

PROCLAMATION

WHEREAS, China Cheryl Lively, Program Coordinator/Office Manager for the County Administrator's Office, began her employment with the Escambia County Board of County Commissioners on June 13, 1977; and

WHEREAS, during her tenure, Cheryl has harrassed 12 different County Administrators and 29 different County Commissioners; and

WHEREAS, at this point, it is impossible to determine what ill effects the exposure to all those dangerously high levels of "hot air" may have on Cheryl during her retirement years; and

WHEREAS, it is believed by some that the effects of this hazardous "hot air" could account for the various tics, twitches, hair loss, and occasional bout of temporary insanity that Cheryl's co-workers have witnessed afflicting her over the years; and

WHEREAS, neither sweeping rain, gale force winds, rising waters, or flooded roadways have been able to deter Cheryl's dedication to fulfilling her duties at the Emergency Operations Citizens' Information Center – **even if she has to be rescued and transported by a fire truck** – the citizens of Escambia County must be protected! Her ability to remain cool, calm, and collected in the midst of chaos is legendary; and

WHEREAS, Cheryl will always be remembered for her endless war against untidy desks and clutter, and her famous sayings like – "Don't tweak my cheeks" and "It's better to ask for forgiveness than permission".

NOW, THEREFORE, the Board of County Commissioners of Escambia County, Florida, does hereby proclaim May 24, 2012, as

"QUEEN BEE DAY"

in Escambia County, in honor and recognition of County Administration's one and only "Queen Bee", Ms. China Cheryl Lively, as she retires after 35 years of exemplary dedication and service to the citizens of Escambia County.

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: May 24, 2012





BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2551

Written Communication 8. A.

BCC Regular Meeting

Meeting Date: 06/07/2012

Issue: Environmental (Code) Enforcement Lien Relief – 1107 Kathleen Avenue

From: Gordon Pike, Department Head

Organization: Corrections

CAO Approval:

RECOMMENDATION:

April 25, 2012 - Communication from Aliaksandra Newell, Municipal Assessment Coordinator, Altisource, requesting that the Board provide relief of the fines relative to a Code Enforcement Lien against property located at 1107 Kathleen Avenue.

Recommendation: That the Board review and consider lien relief request made by Aliaksandra Newell against property located at 1107 Kathleen Avenue.

On June 18, 2009, the Board amended the “Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens” Policy, Section III, H 2. Staff was instructed to review all 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.

Aliaksandra Newell has no other recourse but to appeal before the Board under Written Communication.

James T. Ard does own other property in Escambia County.
Tena Farmer does not own other properties in Escambia County.

BACKGROUND:

Received complaint for overgrowth, trash and debris. Officer investigated the complaint and posted a notice of violation. Notice of violation was sent both regular and certified mail. Letter signed for and received on 05/11/07.

May 17, 2007 Officer spoke with owner and advised her to remove all trash and debris and cut overgrowth.

May 30, 2007 A reinspection conducted and officer observed progress being made.

On June 13, 2007 Officer reinspected the complaint and observed progress has stopped.

Officer requested special magistrate on June 29, 2007.

Notice of Hearing sent both regular and certified mail. Notice return marked "Unclaimed".
Copy of hearing posted on property and photos taken.

On August 8, 2008 Officer reinspected the property and violations remain.

August 9, 2007 The hearing was held. \$1,100 court cost awarded to Escambia County,
\$5.00 per day fine with a comply by date of September 10, 2007.

Copy of order sent to owners both regular and certified mail. Certified mail returned marked
"Unclaimed"

September 12, 2007 Affidavit of non-compliance signed by officer.

On January 21, 2008 Pre-bid inspection conducted. Violations remained and photos taken.

Final Notice Prior to Abatement sent to owners both regular and certified mail. Certified mail
returned marked "Unclaimed".

March 19, 2008 County abated property.

Certification of Cost sent to owners both regular and certified mail. Letter delivered on
5/15/08.

SECOND LIEN:Received complaint for overgrowth, trash and debris. Officer investigated the
complaint and
posted a notice of violation. Notice of violation was sent both regular and certified mail.

August 25, 2010 Certified letter returned marked "Unclaimed"

Officer reinspected the property on August 27, 2010 and observed no progress made.
Officer referred case to abatement officer.

November 12, 2010 County abated violations.

November 30, 2010 Lien filed against property in the amount of \$666.50

BUDGETARY IMPACT:

First Lien amount Cost

Court Cost \$1,100.00

Abatement Cost \$1,895.00

Fines (\$5.00 per day) \$955.00

TOTAL \$3,950.00

Second Lien amount Cost

Lien amount Cost

Abatement Cost \$648.00

Administrative Cost \$18.50

TOTAL \$666.50

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

1107 Kathleen Avenue



April 25, 2012

Escambia County, Florida
6708 Plantation Rd.
Pensacola, FL 32504

Subject: Property located at 1107 Kathleen Ave, Cantonment, FL 32533

This is the letter asking for a reduction on the property located at 1107 Kathleen Ave, Cantonment, FL 32533.

There are two open cases on this property:

Case # CE07-05-0079 for \$3,950.00
Case # CE10-08-04467 for \$666.50

I would like to request the reduction and removing of fines that accumulated on this property.

This property is a bank owned property. The bank is selling this property to a new buyer and would like to clear all dues to the city.

Sincerely,

Aliaksandra Newell
Municipal Assessment Coordinator

Altisource™
P.O. Box 105460 | Atlanta, Georgia 30348-5460
P: (770) 612-7302
Aliaksandra.Newell@Altisource.com | www.Altisource.com

Thinking Ahead. Delivering Today.®

2002 Summit Boulevard, Suite 600 | Atlanta, GA 30319



Office of Environmental Enforcement



Escambia County Central Office Complex
3363 West Park Place
Pensacola, Florida 32505
Phone: 850.595-1820
Fax: 850.595-1840
Sandra Slay, Division Manager

Property Address: 1107 Kathleen Avenue
Property Owner: James T Ard and Tena Farmer
Original Complaint: Overgrowth, trash and debris
EE Case #: CE 07050079

**James T Ard does own other property in Escambia County.
Tena Farmer does not own other properties in Escambia County**

- 05/03/07** Received complaint for overgrowth, trash and debris. Officer investigated the complaint and posted a notice of violation. Notice of violation was sent both regular and certified mail. Letter signed for and received on 05/11/07.
- 05/17/07** Officer spoke with owner and advised her to remove all trash and debris and cut overgrowth.
- 05/30/07** Progress being made.
- 06/13/07** Progress has stopped.
- 06/29/07** Officer requested special magistrate.
- 07/20/07** Notice of Hearing sent both regular and certified mail. Notice return marked "Unclaimed". Copy of hearing posted on property and photos taken.
- 08/08/07** Officer reinspected the property and violations remain.
- 08/09/07** Hearing held. \$1,100 court cost awarded to Escambia County, \$5.00 per day fine with a comply by date of September 10, 2007.
- 08/13/07** Copy of order sent to owners both regular and certified mail. Certified mail returned marked "Unclaimed"
- 09/12/07** Affidavit of non-compliance signed by officer.
- 01/22/08** Pre-bid inspection conducted. Violations remained and photos taken.
- 01/30/08** Final Notice Prior to Abatement sent to owners both regular and certified mail. Certified mail returned marked "Unclaimed".
- 03/19/08** County abated property.

**04/15/08 Certification of Cost sent to owners both regular and certified mail.
Letter delivered on 5/15/08.**

Lien amount	<u>Cost</u>
Court Cost	\$1,100.00
Abatement Cost	\$1,895.00
Fines (\$5.00 per day)	<u>\$955.00</u>
TOTAL	\$3,950.00

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



Office of Environmental Enforcement



Escambia County Central Office Complex
 3363 West Park Place
 Pensacola, Florida 32505
 Phone: 850.595-1820
 Fax: 850.595-1840
 Sandra Slay, Division Manager

Property Address: 1107 Kathleen Avenue
Property Owner: Tena Farmer
Original Complaint: Overgrowth, trash and debris
EE Case #: CE 100804467

Tena Farmer does not own other properties in Escambia County

- 08/05/10** Received complaint for overgrowth, trash and debris. Officer investigated the complaint and posted a notice of violation. Notice of violation was sent both regular and certified mail.
- 08/25/10** Certified letter returned marked "Unclaimed"
- 08/27/10** No progress made. Officer referred case to abatement officer.
- 11/12/10** County abated violations.
- 11/30/10** Lien filed against property in the amount of \$666.50

Lien amount	<u>Cost</u>
Abatement Cost	\$648.00
Administrative Cost	<u>\$18.50</u>
TOTAL	\$666.50

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



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2667

Written Communication 8. B.

BCC Regular Meeting

Meeting Date: 06/07/2012

Issue: Environmental (Code) Enforcement Lien Relief – 3700 Market Street

From: Gordon Pike, Department Head

Organization: Corrections

CAO Approval:

RECOMMENDATION:

May 8, 2012 – Email communication from David McCurdy requesting that the Board provide relief of Code Enforcement Lien against property located at 3700 Market Street.

Recommendation: That the Board review and consider lien relief request made by David McCurdy against property located at 3700 Market 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.

David McCurdy has no other recourse but to appeal before the Board under Written Communication.

BACKGROUND:

Notice of violation mailed to owners on June 30, 1996.

August 5, 1996 Owner received notice and contacted officer working the case. She advised they would take care of violations.

Reinspection conducted August 19, 1996 and violations remained.

October 10, 1996 Officer observed overgrowth cut but trash, debris and dilapidated structure remained.

Second certified letter mailed to owner. Received by owner on 10/17/96.

November 19, 1996 Supervisor approved property to be placed on abatement list.

May 6, 1997 The property was scheduled for special magistrate and hearing notice received by owner.

On May 20, 1997 Contact was made with the owner. She stated she would have all violations abated within two weeks.

Hearing continued on May 27, 1997. Owner requested another two weeks due to health issues.

Hearing held on June 16, 1997. Escambia County awarded \$300.00 court cost and \$5.00 per day fine.

On September 10, 1997 Violations abated by Escambia County \$7,744.00

** November 4, 2010 The Board voted to collect all hard cost in the amount of \$10,885.57 and forgive interest. Owner stated he wasn't aware he had a time limit to pay hard cost but is willing to pay all hard cost as soon as possible.

BUDGETARY IMPACT:

Court Cost \$300.00

Daily Fines \$255.00

Abatement Cost \$7,744.00

Total Lien \$8,299.00

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

3700 Market 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: 3700 Market Street
Property Owner: Rich & Mary Gallaway, Izeal Rich and Dora Penn
Original Complaint: Overgrowth, trash, debris and unsecured structure
EE Case #: CE 1995-11-0232

07/30/96 Notice of violation mailed to owners.

08/05/96 Owner received notice and contacted officer working the case. She advised they would take care of violations.

08/19/96 Reinspection conducted. Violations remained.

10/10/96 Overgrowth cut but trash, debris and dilapidated structure remained.

10/16/96 Second certified letter mailed to owner. Received by owner on 10/17/96.

11/19/96 Supervisor approved property to be placed on abatement list.

05/06/97 Property scheduled for special magistrate and hearing notice received by owner.

05/20/97 Contact made with owner. She stated she would have all violations abated within two weeks.

05/27/97 Hearing continued.

05/29/97 Owner requested another two weeks due to health issues.

06/16/97 Hearing held. \$300.00 court cost and \$5.00 per day fine.

09/10/97 Violations abated by Escambia County \$7,744.00

**** November 4, 2010 The Board voted to collect all hard cost in the amount of \$10,885.57 and forgive interest. Owner stated he wasn't aware he had a time limit to pay hard cost but is willing to pay all hard cost as soon as possible.**

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

Sandra F Slay

From: drmcurdy@cox.net
Sent: Tuesday, May 08, 2012 11:40 AM
To: Sandra F Slay
Subject: market street

Ms. Slay,

I have the property at 3700 Market Street. I didn't realize that I only had 60 days to pay for this when I got the vote last time. If I can get the vote again I will pay for it within 30 days for the original amount. I appreciate all you've done for me. Thanks again.

Sincerely,

David McCurdy

Sandra F Slay

From: Drmccurdy [drmccurdy@aol.com]
Sent: Friday, September 17, 2010 11:22 AM
To: Sandra F Slay
Subject: lien for property

Dear Ms. Slay,

I purchased the property listed below at an auction sale for past due taxes. There is a lien on the property owned by the previous 6 owners. I would like my property lien free and clear so that the church next door can use it to expand their parking lot. The account # is 052358000. The parcel is 09-2s-30-0800-000-023. The location is 3700 Market St. My name is David McCurdy, my phone is 850-476-2296 and my cell is 850-255-7091. Thank you for helping me.

Sincerely,

David McCurdy

ALISON PERDUE ROGERS
County Attorney
Board Certified City, County, and
Local Government Law

CHARLES V. PEPPLER
Deputy County Attorney
Board Certified Civil Trial Law

STEPHEN G. WEST
Assistant County Attorney
Board Certified Real Estate Law

RYAN ROSS
Assistant County Attorney

KRISTIN D. HUAL
Assistant County Attorney

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY, FLORIDA
OFFICE OF THE COUNTY ATTORNEY

221 PALAFOX PLACE, SUITE 430
PENSACOLA, FLORIDA 32502

TELEPHONE: (850) 595-4970
TELEFAX: (850) 595-4979



November 8, 2010

David McCurdy
Via Email: Drmcurdy@aol.com

Subject: Lien for Property-3700 Market Street - Request for Lien Forgiveness

Dear Mr. McCurdy:

As you know, at its November 4, 2010 meeting, the Board of County Commissioners granted your request for relief of its lien against the property located at 3700 Market Street.

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

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

Please note that pursuant to the Board's policy, payment must be made within 60 days of the meeting date (11/04/2010) to preserve your right to the relief authorized by the Board.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Stephen G. West".

Stephen G. West
Assistant County Attorney

SGW:bjs

cc: Brenda Robinson, Director, Judicial Services, Official Record,
Clerk of the Circuit Court
Sandra Slay, Division Manager, Environmental Code Enforcement

RESUME OF THE REGULAR BCC MEETING – Continued

REGULAR BCC AGENDA – Continued

7. Continued...



C. September 17, 2010 – Email communication from David McCurdy requesting that the Board release a Code Enforcement Lien against property located at 3700 Market Street.

Approved 5-0 to collect the \$10,885.57 in hard costs plus recording fees

D. Commissioner Valentino's add-on concerning a Code Enforcement Lien filed against David C. Coker, owner of property located at 8861 Gulf Beach Highway.

Approved 5-0 the partial release of 2337 San Juan Grande from the Code Enforcement Lien recorded against David C. Coker, (owner of property located) at 8861 Gulf Beach Highway, referencing Case Number 09-05-00530

8. 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*, as follows:

A. The following three Public Hearings on the agenda:

- (1) The 5:31 p.m. Public Hearing, advertised in the Pensacola News Journal on October 22, 2010, to receive input on the proposed designation of 3300 Mobile Highway as a Brownfields Area;
- (2) The 5:34 p.m. Public Hearing, advertised in the Pensacola News Journal on October 23, 2010, for consideration of adopting an Ordinance authorizing the installation of traffic infraction detectors ("red light cameras"); and
- (3) The 5:45 p.m. Public Hearing, advertised in the Pensacola News Journal on October 20, 2010, for consideration adopting an Ordinance approving the Comprehensive Plan Amendment, Capital Improvement Program; and

(Continued on Page 6)



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2621

Public Hearings 10.

BCC Regular Meeting

Meeting Date: 06/07/2012

Issue: 9:01 a.m. Public Hearing – Vacate an Unnamed Right-of-Way and Alleyway in Bluff Springs Subdivision

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

9:01 a.m. Public Hearing for consideration of the Petition to Vacate an unnamed right-of-way and alleyway in Bluff Springs Subdivision, as petitioned by Thomas C. Ward.

Recommendation: That the Board take the following action concerning the Petition to Vacate an unnamed right-of-way (360 feet x 40 feet = 14,400 square feet or 0.33 acres) and a 20-foot-wide alleyway (360 feet x 20 feet = 7,200 square feet or 0.16 acres) in Bluff Springs Subdivision, as petitioned by Thomas C. Ward:

- A. Approve the Petition to Vacate an unnamed right-of way (360 feet x 40 feet = 14,400 square feet or 0.33 acres) and a 20-foot-wide alleyway (360 feet x 20 feet – 7,200 square feet or 0.16 acres) in Bluff Springs Subdivision, as petitioned by Thomas C. Ward;
- B. Accept the Hold/Harmless Agreement;
- C. Adopt the Resolution to Vacate; and
- D. Authorize the Chairman or Vice Chairman to accept the documents as of the day of delivery of the documents to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to execute them at that time.

Thomas C. Ward owns property in Block 4, Bluff Springs Subdivision, which is an unrecorded subdivision located off of North Century Boulevard (Highway 29) and south of Elsie Davis Road. Mr. Ward is requesting the Board vacate any interest the County has in that certain 40-foot-wide unimproved right-of-way (360 feet x 40 feet = 14,400 square feet or 0.33 acres) lying between Block 4 and Block 78, Bluff Springs Subdivision, and all that certain 20-foot-wide alleyway (360 feet x 20 feet = 7,200 square feet or 0.16 acres) lying within Block 4, Bluff Springs Subdivision. Staff has made no representations to the Petitioner that Board approval of this request operates to confirm the vesting or return of title to the land to the Petitioner or to any other interested party.

BACKGROUND:

Thomas C. Ward owns property in Block 4, Bluff Springs Subdivision, which is an unrecorded subdivision located off of North Century Boulevard (Highway 29) and south of Elsie Davis Road. Mr. Ward is requesting the Board vacate any interest the County has in that certain 40 foot wide unimproved right-of-way (360 feet x 40 feet = 14,400 square feet or 0.33 acres) lying between Block 4 and Block 78, Bluff Springs Subdivision, and all that certain 20 foot wide alleyway (360 feet x 20 feet = 7,200 square feet or 0.16 acres) lying within Block 4, Bluff Springs Subdivision. Staff has made no representations to the Petitioner that Board approval of this request operates to confirm the vesting or return of title to the land to the Petitioner or to any other interested party.

There are no encroachment issues involved with this vacation request. Staff has reviewed the request and has no objections to the proposed vacation. All utility companies concerned have been contacted and have no objection to the requested vacation. No one will be denied access to his or her property as a result of this vacation.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

Staff has been in contact with Thomas C. Ward, Petitioner. It is the responsibility of Petitioner to advertise the Notice of Public Hearing.

Attachments

Petition

Hold Harmless Agreement

Resolution

Notice of Adoption

Aerial Map

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

Petitioner(s), hereby file this petition with the Board of County Commissioners of Escambia County, Florida, to vacate, abandon, close and disclaim any right of the County and the public in and to certain land delineated as a

Alleyway

in Escambia County, Florida, a copy of map thereto being attached hereto as Exhibit "A", and further states as follows:

1. That the Petitioner(s), Thomas C. Ward
presently X own(s) do/does not own an interest in the real property, which adjoins said public road right-of-way, alleyway, or other land. Said public road rights-of-way, alleyway, or other land being more particularly described as follows:

All of that certain 40-foot wide un-named road right-of-way running north to south and bordered on the west by Block 4 as shown on the unrecorded plat of Bluff Springs Subdivision, East of the Railroad and bordered on the east by Block 78 of said un-recorded subdivision, Section 37, Township 5 North, Range 31 West, Escambia County, Florida:

And also:

All of that certain 20-foot wide alleyway running north to south and lying within the boundaries of Block 4 of the said unrecorded plat of Bluff Springs Subdivision, East of the Railroad, Section 37, Township 5 North, Range 31 West, Escambia County, Florida.

2. That the Petitioner(s), Thomas C. Ward
desire(s) that the Board of County Commissioners surrender, renounce and disclaim any right of the County and the public in and to that portion of the public road rights-of-way, alleyway, or other land described above and lying and being in Section(s) 37 Township 5 Range 31 West and recorded in _____ of the public records of Escambia County, Florida.

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

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

Petitioner acknowledges that:

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

Thomas C Ward
Petitioner(s) Name

4221 Crary Rd
Street Address

Century 71 32535
City State

850-256-3762
Phone Number

Agent's Name

Agent's Phone Number

Date:

HOLD/HARMLESS AGREEMENT

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

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

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

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

All of that certain 40-foot wide un-named road right-of-way running north to south and bordered on the west by Block 4 as shown on the unrecorded plat of Bluff Springs Subdivision, East of the Railroad and bordered on the east by Block 78 of said un-recorded subdivision, Section 37, Township 5 North, Range 31 West, Escambia County, Florida:

And also:

All of that certain 20-foot wide alleyway running north to south and lying within the boundaries of Block 4 of the said unrecorded plat of Bluff Springs Subdivision, East of the Railroad, Section 37, Township 5 North, Range 31 West, Escambia County, Florida.

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

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

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

Executed in the presence of:

Bessie W Manning
Witness

Bessie W Manning
Print or type name

Judith Cantrell
Witness

Judith Cantrell
Print or type name

Thomas C Ward
Petitioner(s)

THOMAS C WARD
Print or type name(s)

Date: March 8, 2012

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 8th day of March, 2012, by Thomas C Ward. He/She is () personally known to me, () produced current Florida/Other FL Dr License driver's license as identification, and/or () produced current _____ as identification.

(Notary Seal must be affixed)

Judith C Cantrell
Notary Public
Judith C Cantrell
Print or type name

Commission Expires: _____
Commission Number: _____


BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By Wilson B. Robertson, Chairman

ATTEST: ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

By _____
Deputy Clerk

Approved by the B.C.C. on: _____

RESOLUTION NUMBER R _____ - _____

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

WHEREAS, Thomas C. Ward
ha 5 petitioned this Board to vacate, abandon, and close the following public rights-of-way, alleyway, or other lands and to renounce and disclaim the right of Escambia County, Florida and of the public, and;

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

All of that certain 40-foot wide un-named road right-of-way running north to south and bordered on the west by Block 4 as shown on the unrecorded plat of Bluff Springs Subdivision, East of the Railroad and bordered on the east by Block 78 of said un-recorded subdivision, Section 37, Township 5 North, Range 31 West, Escambia County, Florida:

And also:

All of that certain 20-foot wide alleyway running north to south and lying within the boundaries of Block 4 of the said unrecorded plat of Bluff Springs Subdivision, East of the Railroad, Section 37, Township 5 North, Range 31 West, Escambia County, Florida.

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

WHEREAS, Petitioner(s), Thomas C. Ward,
ha 5 caused to be published on _____, A.D., 20____, notice in a newspaper of general circulation in Escambia County, Florida, of the filing of said petition and that a public hearing thereon would be held at _____ on _____ in the Board meeting room, Escambia County Governmental Complex, Pensacola, Florida; and

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

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

1. That the motion to vacate is hereby adopted and approved.

2. That the following described property acquired for public road rights-of-way, alleyway, or other public purposes is hereby vacated, abandoned, and closed;

All of that certain 40-foot wide un-named road right-of-way running north to south and bordered on the west by Block 4 as shown on the unrecorded plat of Bluff Springs Subdivision, East of the Railroad and bordered on the east by Block 78 of said un-recorded subdivision, Section 37, Township 5 North, Range 31 West, Escambia County, Florida:

And also:

All of that certain 20-foot wide alleyway running north to south and lying within the boundaries of Block 4 of the said unrecorded plat of Bluff Springs Subdivision, East of the Railroad, Section 37, Township 5 North, Range 31 West, Escambia County, Florida.

and any rights of the County and the public in and to the above described land is hereby surrendered, renounced and disclaimed.

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

ESCAMBIA COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By _____
Wilson B. Robertson, Chairman

ATTEST: ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

By _____
Deputy Clerk

Adopted: _____

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

NOTICE IS HEREBY GIVEN that on _____, A.D., 20____, in accordance with Sections 336.09 and 336.10, Florida Statutes and Vacation Policy - Section III(A) of the Board of County Commissioners Policy Manual, the Board of County Commissioners of Escambia County, Florida, adopted a resolution vacating, abandoning and closing use of that certain public road rights-of-way, alleyway, or other land in Escambia County, Florida, described as follows:

All of that certain 40-foot wide un-named road right-of-way running north to south and bordered on the west by Block 4 as shown on the unrecorded plat of Bluff Springs Subdivision, East of the Railroad and bordered on the east by Block 78 of said un-recorded subdivision, Section 37, Township 5 North, Range 31 West, Escambia County, Florida:

And also:

All of that certain 20-foot wide alleyway running north to south and lying within the boundaries of Block 4 of the said unrecorded plat of Bluff Springs Subdivision, East of the Railroad, Section 37, Township 5 North, Range 31 West, Escambia County, Florida.

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

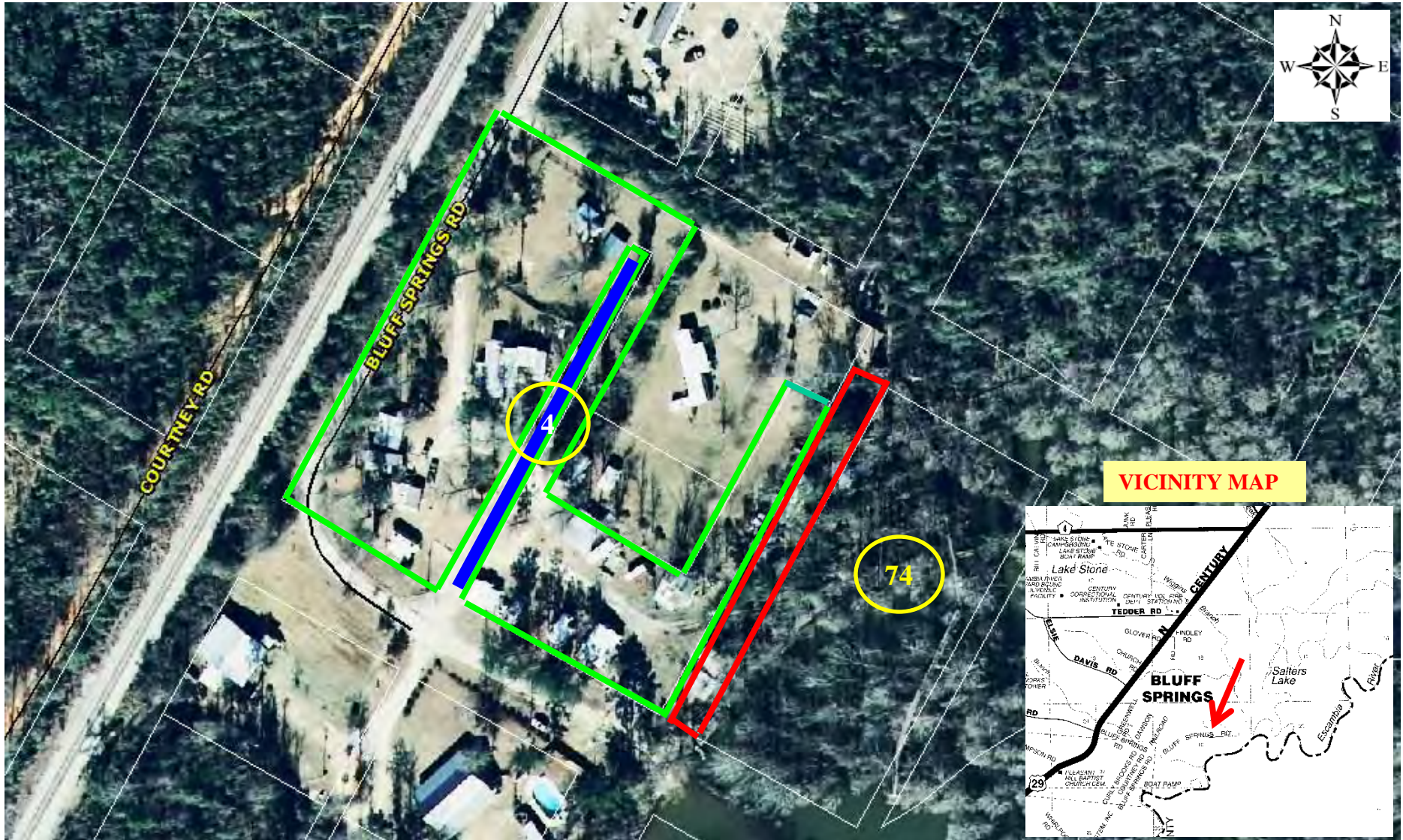
Dated this _____ day of _____, A.D., 20_____.

Board of County Commissioners
Escambia County, Florida

EXHIBIT "A"




UN-NAMED RIGHT-OF-WAY AND ALLEYWAY IN BLUFF SPRINGS SUBDIVISION, REQUESTED TO BE VACATED

Petitioners: Thomas C. Ward



ESCAMBIA COUNTY
PUBLIC WORKS DEPARTMENT

JCC 02/23/12 DISTRICT 5

-  **Un-Named 40' Wide Right-of-Way Requested to be Vacated**
-  **20' Wide Alleyway Requested to be Vacated**
-  **Thomas C. Ward Property**



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2624

Public Hearings 11.

BCC Regular Meeting

Meeting Date: 06/07/2012

Issue: 9:03 a.m. Public Hearing - Permit Renewal - Longleaf C&D Disposal Facility

From: Patrick T. Johnson, Department Director

Organization: Solid Waste

CAO Approval:

RECOMMENDATION:

9:03 a.m. Public Hearing for consideration of the renewal of a Permit to Construct and/or Operate a Construction and Demolition Debris Facility for Longleaf C&D Disposal Facility.

Recommendation: That the Board authorize the renewal of a Permit to Construct and/or Operate a Construction and Demolition Debris Facility for Longleaf C&D Disposal Facility, located at 2023 Longleaf Drive, Pensacola, FL, owned by Waste Management, Inc.

[Funding: Fund 401, Solid Waste, Account Number 343402]

BACKGROUND:

An application to renew a Permit to Construct and/or Operate a Construction and Demolition Debris Facility was submitted to the Solid Waste Management Department by Waste Management, Inc., d/b/a Longleaf C&D Disposal Facility.

The Escambia County Code of Ordinances Chapter 82, stipulates that each entity must obtain a permit from the Solid Waste Management Department in order to operate an infill facility in Escambia County. The Department Director of Solid Waste Management has determined that the facility satisfies the permitting criteria for an infill facility. A copy of the proposed permit renewal is attached.

BUDGETARY IMPACT:

A Solid Waste Management Permit Application Fee of \$1,000.00 has been deposited into the Fund 401, Solid Waste, Account Number 343402.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office has reviewed the application for form and legal sufficiency by legal signoff.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Ordinance 2006-24, enacted March 16, 2006, requires a Permit to Construct, Operate, Modify or Close a Construction and Demolition Debris or Land Clearing Disposal Management Facility.

IMPLEMENTATION/COORDINATION:

Following approval of this recommendation, a Permit shall be issued and distributed accordingly.

Attachments

Renewal Permit Lgl

Letter of Request

Longleaf Application



Solid Waste Management Department

**13009 Beulah Road
Cantonment, FL 32533
Phone: 850.937.2160**

Patrick T. Johnson, Department Director

Permit to Construct and/or Operate a Construction and Demolition Debris Facility

Permittee:	Waste Management, Inc.
Facility Name:	Longleaf C&D Disposal Facility
Facility Type:	In-fill facility as reclamation activity for borrow pits existing prior to September 16, 2004
File Number:	2006-04-001CDD
Original Date of Issue:	April 26, 2006
Renewal Date:	June 7, 2012
Expiration Date:	June 6, 2013
Development Review #:	41-1S-30-1000-000-000
Date:	05/30/2001
Total Acreage of Facility:	40 Acres
Total Area Licensed for Disposal:	40 Acres

This permit is issued under the provision of Chapter 82, Article V, Division 3, Sections 82-224 through 82-240 of the Escambia County Code of Ordinances. The above named applicant, hereinafter called Permittee, is hereby authorized to perform the work or operate the facility shown in the application and approved drawing(s), plans, and other documents attached hereto or on file with the Division of Solid Waste Management, hereinafter called Department, and made a part hereof and specifically described as follows:

To construct and operate a Construction and Demolition Debris disposal facility located on a 40-acre site on Longleaf Drive east of SR297 in Escambia County Florida. Operation of the facility shall be in accordance with the permit renewal application received on May 1, 2012, and the general and specific conditions required in this permit.

General Permit Conditions – All Facilities

1. The terms, conditions, requirements, limitations, and restrictions set forth in this permit are “permit conditions” and are binding and enforceable pursuant to the authority of Chapter 82, Article V, Division 3, Sections 82-224 through 82-240, Escambia County Code of Ordinances. Permittee is hereby placed on notice that the Department will review this permit periodically and may initiate enforcement action for any violation of these conditions.
2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or exhibits. Any unauthorized deviation from the approved drawings, exhibits, specifications or conditions of this permit may constitute grounds for revocation and enforcement action by the Department.
3. This permit does not constitute a waiver of or approval of any other federal, state or other county permit or license that may be required for other aspects of the total project, which are not addressed in the permit.
4. This permit does not relieve Permittee from liability for harm or injury to human health or welfare, animal, or plant life, or property caused by the construction or operation of this permitted facility or from penalties therefore; nor does it allow Permittee to cause pollution in contravention of Florida Statutes, County and Department rules.
5. Permittee shall properly operate and maintain the facility and systems of treatment and control, where applicable, that are installed and used by Permittee to achieve compliance with the conditions of this permit. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the permit.
6. Permittee, by accepting this permit, specifically agrees to allow authorized Department personnel, upon presentation of credentials or other documents as may be required by law, access to the premises, at reasonable times, where the permitted activity is located or conducted for the purpose of:
 - a. Inspecting the facility, equipment, practices or operations regulated or required under this permit;
 - b. Sampling and monitoring any substance or parameters at any location reasonably necessary to assure compliance with this permit or Department rules, and,
 - c. Having access to and copying any records that must be kept under the conditions of this permit.

7. If for any reason, Permittee does not comply with or will be unable to comply with any condition or limitation specified in this permit, Permittee shall immediately provide the Department with the following information:
 - a. A description of and cause of noncompliance, and
 - b. The period of noncompliance, including exact dates and times; or if not corrected, the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate, and prevent recurrence of the noncompliance.
8. In accepting this permit, Permittee understands and agrees that all records, notes monitoring data and other information relating to the construction or operation of the permitted facility which are submitted to the department , may be used by the Department as evidence in any enforcement case involving the permitted facility arising under the Florida Statutes or County or Department rules.
9. Permittee agrees to comply with changes in Department rules after a reasonable time for compliance.
10. This permit is transferable only upon Department approval in accordance with applicable county rules. Permittee shall be liable for any noncompliance of the permitted activity until the Department approves the transfer of permit.
11. This permit is required to be kept at the facility, which is permitted during the entire period of construction or operation.
12. Permittee shall submit all comments or correspondence required by this permit to:

Patrick T. Johnson, Department Director
Solid Waste Management
13009 Beulah Road
Cantonment, FL 32533

Phone 850-937-2160
E-mail Pat_Johnson@co.escambia.fl.us

Copy to:

Doyle O. Butler
Engineering Project Coordinator
Department of Solid Waste Management
13009 Beulah Road
Cantonment, FL 32533

Phone 850-937-2160
E-mail DOBUTLER@co.escambia.fl.us

Specific Permit Conditions – Infill Facilities

1. Facility Setback.

Footprint setback shall be a minimum of 100 feet from the property boundary and shall be maintained throughout the operational life of the facility. Setback shall be applicable to all permitted disposal areas including temporary storage and / or drop-off points, equipment storage or maintenance areas and entrance and exit points. Section 82.226. (3)(c).

2. Aerial and Vertical Height.

Aerial and vertical height shall be limited to the average grade before commencement of operations with allowance for closure and capping to promote positive drainage and prevent ponding and stormwater intrusion into the debris pile. Section 82.226. (3)(d).

3. Fencing and Access Control.

Fencing is required on all property boundaries. Any boundary that abuts developed property or a public road shall be fenced with a minimum of six (6) feet of wood or other Department approved material that prevents visible observation of the permitted disposal area. Vegetative buffering in sufficient quantity may be deemed a substitute for solid fencing. Entrance and exit points shall be equipped with gates and locks to prevent unauthorized access during periods when the facility is closed. Natural barriers may be used for access control in lieu of fencing where deemed appropriate by the Department. Section 82.227. (3)(a).

4. Cover Material and Application

Cover shall be used at least bi-weekly on working faces in sufficient quantity and type to deprive debris of oxygen, to minimize the risk of fire and prevent emission of objectionable odors. Section 82.227. (3)(b).

5. Operational Hours

Operations are limited to Monday through Friday between 7:00 a.m. and 5:00 p.m. and Saturday 7:00 a.m. to 3:00 p.m. Notwithstanding the above, cover may be applied after the operational hours but in no case after sundown. Operations are prohibited on Thanksgiving, Christmas, New Year's Day and July 4th. Section 82.227. (3)(e).

6. Volume Reduction

Volume reduction may *not* be accomplished by means of chipping, shredding, or otherwise processing the debris. Volume reduction may only occur by picking or removing recyclables from the waste stream prior to disposal. Section 82.227. (3)(d).

7. Dust Suppression.

Active dust suppression is required to prevent dust migration off site. Section 82.227. (3)(f).

8. Nuisance

No person shall cause, suffer, allow or permit the discharge into the air of dust, fumes, gas, mist, odor, smoke or vapor, or any combination thereof, so as to constitute a nuisance as defined in county ordinance 2006-24. Section 82.225 (cc) and Section 82.227. (3)(c).

- 9. Queuing**
Queuing or staging of vehicles, containers, or equipment on public roads or rights of way is prohibited. Section 82.227. (3)(g).
- 10. Commercial General Liability Coverage**
The Permittee shall maintain Commercial General Liability insurance with One Million Dollars (\$1,000,000.00) per occurrence and aggregate limits, including coverage parts of bodily injury, property damage, personal injury, product and completed operation, contractual liability and all additional requirements as specified in Section 86-233.
- 11. Litter, Sediment and Traffic Control; Road Maintenance.**
The Permittee shall be responsible for maintaining the full length of road frontage and additional length of adjacent roadway as listed below, free from all litter and sediment generated as a result of transporting material into or out of the facility and all additional requirements as specified in Section 82.234.

Longleaf Drive and Kemp Road, .5 miles either side of facility entrance.
- 12. Abatement Procedures**
Permittee shall consent to imposition of summary abatement procedures as hereinafter set forth in County Ordinance 2006-24, Section 82-240.
- 13. Required Reports**
Permittee shall submit quarterly reports of tonnage of material received, average number of disposal vehicles enter the facility per month and remaining capacity.
- 14. Permit Renewals**
Permittee shall submit an application, on Department provided forms, no later than 60 days before the expiration of the current permit. Applications submitted in accordance with this section, even if incomplete, shall be deemed complete, and the current permit will be extended until corrections are submitted. Notwithstanding the above, in no instance will permits be extended more than 180 days past the expiration date of the permit.

The permanent Department identification for this facility is 2006-04-001CDD. Please cite this number on all reports and correspondence concerning this facility. The Department telephone number for reporting emergencies is:

Monday – Friday: 850.937.2160
Weekends/Holidays: 850.937.2182

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Wilson B. Robertson, Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

By: _____
Deputy Clerk

This document approved as to form
and legal sufficiency

By: [Signature]
Title: ASST. COUNTY ATTORNEY
Date: MAY 4, 2012

BCC Approved: _____

BCC Authorization Date: _____

Permit Issue Date: June 07, 2012 Permit Expiration Date: June 06, 2013

Issuing Officer: Patrick T. Johnson
Department Director, Solid Waste Management

Signature

Date: _____



LONGLEAF C & D DISPOSAL FACILITY

2023 Longleaf Drive
Pensacola, Florida 32505

May 1, 2012

Mr. Patrick T. Johnson
Director – Solid Waste Management
Escambia County Florida
13009 Beulah Road
Cantonment, FL 32533-8831

**RE: Permit Renewal Application
Longleaf C&D Disposal Facility
Permit No: 2006-4-001CDD**

Dear Mr. Johnson:

Enclosed, please find one (1) original of the Permit Renewal Application for the Longleaf C&D Disposal Facility. The following supporting documentation is also submitted:

- Operations Plan (revised August-2011; Approved by FDEP November-2011)
- Site Plan (revised to reflect January-2012 aerial survey)

A check for the permit renewal fee will be submitted under separate cover.

We appreciate your assistance with the design and operation of this facility. If you have any questions concerning this submittal, please contact me at (850) 623-4302.

Sincerely,

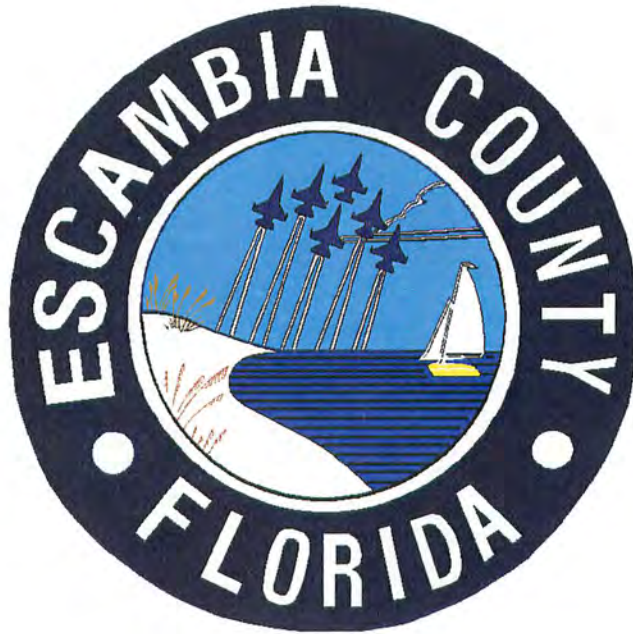
A handwritten signature in blue ink that reads 'Pam LaCourse'.

Pam LaCourse
District Manager

RECEIVED
MAY - 1 2012
SOLID WASTE
MANAGEMENT

cc: Brian Dolihite, WM
Eric Parker, WM

From everyday collection to environmental protection, Think Green® Think Waste Management.



ESCAMBIA COUNTY

DEPARTMENT OF SOLID WASTE MANAGEMENT

APPLICATION FOR A PERMIT TO CONSTRUCT,
OPERATE, MODIFY OR CLOSE A
CONSTRUCTION AND DEMOLITION DEBRIS
OR LAND CLEARING DISPOSAL
MANAGEMENT FACILITY

April 13, 2006

**Escambia County
Department of Solid Waste Management
APPLICATION FOR A PERMIT TO CONSTRUCT,
OPERATE, MODIFY OR CLOSE A C&DD WASTE MANAGEMENT FACILITY**

A. GENERAL INFORMATION

1. Type of facility (check all that apply):

- Regional
- Rural
- Infill
- Transfer
- Land Clearing Debris (LCD)

2. Type of application:

- Construction
- Operation
- Construction/Operation
- Closure

3. Classification of application:

- | | |
|---|--|
| <input type="checkbox"/> New | <input type="checkbox"/> Substantial Modification |
| <input checked="" type="checkbox"/> Renewal | <input type="checkbox"/> Intermediate Modification |
| | <input type="checkbox"/> Minor Modification |

4. Facility name: Longleaf C&D Disposal Facility

5. ID Number: 2006-4-001CDD

6. Facility location (main entrance): 2023 Longleaf Drive

Pensacola, FL 32505

7. Location coordinates:

Section: 41 Township: 1S Range: 30W

Latitude: 30 ° 29 ' 4 " Longitude: 87 ° 17 ' 0 "

8. Applicant name (operating authority): Longleaf C&D Disposal Facility, Inc.

Mailing address: 2023 Longleaf Drive, Pensacola, FL 32505

Street or P.O. Box City County Zip

Contact person: Pam LaCourse Telephone: (850) 623-4302

Title: District Manager Email: placours@wm.com

9. Authorized agent/consultant: _____

Mailing address: _____
Street or P.O. Box City County Zip

Contact person: _____ Telephone: (____) _____

Title: _____ Email: _____

10. Landowner (if different than applicant): _____

Mailing address: _____
Street or P. O. Box City County Zip

Contact person: _____ Telephone: (____) _____

Email: _____

11. Date site will be ready to be inspected for completion: _____

12. Expected life of the facility: 28 _____ years

13. Estimated costs:

Total Construction: \$ 492,000 Closing Costs: \$ 836,345.50

14. Anticipated construction starting and completion dates:

From: May 2006 To: December 2040

15. Expected volume or weight of waste to be received: 200 yds³/day.

B. DISPOSAL FACILITY GENERAL INFORMATION

1. Provide brief description of disposal facility design and operations planned under this application:

See documentation provided with original permit application.

See documentation provided with original permit application.

See documentation provided with original permit application.

See documentation provided with original permit application.

2. Facility site supervisor: Pam LaCourse

Title: District Manager

Telephone: (850) 623-4302

Email: placours@wm.com

3. Disposal area: Total 27.2 acres; Used 9.3 acres; Available 17.9 acres

4. Security to prevent unauthorized use: Yes No

5. Charge for waste received: varies \$/yds³ _____ \$/ton

6. Surrounding land use, zoning:

Residential

Industrial

Agricultural

None

Commercial

Other Describe: _____

7. Types of waste received:

C & D debris

Land Clearing Debris

8. Attendant: Yes No Trained operator: Yes No

9. Spotters: Yes No Number of spotters used: 1

10. Site located in: Floodplain Wetlands Other N/A

11. Property recorded as a Disposal Site in County Land Records: Yes
 No

12. Days of operation: Mon-Sat

13. Hours of operation: 7 AM TO 5 PM

14. Days Working Face covered: Weekly

15. Elevation of water table: 55-62 Ft. (NGVD 1929)

16. Storm Water:

Collected: Yes No

Type of treatment: Detention/Infiltration

Name and Class of receiving water: No Discharge

17. Required submittals for issuance of permit.

- a. Boundary survey signed and seal by a registered Florida surveyor.
- b. Site Plan - Provide a site plan, at a scale not greater than 200 feet to the inch, which shows the facility location and identifies the proposed waste and final residue storage areas, total acreage of the site, and any other features which are relevant to the prohibitions or location restrictions such as water bodies or wetlands on or within 500 feet of the site, and potable water wells on or within 1000 feet of the site.
- c. Operational Plan - Provide an operation plan for the facility which includes: (1) a description of general facility operations, the number of personnel responsible for the operations including their respective job descriptions, and the types of equipment that will be used at the facility; (2) procedures to ensure any unauthorized wastes received at the site will be properly managed; (3) a contingency plan to cover operation interruptions and emergencies such as fires, explosions, or natural disasters; (4) procedures to ensure operational records needed for the facility will be adequately prepared and maintained; and (5) procedures to ensure that the wastes and final residue will be managed to not be expected to cause pollution.

18. Development Review Committee process completed.

No Yes

Date: May 30, 2001

Project Number: _____

19. Development Order issued.

No Yes

Date: May 30, 2001

C. **CERTIFICATION BY APPLICANT AND ENGINEER OR PUBLIC OFFICER**

1. Applicant:

The undersigned applicant or authorized representative of Longleaf C&D Disposal Facility is aware that statements made in this form and attached information are an application for a Construct/Operate C&D Disposal Facility Permit from the Department of Solid Waste Management and certifies that the information in this application is true, correct and complete to the best of his/her knowledge and belief. Further, the undersigned agrees to comply with the provisions of County Ordinance 2006-24 and all rules and regulations of the Department. It is understood that the Permit is not transferable, and the Department will be notified prior to the sale or legal transfer of the permitted facility.


Signature of Applicant or Agent

2023 Longleaf Drive
Mailing Address

David Myhan, Area VP
Name and Title (please type)

Pensacola, FL 32505
City, State, Zip Code

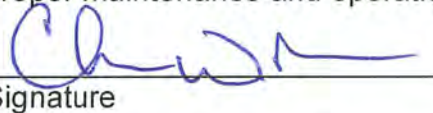
dmyhan@wm.com
E-mail address (if available)

(601) 790-6115
Telephone Number

Attach letter of authorization if agent is not a governmental official, owner, or corporate officer.

2. Professional Engineer registered in Florida (or Public Officer if authorized under Sections 403.707 and 403.7075, Florida Statutes):

This is to certify that the engineering features of this C & DD waste management facility have been designed/examined by me and found to conform to engineering principles applicable to such facilities. In my professional judgment, this facility, when properly maintained and operated, will comply with all applicable statutes of the State of Florida and rules of the Department. It is agreed that the undersigned will provide the applicant with a set of instructions of proper maintenance and operation of the facility.


Signature

240 Heritage Walk, Suite 103
Mailing Address

Chanc W. Moore, P.E.
Name and Title (please type)

Woodstock, Ga 30188
City, State, Zip Code

cwmoore@terracon.com
Email Address (if applicable)

67878
Florida Registration Number
(Please affix seal)

(770) 924-9799
Telephone Number

4/30/2012
Date



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-2674 **Clerk & Comptroller's Report** **12. 1.**

BCC Regular Meeting

Meeting Date: 06/07/2012

Issue: Acceptance of Reports

From: Doris Harris

Organization: Clerk & Comptroller's Office

Recommendation:

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

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

A. Payroll Expenditures for Pay Date May 25, 2012, in the amount of \$2,118,558.61; and

B. The following three Disbursement of Funds:

(1) May 10, 2012, to May 16, 2012, in the amount of \$4,376,511.41;

(2) May 17, 2012, to May 23, 2012, in the amount of \$2,167,996.81; and

(3) May 24, 2012, to May 30, 2012, in the amount of \$192,705.58.

Attachments

CR I-1



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

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

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

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

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

Pay Date: May 25, 2012

Check No:	\$0.00
Direct Deposits:	\$1,139,139.65
Total Deductions and Matching Costs:	\$979,418.96
Total Expenditures:	\$2,118,558.61

CLERK OF THE CIRCUIT COURT
 ESCAMBIA COUNTY, FL
 MAY 23 12:56
 BOARD OF
 COMMISSIONERS



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

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

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

FINANCE
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 OPERATIONAL SERVICES
 PROBATE DIVISION
 TRAFFIC DIVISION
 TREASURY

Escambia County, Florida
 Disbursement of Funds From:

05/10/12 to 05/16/12

DISBURSEMENTS

Computer check run of:

<u>05/16/12</u>	\$ <u>4,279,738.92</u>
<u>L-Vendor</u>	\$ <u>77,068.30</u>

Hand-Typed Checks:

\$ 0.00

Disbursement By Wire:

Preferred Governmental Claims	\$ <u>11,200.21</u>
Credit Card Purchases	\$ <u>8,503.98</u>

Total Disbursement by Wire

\$ 19,704.19

TOTAL DISBURSEMENTS

\$ 4,376,511.41

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 MAY 17 A 8:34
 DEPARTMENT OF
 REVENUE
 ESCAMBIA COUNTY



EXECUTIVE ADMINISTRATION/LEGAL DIVISION
 ACCOUNTING DIVISION
 APPEALS DIVISION
 ARCHIVES AND RECORDS
 CENTURY DIVISION
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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
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 TRAFFIC DIVISION
 TREASURY

Escambia County, Florida
 Disbursement of Funds From:

05/17/12 to 05/23/12

DISBURSEMENTS

Computer check run of:

<u>05/23/12</u>	\$ <u>2,052,628.00</u>
<u>L-Vendor</u>	\$ <u>0.00</u>

Hand-Typed Checks:

\$ 0.00

Disbursement By Wire:

Preferred Governmental Claims	\$ <u>18,436.18</u>
Credit Card Purchases	\$ <u>19,432.63</u>
Civic Center	\$ <u>77,500.00</u>

Total Disbursement by Wire

\$ 115,368.81

TOTAL DISBURSEMENTS

\$ 2,167,996.81

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 MAY 24 A 8:20
 BOARD OF COMMISSIONERS



EXECUTIVE ADMINISTRATION/LEGAL DIVISION
 ACCOUNTING DIVISION
 APPEALS DIVISION
 ARCHIVES AND RECORDS
 CENTURY DIVISION
 CHILD SUPPORT
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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 ✦

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 TRAFFIC DIVISION
 TREASURY

Escambia County, Florida
 Disbursement of Funds From:

05/24/12 to 05/30/12

DISBURSEMENTS

Computer check run of:

<u>05/30/12</u>	\$ <u>0.00</u>
<u>L-Vendor</u>	\$ <u>84,360.69</u>

Hand-Typed Checks:

\$ 0.00

Disbursement By Wire:

Preferred Governmental Claims	\$ <u>29,511.79</u>
Dental Insurance	\$ <u>49,314.04</u>
Credit Card Purchases	\$ <u>29,519.06</u>

Total Disbursement by Wire

\$ 108,344.89

TOTAL DISBURSEMENTS

\$ 192,705.58

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 AND COMPTROLLER
ESCAMBIA COUNTY, FLORIDA

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

AI-2675

Clerk & Comptroller's Report 12. 2.

BCC Regular Meeting

Meeting Date: 06/07/2012

Issue: Write-off of Accounts Receivable

From: Doris Harris

Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Write-off of Accounts Receivable

That the Board adopt the Resolution authorizing the write-off of \$543,994.34 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 Resolution



EXECUTIVE ADMINISTRATION/LEGAL DIVISION
 ACCOUNTING DIVISION
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 CENTURY DIVISION
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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 ♦

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 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

CLERK OF THE BOARD OF COUNTY COMMISSIONERS
 2012 MAY 24 PM 4:54
 CLERK OF CIRCUIT COURT
 ESCAMBIA COUNTY, FL

DATE: May 22, 2012

SUBJECT: Write off Accounts Receivable

RECOMMENDATION:

That the Board adopts the attached Resolution authorizing the write off of **\$543,994.34** 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 \$543,994.34 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

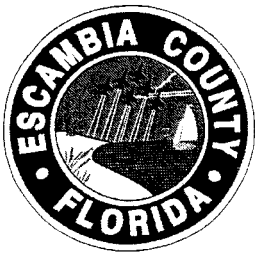
By: _____
Wilson B. Robertson
Chairman of the Board

ATTEST:

ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: _____
Deputy Clerk

Adopted:



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: May 17, 2012

RE: Bad Debt Write-off (2nd 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 accounts have been with our secondary collection agency for at least 120 days. 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 June 7, 2012.

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

TOTAL WRITE-OFF AMOUNT FOR APPROVAL: \$ 543,994.34 ✓

ESCAMBIA COUNTY EMS
2nd Quarter FY 2012 Write-Off

Trip Date	Run #	Customer	Due
2004-03-22	7187		473.00
2007-03-06	6438		60.00
2007-04-03	9477		100.00
2007-04-24	11502		487.53
2009-05-01	11610		10.00
2009-07-03	17889		500.00
2010-01-16	1428		124.23
2010-04-25	10859		645.00
2010-05-31	14425		354.82
2010-06-11	15358		10.00
2010-07-13	18606		100.00
2010-07-20	19242		82.30
2010-08-25	22741		320.00
2010-10-02	26411		221.00
2010-10-16	27722		121.00
2010-11-12	30164		655.00
2010-11-18	30716		785.00
2010-11-28	31453		360.00
2010-12-05	32083		127.00
2010-12-09	32448		535.00
2010-12-13	32768		735.00
2010-12-16	33040		765.00
2010-12-26	33885		300.00
2010-12-27	33925		57.00
2010-12-29	34135		413.51
2011-01-06	557		127.00
2011-01-06	562		695.00
2011-01-16	1397		150.00
2011-01-27	2496		100.00
2011-02-07	3444		86.27
2011-02-14	4108		514.49
2011-02-18	4549		715.00
2011-02-19	4702		487.00
2011-02-21	4857		100.00
2011-02-22	4940		200.00
2011-02-22	5218		113.00
2011-02-24	5113		35.00
2011-02-26	5352		155.00
2011-02-27	5405		289.00
2011-02-28	5560		195.22
2011-02-28	5594		143.00
2011-03-04	5984		655.00
2011-03-07	6232		113.00
2011-03-07	6248		455.00
2011-03-09	6384		109.00
2011-03-09	6489		575.00
2011-03-11	6654		115.00
2011-03-13	6820		755.00
2011-03-14	6876		605.00
2011-03-14	6880		545.00
2011-03-15	6920		665.00

ESCAMBIA COUNTY EMS
2nd Quarter FY 2012 Write-Off

Trip Date	Run #	Customer	Due
2011-03-15	6999		595.00
2011-03-16	7070		545.00
2011-03-16	7074		329.00
2011-03-16	7080		595.00
2011-03-18	7302		745.00
2011-03-19	7371		235.50
2011-03-20	7474		685.00
2011-03-20	7475		685.00
2011-03-20	7477		655.00
2011-03-20	7478		655.00
2011-03-20	7479		655.00
2011-03-20	7481		575.00
2011-03-20	7482		785.00
2011-03-20	7509		705.00
2011-03-20	7522		835.00
2011-03-24	7979		635.00
2011-03-24	7999		181.23
2011-03-25	8029		100.00
2011-03-25	8065		383.77
2011-03-26	8180		325.00
2011-03-26	8193		310.00
2011-03-28	8369		81.19
2011-03-29	8412		336.00
2011-03-30	8572		625.00
2011-04-01	8725		645.00
2011-04-02	8885		665.00
2011-04-03	8943		305.78
2011-04-05	9107		450.00
2011-04-06	9176		231.00
2011-04-06	9211		49.01
2011-04-06	9224		125.00
2011-04-06	9258		88.19
2011-04-07	9306		447.44
2011-04-07	9366		81.88
2011-04-08	9380		311.04
2011-04-08	9477		171.00
2011-04-08	9526		745.00
2011-04-09	9577		10.00
2011-04-09	9586		865.00
2011-04-10	9618		283.89
2011-04-11	9772		301.62
2011-04-11	9775		261.09
2011-04-12	9820		785.00
2011-04-12	9871		477.32
2011-04-12	9891		765.00
2011-04-12	9904		535.00
2011-04-13	9959		150.00
2011-04-14	10085		137.00
2011-04-14	10099		685.00
2011-04-14	10112		765.00
2011-04-16	10266		705.00

ESCAMBIA COUNTY EMS
2nd Quarter FY 2012 Write-Off

Trip Date	Run #	Customer	Due
2011-04-16	10297		605.00
2011-04-17	10339		645.00
2011-04-17	10392		585.00
2011-04-18	10441		705.00
2011-04-18	10478		795.00
2011-04-19	10518		755.00
2011-04-19	10575		200.00
2011-04-22	10926		790.00
2011-04-22	10956		835.00
2011-04-23	10951		167.00
2011-04-23	10988		675.00
2011-04-23	11022		173.00
2011-04-24	11033		735.00
2011-04-24	11053		91.07
2011-04-26	11336		790.80
2011-04-26	11343		575.00
2011-04-27	11374		81.74
2011-04-28	11457		565.00
2011-05-01	11795		89.84
2011-05-02	11833		765.00
2011-05-02	11853		95.00
2011-05-05	12100		150.00
2011-05-05	12198		575.00
2011-05-06	12268		605.00
2011-05-07	12308		645.00
2011-05-08	12506		555.00
2011-05-09	12499		20.00
2011-05-09	12534		765.00
2011-05-10	12659		285.00
2011-05-11	12678		125.00
2011-05-11	12752		655.00
2011-05-11	12792		119.00
2011-05-12	12776		585.00
2011-05-12	12816		100.00
2011-05-12	12822		715.00
2011-05-13	12908		715.00
2011-05-13	12936		755.00
2011-05-13	12964		745.00
2011-05-14	12981		565.00
2011-05-14	13004		108.00
2011-05-14	13007		785.00
2011-05-14	13014		89.97
2011-05-14	13022		80.78
2011-05-16	13245		635.00
2011-05-18	13404		595.00
2011-05-18	13434		125.00
2011-05-18	13455		69.54
2011-05-18	13467		605.00
2011-05-18	14011		100.00
2011-05-19	13482		171.00
2011-05-20	13572		179.00

ESCAMBIA COUNTY EMS
2nd Quarter FY 2012 Write-Off

Trip Date	Run #	Customer	Due
2011-05-20	13601		51.23
2011-05-22	13802		117.32
2011-05-22	13806		705.00
2011-05-22	13831		141.00
2011-05-23	13963		301.62
2011-05-23	13978		196.50
2011-05-24	14001		52.44
2011-05-24	14014		110.25
2011-05-24	14087		50.00
2011-05-24	14100		755.00
2011-05-24	14105		100.00
2011-05-24	14113		100.00
2011-05-24	14729		121.00
2011-05-25	14125		200.00
2011-05-25	14139		765.00
2011-05-25	14196		765.00
2011-05-26	14234		410.00
2011-05-26	14291		615.00
2011-05-26	14292		111.00
2011-05-26	14302		695.00
2011-05-26	14324		200.00
2011-05-27	14293		535.00
2011-05-27	14333		279.00
2011-05-27	14363		605.00
2011-05-27	14404		705.00
2011-05-27	14427		100.00
2011-05-28	14508		349.06
2011-05-29	14526		161.00
2011-05-29	14577		324.76
2011-05-29	14581		406.10
2011-05-29	14608		100.00
2011-05-30	14634		86.27
2011-05-30	14658		35.99
2011-05-30	14711		695.00
2011-05-31	14755		82.56
2011-06-01	14799		150.00
2011-06-02	14918		665.00
2011-06-02	14953		169.00
2011-06-02	14988		504.02
2011-06-02	15017		200.00
2011-06-03	15033		100.00
2011-06-03	15046		127.00
2011-06-03	15050		85.00
2011-06-03	15051		236.25
2011-06-04	15115		68.72
2011-06-04	15125		805.00
2011-06-04	15157		61.00
2011-06-04	15158		725.00
2011-06-04	15169		715.00
2011-06-04	15170		675.00
2011-06-04	15175		865.00

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Trip Date	Run #	Customer	Due
2011-06-04	15180		64.50
2011-06-04	15192		755.00
2011-06-05	15191		665.00
2011-06-05	15221		70.50
2011-06-05	15223		408.00
2011-06-05	15269		150.00
2011-06-05	15277		615.00
2011-06-05	15293		685.00
2011-06-05	15294		535.00
2011-06-05	15404		735.00
2011-06-06	15381		555.00
2011-06-07	15387		79.70
2011-06-07	15435		695.00
2011-06-08	15515		795.00
2011-06-08	15529		123.00
2011-06-08	15530		80.93
2011-06-08	15532		945.00
2011-06-08	15551		755.00
2011-06-08	15558		755.00
2011-06-08	15691		575.00
2011-06-09	15618		835.00
2011-06-09	15619		695.00
2011-06-09	15627		92.31
2011-06-09	15632		595.00
2011-06-09	15683		875.00
2011-06-09	15926		100.00
2011-06-10	15659		625.00
2011-06-10	15784		200.00
2011-06-11	15788		86.27
2011-06-11	15885		92.17
2011-06-12	15898		555.00
2011-06-12	15935		615.00
2011-06-12	15942		168.00
2011-06-12	15968		745.00
2011-06-12	15987		426.71
2011-06-13	16011		90.52
2011-06-14	16145		82.70
2011-06-14	16188		715.00
2011-06-15	16166		655.00
2011-06-15	16198		150.00
2011-06-15	16212		74.62
2011-06-15	16221		587.00
2011-06-15	16225		85.72
2011-06-15	16248		535.00
2011-06-15	16263		135.00
2011-06-15	16264		125.00
2011-06-15	16274		635.00
2011-06-16	16278		76.68
2011-06-16	16344		725.00
2011-06-16	16353		545.00
2011-06-16	16372		85.00

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Trip Date	Run #	Customer	Due
2011-06-17	16356		830.00
2011-06-17	16374		575.00
2011-06-17	16390		56.17
2011-06-17	16407		136.00
2011-06-17	16409		705.00
2011-06-17	16416		100.00
2011-06-18	16424		175.00
2011-06-18	16448		80.93
2011-06-18	16462		800.00
2011-06-18	16473		600.00
2011-06-18	16523		100.00
2011-06-18	16532		555.00
2011-06-18	16544		200.00
2011-06-19	16552		147.00
2011-06-19	16654		200.00
2011-06-19	16658		685.00
2011-06-19	16663		85.00
2011-06-20	16632		81.88
2011-06-20	16682		755.00
2011-06-20	16739		535.00
2011-06-20	16757		615.00
2011-06-21	16795		725.00
2011-06-21	16819		765.00
2011-06-21	16825		100.00
2011-06-21	16834		147.00
2011-06-21	16852		805.00
2011-06-21	16869		845.00
2011-06-22	16932		550.62
2011-06-22	16943		87.50
2011-06-22	16974		725.00
2011-06-22	16981		775.00
2011-06-23	16942		200.00
2011-06-23	16976		82.02
2011-06-23	16998		410.00
2011-06-23	17023		211.89
2011-06-23	17029		91.76
2011-06-23	17035		165.00
2011-06-23	17036		695.00
2011-06-23	17050		575.00
2011-06-23	17062		186.00
2011-06-23	17063		585.00
2011-06-23	17066		575.00
2011-06-24	17071		89.71
2011-06-24	17072		805.00
2011-06-24	17115		575.00
2011-06-24	17138		725.00
2011-06-24	17139		109.00
2011-06-24	17143		755.00
2011-06-24	17149		100.00
2011-06-24	17160		142.00
2011-06-24	17192		35.00

ESCAMBIA COUNTY EMS
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Trip Date	Run #	Customer	Due
2011-06-24	17213		20.00
2011-06-25	17232		815.00
2011-06-25	17236		665.00
2011-06-25	17242		745.00
2011-06-25	17260		755.00
2011-06-25	17278		595.00
2011-06-25	17280		87.64
2011-06-25	17298		825.00
2011-06-25	17318		85.58
2011-06-25	17319		725.00
2011-06-25	17334		605.00
2011-06-26	17317		725.00
2011-06-26	17350		205.79
2011-06-26	17370		555.00
2011-06-26	17374		785.00
2011-06-26	17383		89.42
2011-06-26	17409		200.00
2011-06-27	17423		80.64
2011-06-27	17428		120.87
2011-06-27	17432		630.00
2011-06-27	17465		655.00
2011-06-27	17478		845.00
2011-06-27	17484		85.00
2011-06-27	17495		635.00
2011-06-27	17500		575.00
2011-06-27	17502		705.00
2011-06-28	17498		715.00
2011-06-28	17516		695.00
2011-06-28	17530		83.25
2011-06-28	17549		600.00
2011-06-28	17585		545.00
2011-06-28	17592		655.00
2011-06-28	17596		150.00
2011-06-28	17598		122.65
2011-06-29	17607		635.00
2011-06-29	17623		55.62
2011-06-29	17651		20.00
2011-06-29	17652		173.00
2011-06-29	17674		141.00
2011-06-29	17716		605.00
2011-06-29	17717		239.06
2011-06-30	17701		100.00
2011-06-30	17722		247.55
2011-06-30	17735		15.28
2011-06-30	17741		80.78
2011-06-30	17756		221.66
2011-06-30	17760		89.29
2011-06-30	17772		80.93
2011-06-30	17781		341.50
2011-06-30	17804		585.00
2011-06-30	17811		106.43

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Trip Date	Run #	Customer	Due
2011-06-30	17825		625.00
2011-06-30	17826		56.04
2011-07-01	17840		200.00
2011-07-01	17843		88.60
2011-07-01	17845		86.95
2011-07-01	17851		555.00
2011-07-01	17859		121.00
2011-07-01	17890		92.03
2011-07-01	17895		200.00
2011-07-01	17904		70.50
2011-07-01	17914		150.00
2011-07-01	17928		650.00
2011-07-02	17971		150.00
2011-07-02	17972		865.00
2011-07-03	17999		127.00
2011-07-03	18029		855.00
2011-07-03	18034		150.00
2011-07-03	18040		114.87
2011-07-03	18058		595.00
2011-07-03	18074		16.54
2011-07-03	18082		625.00
2011-07-03	18104		535.00
2011-07-04	18168		109.00
2011-07-04	18171		84.62
2011-07-04	18177		150.00
2011-07-04	18183		68.03
2011-07-04	18185		249.43
2011-07-04	18186		172.00
2011-07-04	18188		255.32
2011-07-04	18195		695.00
2011-07-04	18196		765.00
2011-07-04	18240		815.00
2011-07-05	18224		523.50
2011-07-05	18259		150.00
2011-07-05	18260		605.00
2011-07-05	18269		755.00
2011-07-05	18272		705.00
2011-07-05	18276		76.40
2011-07-05	18277		83.39
2011-07-05	18307		87.78
2011-07-05	18311		82.29
2011-07-05	18341		795.00
2011-07-06	18358		122.11
2011-07-06	18375		518.30
2011-07-06	18376		89.70
2011-07-06	18384		846.95
2011-07-06	18387		67.90
2011-07-06	18403		118.00
2011-07-06	18408		71.46
2011-07-06	18410		860.49
2011-07-06	18412		70.50

ESCAMBIA COUNTY EMS
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Trip Date	Run #	Customer	Due
2011-07-06	18413		725.00
2011-07-06	18414		655.00
2011-07-06	18416		69.95
2011-07-06	18440		72.97
2011-07-07	18444		560.00
2011-07-07	18450		145.00
2011-07-07	18482		645.00
2011-07-07	18492		125.00
2011-07-07	18502		208.50
2011-07-07	18503		100.00
2011-07-07	18505		320.24
2011-07-07	18507		755.00
2011-07-07	18513		545.00
2011-07-07	18518		615.00
2011-07-07	18534		85.72
2011-07-07	18535		775.00
2011-07-07	18536		725.00
2011-07-07	18548		81.05
2011-07-07	18552		685.00
2011-07-07	18555		199.50
2011-07-07	18556		150.00
2011-07-08	18592		735.00
2011-07-08	18597		725.00
2011-07-08	18608		695.00
2011-07-08	18610		725.00
2011-07-08	18615		100.00
2011-07-08	18618		281.32
2011-07-08	18627		217.79
2011-07-08	18632		125.00
2011-07-08	18642		420.00
2011-07-08	18649		675.00
2011-07-08	18657		655.00
2011-07-08	18659		655.00
2011-07-08	18674		775.00
2011-07-08	18682		100.95
2011-07-08	19633		655.00
2011-07-09	18650		595.00
2011-07-09	18656		100.00
2011-07-09	18663		735.00
2011-07-09	18664		450.00
2011-07-09	18666		675.00
2011-07-09	18678		90.66
2011-07-09	18700		349.00
2011-07-09	18714		341.65
2011-07-09	18731		85.58
2011-07-09	18738		283.02
2011-07-09	18739		790.00
2011-07-09	18749		735.00
2011-07-09	18760		735.00
2011-07-09	18770		775.00
2011-07-09	18774		605.00

ESCAMBIA COUNTY EMS
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Trip Date	Run #	Customer	Due
2011-07-09	18788		625.00
2011-07-09	18791		72.50
2011-07-09	18800		565.00
2011-07-09	18855		605.00
2011-07-09	19778		555.00
2011-07-09	19779		715.00
2011-07-09	19780		655.00
2011-07-10	18780		88.55
2011-07-10	18785		645.00
2011-07-10	18803		585.00
2011-07-10	18815		685.00
2011-07-10	18818		80.51
2011-07-10	18824		86.95
2011-07-10	18827		545.00
2011-07-10	18828		85.86
2011-07-10	18829		196.20
2011-07-10	18834		200.00
2011-07-10	18843		107.95
2011-07-10	18851		655.00
2011-07-10	18874		565.00
2011-07-10	18897		715.00
2011-07-10	18899		615.00
2011-07-10	18901		635.00
2011-07-10	19640		123.00
2011-07-10	19641		105.00
2011-07-11	18881		555.00
2011-07-11	18923		655.00
2011-07-11	18927		117.91
2011-07-11	18936		575.00
2011-07-11	18943		755.00
2011-07-11	18946		675.00
2011-07-11	18948		84.62
2011-07-11	18949		150.00
2011-07-11	18954		905.00
2011-07-11	18960		695.00
2011-07-11	18964		150.00
2011-07-11	18967		695.00
2011-07-11	18973		100.00
2011-07-11	18978		735.00
2011-07-11	18985		725.00
2011-07-11	19003		90.93
2011-07-11	19009		825.00
2011-07-11	19010		378.90
2011-07-12	18992		625.00
2011-07-12	19002		705.00
2011-07-12	19007		575.00
2011-07-12	19016		119.77
2011-07-12	19021		74.34
2011-07-12	19025		143.00
2011-07-12	19029		715.00
2011-07-12	19034		60.00

ESCAMBIA COUNTY EMS
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Trip Date	Run #	Customer	Due
2011-07-12	19042		715.00
2011-07-12	19046		117.99
2011-07-12	19051		550.00
2011-07-12	19052		635.00
2011-07-12	19058		785.00
2011-07-12	19070		895.00
2011-07-12	19075		665.00
2011-07-12	19084		765.00
2011-07-12	19096		815.00
2011-07-12	19101		695.00
2011-07-13	19105		785.00
2011-07-13	19118		545.00
2011-07-13	19124		725.00
2011-07-13	19127		675.00
2011-07-13	19128		150.00
2011-07-13	19150		565.00
2011-07-13	19151		135.57
2011-07-13	19156		41.88
2011-07-13	19158		121.00
2011-07-13	19163		735.00
2011-07-13	19165		545.00
2011-07-13	19179		81.33
2011-07-13	19181		86.95
2011-07-13	19183		85.58
2011-07-13	19184		675.00
2011-07-13	19186		710.00
2011-07-13	19193		575.00
2011-07-13	19206		344.96
2011-07-14	19195		625.00
2011-07-14	19202		715.00
2011-07-14	19223		745.00
2011-07-14	19238		90.93
2011-07-14	19241		645.00
2011-07-14	19246		645.00
2011-07-14	19269		725.00
2011-07-14	19274		85.86
2011-07-14	19276		382.42
2011-07-14	19282		645.00
2011-07-14	19284		765.00
2011-07-14	19292		625.00
2011-07-14	19293		785.00
2011-07-14	19295		565.00
2011-07-14	19301		82.70
2011-07-14	19303		19.28
2011-07-14	19310		725.00
2011-07-14	19315		655.00
2011-07-15	19306		725.00
2011-07-15	19317		775.00
2011-07-15	19342		555.00
2011-07-15	19350		100.00
2011-07-15	19355		595.00

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Trip Date	Run #	Customer	Due
2011-07-15	19357		880.00
2011-07-15	19368		745.00
2011-07-15	19372		765.00
2011-07-15	19378		85.86
2011-07-15	19384		76.81
2011-07-15	19389		765.00
2011-07-15	19393		23.00
2011-07-15	19399		635.00
2011-07-15	19400		635.00
2011-07-15	19401		137.00
2011-07-15	19402		213.54
2011-07-15	19409		620.00
2011-07-15	19413		72.56
2011-07-15	19424		105.07
2011-07-15	19430		715.00
2011-07-15	19446		735.00
2011-07-15	19447		565.00
2011-07-15	19459		645.00
2011-07-16	19420		755.00
2011-07-16	19426		755.00
2011-07-16	19427		18.63
2011-07-16	19436		68.03
2011-07-16	19449		825.00
2011-07-16	19460		725.00
2011-07-16	19469		795.00
2011-07-16	19470		745.00
2011-07-16	19475		535.00
2011-07-16	19487		73.52
2011-07-16	19489		665.00
2011-07-16	19491		685.00
2011-07-16	19499		200.00
2011-07-16	19506		282.20
2011-07-16	19511		81.05
2011-07-16	19515		84.35
2011-07-16	19516		82.84
2011-07-16	19520		615.00
2011-07-16	19521		160.00
2011-07-16	19527		675.00
2011-07-16	19528		75.58
2011-07-16	19534		725.00
2011-07-16	19541		785.00
2011-07-16	19544		100.00
2011-07-16	19660		845.00
2011-07-17	19564		20.00
2011-07-17	19567		127.00
2011-07-17	19578		420.00
2011-07-17	19583		81.88
2011-07-17	19587		96.15
2011-07-17	19595		765.00
2011-07-17	19600		810.00
2011-07-17	19607		575.00

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Trip Date	Run #	Customer	Due
2011-07-17	19608		745.00
2011-07-17	19619		705.00
2011-07-17	19620		675.00
2011-07-17	19624		265.17
2011-07-17	19627		725.00
2011-07-17	19650		535.00
2011-07-17	19655		20.00
2011-07-18	19612		615.00
2011-07-18	19671		100.00
2011-07-18	19673		75.03
2011-07-18	19683		640.00
2011-07-18	19706		645.00
2011-07-18	19722		82.29
2011-07-18	19724		150.00
2011-07-18	19725		895.00
2011-07-18	19728		725.00
2011-07-18	19730		595.00
2011-07-18	19742		755.00
2011-07-18	19743		181.00
2011-07-18	19744		565.00
2011-07-18	19748		82.43
2011-07-18	19750		82.29
2011-07-18	19753		88.05
2011-07-19	19738		20.00
2011-07-19	19762		565.00
2011-07-19	19772		91.48
2011-07-19	19787		54.91
2011-07-19	19788		595.00
2011-07-19	19791		915.00
2011-07-19	19795		87.64
2011-07-19	19796		333.79
2011-07-19	19797		815.00
2011-07-19	19798		79.42
2011-07-19	19801		150.00
2011-07-19	19806		100.00
2011-07-19	19808		341.13
2011-07-19	19810		725.00
2011-07-19	19813		785.00
2011-07-19	19815		670.00
2011-07-19	19829		565.00
2011-07-19	19831		44.75
2011-07-19	19840		545.00
2011-07-19	19850		795.00
2011-07-19	19851		685.00
2011-07-19	19870		585.00
2011-07-19	19887		595.00
2011-07-19	19888		685.00
2011-07-20	19854		295.44
2011-07-20	19900		735.00
2011-07-20	19922		715.00
2011-07-20	19923		705.00

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Trip Date	Run #	Customer	Due
2011-07-20	19924		150.00
2011-07-20	19925		745.00
2011-07-20	19926		25.23
2011-07-20	19930		57.27
2011-07-20	19948		85.00
2011-07-20	19950		605.00
2011-07-20	19952		650.00
2011-07-20	19953		650.00
2011-07-20	19954		183.40
2011-07-20	19955		85.72
2011-07-20	19958		122.00
2011-07-20	19961		795.00
2011-07-20	19962		715.00
2011-07-20	19963		119.00
2011-07-20	19973		675.00
2011-07-20	19975		568.29
2011-07-20	19978		655.00
2011-07-20	19984		715.00
2011-07-20	19989		102.10
2011-07-20	19991		725.00
2011-07-20	20002		86.13
2011-07-20	20016		655.00
2011-07-20	20017		200.00
2011-07-20	20378		555.00
2011-07-21	20023		575.00
2011-07-21	20030		715.00
2011-07-21	20031		85.17
2011-07-21	20035		725.00
2011-07-21	20040		178.75
2011-07-21	20045		685.00
2011-07-21	20047		104.10
2011-07-21	20048		760.00
2011-07-21	20055		82.84
2011-07-21	20057		119.00
2011-07-21	20062		85.03
2011-07-21	20064		100.00
2011-07-21	20069		725.00
2011-07-21	20070		775.00
2011-07-21	20081		89.29
2011-07-21	20092		725.00
2011-07-21	20109		88.74
2011-07-22	20077		755.00
2011-07-22	20098		190.00
2011-07-22	20099		84.48
2011-07-22	20100		100.00
2011-07-22	20110		760.00
2011-07-22	20123		184.70
2011-07-22	20131		725.00
2011-07-22	20140		86.82
2011-07-22	20145		785.00
2011-07-22	20148		545.00

ESCAMBIA COUNTY EMS
2nd Quarter FY 2012 Write-Off

Trip Date	Run #	Customer	Due
2011-07-22	20149		117.00
2011-07-22	20152		535.00
2011-07-22	20157		100.00
2011-07-22	20161		655.00
2011-07-22	20163		555.00
2011-07-22	20164		775.00
2011-07-22	20176		585.00
2011-07-22	20183		695.00
2011-07-22	20187		72.29
2011-07-22	20379		295.34
2011-07-22	20380		795.00
2011-07-23	20189		555.00
2011-07-23	20190		71.46
2011-07-23	20192		695.00
2011-07-23	20193		575.00
2011-07-23	20196		1,230.00
2011-07-23	20201		715.00
2011-07-23	20209		149.00
2011-07-23	20210		715.00
2011-07-23	20215		565.00
2011-07-23	20218		815.00
2011-07-23	20224		535.00
2011-07-23	20225		555.00
2011-07-23	20239		755.00
2011-07-23	20244		575.00
2011-07-23	20246		85.45
2011-07-23	20254		775.00
2011-07-23	20268		755.00
2011-07-23	20272		85.31
2011-07-23	20273		545.00
2011-07-23	20284		605.00
2011-07-24	20283		530.50
2011-07-24	20300		655.00
2011-07-24	20308		785.00
2011-07-24	20312		585.00
2011-07-24	20314		645.00
2011-07-24	20317		655.00
2011-07-24	20320		815.00
2011-07-24	20329		20.00
2011-07-24	20334		805.00
2011-07-24	20338		605.00
2011-07-24	20348		86.27
2011-07-24	20363		675.00
2011-07-24	20367		645.00
2011-07-24	20370		150.00
2011-07-24	20377		585.00
2011-07-24	20476		251.62
2011-07-24	21487		735.00
2011-07-25	20351		675.00
2011-07-25	20354		555.00
2011-07-25	20360		88.20

ESCAMBIA COUNTY EMS
2nd Quarter FY 2012 Write-Off

Trip Date	Run #	Customer	Due
2011-07-25	20372		283.00
2011-07-25	20385		675.00
2011-07-25	20389		565.00
2011-07-25	20392		70.64
2011-07-25	20398		595.00
2011-07-25	20400		735.00
2011-07-25	20402		87.37
2011-07-25	20408		635.00
2011-07-25	20411		74.21
2011-07-25	20415		118.60
2011-07-25	20417		635.00
2011-07-25	20421		590.00
2011-07-25	20429		293.00
2011-07-25	20437		545.00
2011-07-25	20443		735.00
2011-07-25	20445		565.00
2011-07-25	20451		91.21
2011-07-25	20453		100.00
2011-07-25	20457		595.00
2011-07-25	20462		725.00
2011-07-25	20463		755.00
2011-07-25	20465		755.00
2011-07-25	20469		735.00
2011-07-26	20460		665.00
2011-07-26	20482		535.00
2011-07-26	20486		545.00
2011-07-26	20488		100.00
2011-07-26	20490		725.00
2011-07-26	20498		660.00
2011-07-26	20503		87.37
2011-07-26	20506		595.00
2011-07-26	20526		745.00
2011-07-26	20528		490.00
2011-07-26	20532		374.76
2011-07-26	20535		71.46
2011-07-26	20543		845.00
2011-07-26	20545		545.00
2011-07-26	20562		71.33
2011-07-27	20541		585.00
2011-07-27	20550		715.00
2011-07-27	20555		745.00
2011-07-27	20561		655.00
2011-07-27	20575		190.00
2011-07-27	20576		705.00
2011-07-27	20578		755.00
2011-07-27	20584		445.00
2011-07-27	20587		110.00
2011-07-27	20588		20.00
2011-07-27	20591		30.04
2011-07-27	20593		585.00
2011-07-27	20597		150.00

ESCAMBIA COUNTY EMS
2nd Quarter FY 2012 Write-Off

Trip Date	Run #	Customer	Due
2011-07-27	20613		755.00
2011-07-27	20622		795.00
2011-07-27	20624		755.00
2011-07-27	20634		725.00
2011-07-27	20640		755.00
2011-07-28	20647		535.00
2011-07-28	20666		755.00
2011-07-28	20674		620.00
2011-07-28	20679		79.28
2011-07-28	20687		545.00
2011-07-28	20698		565.00
2011-07-28	20700		565.00
2011-07-28	20701		755.00
2011-07-28	20710		820.00
2011-07-28	20719		735.00
2011-07-28	20720		80.66
2011-07-28	20742		725.00
2011-07-29	20740		815.00
2011-07-29	20749		629.12
2011-07-29	20760		545.00
2011-07-29	20774		775.00
2011-07-29	20778		725.00
2011-07-29	20784		635.00
2011-07-29	20791		68.17
2011-07-29	20792		100.00
2011-07-29	20797		535.00
2011-07-29	20800		555.00
2011-07-29	20804		200.00
2011-07-29	20817		100.00
2011-07-29	20819		815.00
2011-07-29	20823		655.00
2011-07-29	20833		725.00
2011-07-29	20841		535.00
2011-07-29	20842		20.00
2011-07-29	20848		625.00
2011-07-29	20852		725.00
2011-07-29	20867		535.00
2011-07-29	20876		625.00
2011-07-29	20878		615.00
2011-07-30	20838		100.26
2011-07-30	20853		735.00
2011-07-30	20859		605.00
2011-07-30	20869		655.00
2011-07-30	20883		565.00
2011-07-30	20904		610.00
2011-07-30	20925		625.00
2011-07-30	20930		565.00
2011-07-30	20931		615.00
2011-07-30	20933		795.00
2011-07-30	20945		605.00
2011-07-30	20946		675.00

ESCAMBIA COUNTY EMS
2nd Quarter FY 2012 Write-Off

Trip Date	Run #	Customer	Due
2011-07-30	20950		86.68
2011-07-30	20953		80.64
2011-07-30	20965		150.00
2011-07-30	20980		970.00
2011-07-31	20960		600.00
2011-07-31	20984		89.29
2011-07-31	20987		715.00
2011-07-31	20990		705.00
2011-07-31	20991		655.00
2011-07-31	20992		620.00
2011-07-31	21005		655.00
2011-07-31	21008		150.00
2011-07-31	21010		345.23
2011-07-31	21017		745.00
2011-07-31	21019		150.00
2011-07-31	21020		82.70
2011-07-31	21021		565.00
2011-07-31	21023		795.00
2011-07-31	21031		76.27
2011-07-31	21040		88.60
2011-07-31	21045		109.00
2011-07-31	21055		110.00
2011-07-31	21059		705.00
2011-07-31	21061		545.00
2011-07-31	21068		555.00
2011-07-31	21075		615.00
2011-07-31	21078		645.00
2011-07-31	21079		90.52
2011-08-01	21034		675.00
2011-08-01	21035		705.00
2011-08-01	21041		83.94
2011-08-01	21054		715.00
2011-08-01	21098		595.00
2011-08-01	21101		715.00
2011-08-01	21115		89.42
2011-08-01	21116		755.00
2011-08-01	21121		755.00
2011-08-01	21125		765.00
2011-08-01	21128		725.00
2011-08-01	21133		35.00
2011-08-01	21138		150.00
2011-08-01	21139		625.00
2011-08-02	21170		765.00
2011-08-02	21173		750.00
2011-08-02	21188		605.00
2011-08-02	21197		555.00
2011-08-02	21201		865.00
2011-08-02	21202		735.00
2011-08-02	21209		755.00
2011-08-02	21219		242.20
2011-08-02	21221		92.44

ESCAMBIA COUNTY EMS
2nd Quarter FY 2012 Write-Off

Trip Date	Run #	Customer	Due
2011-08-02	21230		675.00
2011-08-02	21231		790.00
2011-08-02	21232		695.00
2011-08-02	21235		130.00
2011-08-02	21240		745.00
2011-08-02	21259		585.00
2011-08-02	21266		935.00
2011-08-02	21268		675.00
2011-08-03	21254		755.00
2011-08-03	21261		775.00
2011-08-03	21281		800.00
2011-08-03	21291		775.00
2011-08-03	21301		147.00
2011-08-03	21302		100.00
2011-08-03	21311		545.00
2011-08-03	21319		835.00
2011-08-03	21322		88.33
2011-08-03	21324		150.00
2011-08-03	21329		805.00
2011-08-03	21331		160.00
2011-08-03	21335		845.00
2011-08-03	21346		130.50
2011-08-03	21348		160.00
2011-08-03	21353		150.00
2011-08-03	21360		825.00
2011-08-03	21378		74.62
2011-08-04	21356		89.84
2011-08-04	21366		409.99
2011-08-04	21373		715.00
2011-08-04	21375		605.00
2011-08-04	21381		725.00
2011-08-04	21383		655.00
2011-08-04	21389		575.00
2011-08-04	21390		735.00
2011-08-04	21391		565.00
2011-08-04	21399		735.00
2011-08-04	21415		735.00
2011-08-04	21417		595.00
2011-08-04	21418		430.00
2011-08-04	21429		555.00
2011-08-04	21430		695.00
2011-08-04	21431		735.00
2011-08-04	21433		95.74
2011-08-04	21455		765.00
2011-08-04	21459		150.00
2011-08-05	21453		109.18
2011-08-05	21464		150.00
2011-08-05	21482		725.00
2011-08-05	21488		555.00
2011-08-05	21493		575.00
2011-08-05	21515		705.00

ESCAMBIA COUNTY EMS
2nd Quarter FY 2012 Write-Off

Trip Date	Run #	Customer	Due
2011-08-05	21523		695.00
2011-08-05	21526		565.00
2011-08-05	21527		645.00
2011-08-05	21543		725.00
2011-08-05	21546		895.00
2011-08-05	21550		84.35
2011-08-05	21570		85.45
2011-08-05	21581		705.00
2011-08-05	21593		635.00
2011-08-05	21595		150.00
2011-08-06	21588		765.00
2011-08-06	21601		645.00
2011-08-06	21608		615.00
2011-08-06	21624		575.00
2011-08-06	21642		655.00
2011-08-06	21645		765.00
2011-08-06	21647		565.00
2011-08-06	21659		735.00
2011-08-06	21671		535.00
2011-08-06	21681		585.00
2011-08-06	21684		585.00
2011-08-06	21709		150.00
2011-08-06	21711		87.37
2011-08-07	21676		555.00
2011-08-07	21678		605.00
2011-08-07	21706		565.00
2011-08-07	21722		635.00
2011-08-07	21724		645.00
2011-08-07	21728		635.00
2011-08-07	21737		565.00
2011-08-07	21757		695.00
2011-08-07	21765		123.20
2011-08-07	21784		565.00
2011-08-07	21785		645.00
2011-08-07	21788		715.00
2011-08-07	21804		535.00
2011-08-07	21805		440.00
2011-08-08	21759		685.00
2011-08-08	21798		665.00
2011-08-08	21809		83.25
2011-08-08	21812		565.00
2011-08-08	21813		755.00
2011-08-08	21820		100.00
2011-08-08	21822		84.76
2011-08-08	21830		640.00
2011-08-08	21841		745.00
2011-08-08	21843		575.00
2011-08-08	21846		200.00
2011-08-08	21874		705.00
2011-08-08	21893		90.11
2011-08-08	21898		605.00

ESCAMBIA COUNTY EMS
2nd Quarter FY 2012 Write-Off

Trip Date	Run #	Customer	Due
2011-08-08	21899		86.27
2011-08-08	21919		685.00
2011-08-08	21926		555.00
2011-08-08	21927		705.00
2011-08-08	21929		780.00
2011-08-09	21901		535.00
2011-08-09	21911		85.03
2011-08-09	21915		755.00
2011-08-09	21946		820.00
2011-08-09	21947		745.00
2011-08-09	21953		765.00
2011-08-09	21975		84.07
2011-08-09	21977		705.00
2011-08-09	21990		85.58
2011-08-09	22003		705.00
2011-08-09	22304		725.00
2011-08-09	22623		106.10
2011-08-10	21997		82.56
2011-08-10	22004		665.00
2011-08-10	22009		735.00
2011-08-10	22010		565.00
2011-08-10	22045		545.00
2011-08-10	22063		565.00
2011-08-10	22064		85.86
2011-08-10	22070		625.00
2011-08-10	22076		715.00
2011-08-10	22082		675.00
2011-08-10	22089		430.00
2011-08-10	22091		73.25
2011-08-10	22098		565.00
2011-08-11	22088		470.00
2011-08-11	22090		565.00
2011-08-11	22097		69.68
2011-08-11	22107		715.00
2011-08-11	22114		695.00
2011-08-11	22122		685.00
2011-08-11	22127		705.00
2011-08-11	22135		74.07
2011-08-11	22152		86.13
2011-08-11	22154		755.00
2011-08-11	22165		257.90
2011-08-11	22169		695.00
2011-08-11	22183		725.00
2011-08-11	22184		100.00
2011-08-11	22185		695.00
2011-08-11	22205		84.90
2011-08-11	22212		735.00
2011-08-11	22217		755.00
2011-08-12	22198		635.00
2011-08-12	22199		645.00
2011-08-12	22203		860.00

ESCAMBIA COUNTY EMS
2nd Quarter FY 2012 Write-Off

Trip Date	Run #	Customer	Due
2011-08-12	22236		83.39
2011-08-12	22238		150.00
2011-08-12	22240		815.00
2011-08-12	22243		715.00
2011-08-12	22245		91.34
2011-08-12	22250		735.00
2011-08-12	22254		200.00
2011-08-12	22266		605.00
2011-08-12	22281		585.00
2011-08-12	22283		392.81
2011-08-12	22289		635.00
2011-08-12	22317		805.00
2011-08-12	22323		71.74
2011-08-12	22334		575.00
2011-08-12	22336		92.85
2011-08-13	22300		780.00
2011-08-13	22320		90.25
2011-08-13	22325		71.87
2011-08-13	22342		251.62
2011-08-13	22343		745.00
2011-08-13	22352		705.00
2011-08-13	22354		100.00
2011-08-13	22355		645.00
2011-08-13	22357		695.00
2011-08-13	22359		557.90
2011-08-13	22361		785.00
2011-08-13	22365		535.00
2011-08-13	22369		150.00
2011-08-13	22370		565.00
2011-08-13	22381		91.76
2011-08-13	22388		125.00
2011-08-13	22397		625.00
2011-08-13	22410		86.27
2011-08-14	22394		87.09
2011-08-14	22414		92.31
2011-08-14	22431		600.00
2011-08-14	22435		80.78
2011-08-14	22439		745.00
2011-08-14	22458		725.00
2011-08-14	22477		705.00
2011-08-14	22478		88.88
2011-08-14	22486		705.00
2011-08-14	22491		705.00
2011-08-14	22512		555.00
2011-08-14	22513		785.00
2011-08-14	22752		705.00
2011-08-14	24742		535.00
2011-08-15	22511		755.00
2011-08-15	22526		745.00
2011-08-15	22536		785.00
2011-08-15	22538		565.00

ESCAMBIA COUNTY EMS
2nd Quarter FY 2012 Write-Off

Trip Date	Run #	Customer	Due
2011-08-15	22556		645.00
2011-08-15	22558		755.00
2011-08-15	22568		745.00
2011-08-15	22573		655.00
2011-08-15	22577		595.00
2011-08-15	22591		675.00
2011-08-15	22600		605.00
2011-08-15	22616		575.00
2011-08-16	22605		595.00
2011-08-16	22614		73.25
2011-08-16	22631		45.99
2011-08-16	22634		705.00
2011-08-16	22647		835.00
2011-08-16	22654		715.00
2011-08-16	22659		605.00
2011-08-16	22663		150.00
2011-08-16	22684		92.03
2011-08-16	22696		735.00
2011-08-16	22707		595.00
2011-08-16	22734		150.00
2011-08-16	22745		100.00
2011-08-17	22706		510.00
2011-08-17	22737		715.00
2011-08-17	22757		500.00
2011-08-17	22772		86.54
2011-08-17	22774		755.00
2011-08-17	22776		915.00
2011-08-17	22782		550.00
2011-08-17	22793		555.00
2011-08-17	22800		87.23
2011-08-17	22807		755.00
2011-08-17	22843		645.00
2011-08-17	22844		625.00
2011-08-18	22884		575.00
2011-08-18	22888		150.00
2011-08-18	22904		150.00
2011-08-19	23012		535.00
2011-08-20	23060		430.00
2011-08-20	23068		535.00
2011-08-20	23103		850.00
2011-08-21	23177		110.00
2011-08-21	23224		447.61
2011-08-22	23240		795.00
2011-08-22	23272		725.00
2011-08-22	23287		665.00
2011-08-22	23337		125.00
2011-08-23	23383		535.00
2011-08-24	23562		480.00
2011-08-24	23586		575.00
2011-08-25	23592		615.00
2011-08-25	23691		410.00

ESCAMBIA COUNTY EMS
2nd Quarter FY 2012 Write-Off

Trip Date	Run #	Customer	Due
2011-08-26	23746		565.00
2011-08-26	23797		150.00
2011-08-27	23796		705.00
2011-08-27	23807		615.00
2011-08-28	23886		585.00
2011-08-28	23930		635.00
2011-08-29	23979		595.00
2011-08-30	24167		440.00
2011-08-31	24232		765.00
2011-08-31	24241		590.00
2011-09-05	24672		765.00
2011-09-17	25915		705.00
2011-09-27	26796		615.00
2011-10-20	29021		545.00
2011-10-21	29118		575.00
2011-10-22	29181		575.00
2011-11-12	31150		545.00
2011-11-15	31510		605.00
# Trips	1191	AND NO OTHERS	543,994.34

jc
5-22-12



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-2676

Clerk & Comptroller's Report 12. 3.

BCC Regular Meeting

Meeting Date: 06/07/2012

Issue: Acceptance of Documents

From: Doris Harris

Organization: Clerk & Comptroller's Office

Recommendation:

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

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

A. The Escambia County Community Redevelopment Agency Commercial Facade, Landscape, and Infrastructure Grant Program Lien Agreement for property located at 1505 West Avery Street, owned by Beulah's Pre-K and Learning Center, Inc., recorded in Official Records Book 6858, at Pages 1664 through 1665, as approved by the Board on April 21, 2011; and

B. The Escambia County Community Redevelopment Agency Residential Rehab Grant Program Lien Agreement for property located at 619 McCarroll Road, owned by Kara Jean Burgess, recorded in Official Records Book 6863, at Pages 364 through 365, as approved by the Board on August 18, 2011.

Attachments

Documents Provided to CTB

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

12. CRA Grant Funding and Lien Agreements

Motion made by Commissioner Valentino, seconded by Commissioner Young, and carried unanimously, ratifying the following April 21, 2011, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Commercial Facade Grant Funding and Lien Agreements for the property located at 1505 West Avery Street, as amended to replace references to the word "Englewood" with the word "Brownsville" as it relates to the Redevelopment Area and TIF and to change the Cost Center from 220520 to 220515:

- A. Approving the Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements between Escambia County CRA and Beulah's Pre-K and Learning Center, Inc., owner of commercial property located at 1505 West Avery Street, Pensacola, Florida, in the Brownsville Redevelopment Area, in the amount of \$2,350, representing an in-kind match through the Brownsville Tax Increment Financing (TIF), Fund 151, Cost Center 220515, Object Code 58301, and/or Neighborhood Enterprise Foundation, Inc. (NEFI) 2008 Community Development Block Grant (CDBG), Fund 129, Cost Center 220563, Object Code 58301, for the installation of sanitary sewer connection; and
- B. Authorizing the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement this Grant award.

**Escambia County Community Redevelopment Agency
Commercial Façade, Landscape, and Infrastructure Grant Program**
Administered By: Escambia County Community & Environment Bureau
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
<u>Beulah's Pre-K and Learning Center, Inc.</u>	<u>1505 West Avery Street Pensacola, Florida 32501</u>	<u>30-2S-30-1001-007-044</u>

Total Amount of Lien **\$2,350**

I, the undersigned owner of the commercial property referenced above, agree that the improved commercial property will continue to be operated for the commercial use approved by the Escambia County Community Redevelopment Agency (CRA) for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

Further, in the event that the commercial property is the subject of an existing lease, I will notify the CRA at least sixty (60) days prior to any change in the current tenant(s); and I will obtain the approval of the CRA before leasing the property to a new tenant. Such permission shall not be unreasonably withheld.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Commercial Façade, Landscape and Infrastructure Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a business without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Verified By: *H. MacArthur*

Date: 4/26/11

I warrant that the property is not homestead as defined by the Constitution and laws of the State of Florida.

For Recipient: **Beulah's Pre-K and Learning Center, Inc.**

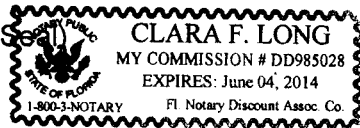
Beulah Black

Beulah Black, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 8th day of March, 2011 by **Beulah Black**, Property Owner. He/She () is personally known to me or () has produced FL LIC B420....599.0 as identification.

(Notary Seal)



Clara F. Long
Signature of Notary Public
Clara F. Long
Printed Name of Notary Public

For: **Escambia County Board of County Commissioners**

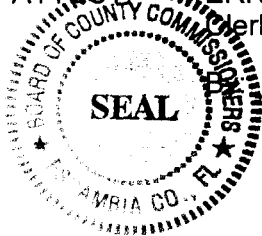
By: Kevin W. White
Kevin W. White, Chairman

BCC Approved: 04-21-2011

Date Executed

4/21/2011

ATTEST: **ERNIE LEE MAGAHA**
Clerk of the Circuit Court



Debra Harris
Deputy Clerk

This document approved as to form and legal sufficiency.

By: Kristin Huel
Title: HA
Date: 3/3/11

This instrument prepared by:
Clara Long, Urban Planner
Community & Environment Bureau
Community Redevelopment Agency
221 Palafox Place, Suite 305, Pensacola, FL 32502
H:\Community & Environment Bureau\Divisions\Community Redevelopment Agency\Programs\GNT-000 Grants\Grant Agreements\2011\Beulah Black__1505 W. Avery_042011.doc

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

22. Ratifying the following August 18, 2011, action of the Board of County Commissioners of Escambia County, a political subdivision of the State of Florida, acting in its capacity as Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Funding and Lien Agreements for the property located at 619 McCarroll Road:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Kara Jean Burgess, owner of residential property located at 619 McCarroll Road, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$4,398, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, for the following improvements: install a new central heating and air conditioning system and new storm windows; and

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

23. Approving, and authorizing the County Administrator to execute, the following Change Order Number 4 relating to Phase II Environmental Site Assessment for property located at 3300 Mobile Highway (Funding Source: Fund 110, Other Grants and Projects, Cost Center 220342, EPA Brownfield Redevelopment, Object Code 53101):

Department:	Community & Environment	
Division:	Community Redevelopment Agency	
Type:	Addition	
Amount:	\$37,911	
Vendor:	Cardno TBE	
Project Name:	3300 Mobile Highway	
Contract:	PD 06-07.038	
Purchase Order Number:	111119	
Change Order Number:	4	
Original Award Amount:		\$ 3,500
Cumulative Amount of Change Orders through Number 4:		<u>\$67,110</u>
New Contract Total:		<u>\$70,610</u>



**ESCAMBIA COUNTY ADMINISTRATION
TRANSMITTAL MESSAGE**

Date: 08-19-2011

TO: Doris Harris, Deputy Clerk

BCC: 08-18-2011

CAR II-22 Residential Rehab Grant Program Funding and Lien Agreements
for 619 McCarroll Road

Please Initial and Date
Below on Line Provided

sjw for ^{08/19/11}

Shirley Gafford, Program Coordinator, County Administration

Attached is one original Funding Agreement. Please attest, retain original and return one copy for further handling by the CRA.

Also attached is one original Lien Agreement. Please attest and record when advised by the CRA staff that the Grant funds have been distributed. When the document is recorded, please return a recorded copy for further handling by the CRA.

Thank you.

dch 8/19/2011

Doris Harris, Deputy Clerk

2011 AUG 19 A 9:49
CLERK OF THE BOARD OF
COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FL
LORRAINE MAGNIA

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

Escambia County
Clerk's Original

8/18/2011 CAR 11-22

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program**

Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)
Kara Jean Burgess

Address of Property
619 McCarroll Road
Pensacola, FL 32507

Property Reference No.
50-2S-30-6090-030-002

Total Amount of Lien

\$4,398

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Ernie Lee Magaha
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2012041663 05/30/2012 at 08:40 AM
OFF REC BK: 6363 PG: 364 - 365 Doc Type: L
RECORDING \$13.50

Verified By: *H. Macanthur*

Date: *8/19/11*

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

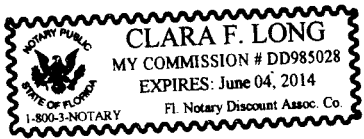
For Recipient:

Kara Jean Burgess
Kara Jean Burgess, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 14th day of July, 2011 by Kara Jean Burgess, Property Owner. He/She () is personally known to me or () has produced FLIC B622... 59... 1 as identification.

(Notary Seal)

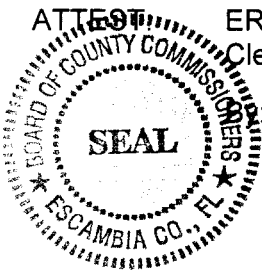


Clara F. Long
Signature of Notary Public
Clara F. Long
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: Kevin W. White
Kevin W. White, Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court



Devin Harris
Deputy Clerk

BCC Approved: 08-18-2011

Date Executed
8/18/2011

This instrument prepared by:
Clara Long, Urban Planner, CRA
Community & Environment Department
221 Palafox Place, Pensacola, FL 32502

This document approved as to form and legal sufficiency.
By: Mustin Head
Title: FCF
Date: 7/11/11



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-2694

Clerk & Comptroller's Report 12. 4.

BCC Regular Meeting

Meeting Date: 06/07/2012

Issue: Minutes and Reports

From: Doris Harris

Organization: Clerk & Comptroller's Office

Recommendation:

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

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

- A. Approve the Minutes of the Regular Board Meeting held May 17, 2012;
- B. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held May 17, 2012; and
- C. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held May 10, 2012.

Attachments

Minutes and Reports

REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA WORK SESSION
HELD MAY 17, 2012
BOARD CHAMBERS, FIRST FLOOR, ESCAMBIA COUNTY GOVERNMENTAL COMPLEX
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:10 a.m. – 10:22 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
Lisa N. Bernau, Chief Deputy Clerk, representing the
Honorable Ernie Lee Magaha, Clerk of the Circuit Court and Comptroller
Charles R. "Randy" Oliver, County Administrator
Alison Rogers, County Attorney
Patricia L. Sheldon, Clerk and Comptroller's Administrator of Financial Services
Shirley L. Gafford, Program Coordinator, County Administrator's Office
Doris Harris, Deputy Clerk to the Board

1. FOR INFORMATION: The agenda package for the 5:30 p.m., May 17, 2012, Regular Board Meeting, was reviewed as follows:
 - A. Shirley L. Gafford, Program Coordinator, County Administrator's Office, and County Attorney Rogers reviewed the agenda cover sheet;
 - B. Patricia L. Sheldon, Clerk and Comptroller's Administrator of Financial Services, reviewed the Clerk's Report;
 - C. T. Lloyd Kerr, Director, Development Services Department, reviewed the Growth Management Report;
 - D. Shirley L. Gafford, Program Coordinator, County Administrator's Office, County Attorney Rogers, and Wesley J. "Wes" Moreno, Deputy Director, and Joy D. Blackmon, Director, Public Works Department, reviewed the County Administrator's Report, Tom Zurchin, WDC Corporation, commented concerning Item I-8, and County Administrator Oliver presented a PowerPoint Presentation concerning the Escambia River Muzzle Loaders, Item III-1;
 - E. County Attorney Rogers reviewed the County Attorney's Report; and
 - F. Commissioner Robinson and Commissioner Robertson each reviewed his add-on item(s).

NAME

DEPARTMENT/AGENCY

	NAME	DEPARTMENT/AGENCY
1	Patty Sheldon	Escambia Clerk + Comptroller Finance
2	Doris Harris	Clerk to the Board
3	Ruby Olin	County Admin.
4	Shirley Gafford	CAO
5	Wilson Robertson	BCC
6	Gene M. Valentin	BCC
7	Marie Young	BCC
8	Sam C. Lee	BCC
9	Ben White	BCC
10	[Signature]	City Atty
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NAME

DEPARTMENT/AGENCY

1	Mike Roberts	
2	Jim Taylor	
3	Catherine Thompson	
4	JAMES W. THOMPSON	
5	Fred Johnson	
6	Alicia Faye Johnson	
7	Edward Kessler	
8	Cheryl Crowley	
9	Susan Delms	
10	Janice Kilgus	Mary Federal
11	L O W E L L	AGRICULTURAL MST
12	Amy Lovoy	MBS
13	Brandi Ziglar	PIO
14	Kelly Cooke	PIO
15	Kathleen Daugh-Castro	PIO
16	TOM ZURCHIN	
17	Bette Hooton	
18	A Cami	DSD
19	LLOYD KERR	DSO
20	Matt Mooneyham	PW/Feng
21	Jay Blackman	PW
22	Jo Branswell	Sec DI
23	Rana Turchi	Sec DS
24	Nate Morrison	PNJ
25	Deana Stallworth	Dept of Comm Affairs
26	Michael Watts	Risk
27	Nes Morano	P/W
28	Ken Ebbels	
29	Dwight Gail	
30	Kelli Reiser	Chamber

NAME

DEPARTMENT/AGENCY

1	David Forte	CRA
2	Keith Wilkins	C+E
3	Carolyn Barbour	CRA
4	LARRY GOODWIN	P/W
5	Paul	BCC-2
6	Jay M. [unclear]	
7	Randy Wickham	NEER
8	Eva Petersal	CRA
9	Joe Pillitary	Purchasing
10	John Dennis	MBS/Purchasing
11	Mike Weaver	PS
12	Carla Jones	Comm. Affairs
13	Gordon Pike	Community Collections
14	Wood Harris	McDonald Fleming Moorhead
15	GLENN GRIFFITH	CRA
16	Steve Littlejohn	EECE
17	DIANE SIMPSON	LEGAL
18	JAMES F. LEE	INS. ACFT
19	PAT Johnson	Solid WASTE
20	DAVID PELLUCON	Green Consulting
21	Jim WAITE	BOI
22	Ahuin A. Wingate	Citizen
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REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP OF THE
BOARD OF COUNTY COMMISSIONERS
HELD MAY 10, 2012
BOARD CHAMBERS, FIRST FLOOR, ESCAMBIA COUNTY GOVERNMENTAL COMPLEX
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:01 a.m. – 11:12 a.m.)

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

Absent: Commissioner Gene M. Valentino, Vice Chairman, District 2

AGENDA NUMBER

1. Call To Order

Chairman Robertson called the Committee of the Whole (C/W) Workshop to order at 9:01 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 May 5, 2012, in the *Board of County Commissioners – Escambia County, Florida, Meeting Schedule May 7- May 11, 2012, Legal No. 1562580.*

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

3. Fiscal Year 2012/2013 Legislative Requests

A. Board Discussion – The C/W discussed the Fiscal Year 2012/2013 Legislative Requests, and the C/W:

- (1) Was advised by County Administrator Oliver that the next Legislative Session is scheduled for March 2013; however, the County is in a unique position this year, in that Senator (*Don*) Gaetz will be President of the Senate and Senator Greg Evers will likely be in charge of the Transportation Committee;
- (2) Received an update from Richard Gentry, State Lobbyist, who advised that the highlight of the past Legislative Session was the Medicaid situation (*the passage of [House Bill] HB 5301, the Medicaid Budget Conforming Bill, which will require Counties to compensate the State for unpaid Medicaid bills, even disputed and erroneous bills*), and there is little improvement in the budgetary outlook for next year;
- (3) Heard the request from County Administrator Oliver that the Board provide feedback concerning the following recommended Local Legislative Requests for the next Session:
 - (a) Legislation to allow Counties to develop Business Improvement Districts, which would provide a mechanism to fund services above and beyond those provided in other areas of the County; e.g., lifeguards on Pensacola Beach, which are currently funded from the lease fees;
 - (b) Legislation to create a formula for ensuring that additional weight or priority be given for State funding of roadways for which Counties contribute funds;
 - (c) Legislation to provide that Municipal Services Benefit Unit (MSBU) Liens are priority Liens against real estate, which will assign MSBU Liens the same status as Tax Liens; and
 - (d) Legislation to ensure that the Three Mile (*Pensacola Bay*) Bridge, which, at the last Legislative Session, was transferred to the Turnpike Enterprise Authority, does not become a toll facility; and

(Continued on Page 3)

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

3. Continued...

A. Continued...

(4) Was advised by Commissioner Robertson that the consensus is to support the Local Legislative Requests proposed by County Administrator Oliver; and

B. Board Direction – None.

4. Escambia River Muzzle Loaders' Lease of County Property

A. Board Discussion – The C/W, based on the request from Commissioner Robertson and a consensus of the Board, was advised by County Administrator Oliver that this item will be placed as a For Discussion item on the County Administrator's Report for the May 17, 2012, Regular Board Meeting; and

B. Board Direction – None.

5. Fiscal Year 2012/2013 Budget Update

A. Board Discussion – The C/W, relative to Fiscal Year 2012/2013 Budget Update:

(1) Viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *2012 Budget Workshop*, as presented by County Administrator Oliver, with a consensus to make the following changes, in addition to those outlined on Pages 14 and 15 of the PowerPoint Presentation, which resulted in a final deficit balance of \$946,154.10, or \$1,357,890.90 less than the beginning deficit of \$6,200,000.00, but reflects no increase in the Sheriff's Budget:

(a) Reduce Santa Rosa Island Lease Rebate Program	\$ 300,000.00
(b) Reduce Community Redevelopment Area	\$ 300,000.00
(c) Move Chamber to Economic Development Fund	\$ 400,000.00
(d) Move PEDC to Economic Development Fund	\$ 150,000.00
(e) 5% Library Funding Reduction	\$ 165,000.00
(f) 5% reduction for Outside Agencies	\$ 42,890.90

(Continued on Page 4)

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

5. Continued...

A. Continued...

- (2) Heard comments from the Honorable Chris Jones, Property Appraiser, who advised that:
 - (a) The anticipated reduction in the tax base is between 2.5% and 3% and that each percentage decrease is equivalent to \$1 million in reduced revenues to the County;
 - (b) Two pending cases; i.e., Ariola (*1108 Ariola LLC, et al. vs. Chris Jones, Property Appraiser for Escambia, and Janet Holley, Tax Collector for Escambia County, Florida, Case No.: 2004 CA 002290/Consolidated Case No.: 2007 CA 002908*) and Accardo (*Leonard J. Accardo et al. v. Greg Brown, in Santa Rosa County*), might be settled by the end of this year; and
 - (c) The Property Appraiser's Budget, which has been reduced by 40% since the 2006-2007 Fiscal Year, cannot be further reduced;
- (3) Heard comments from the Honorable Janet Holley, Tax Collector, who advised that:
 - (a) The Tax Collector's Budget is approved by the Department of Revenue and funded by fees for services provided;
 - (b) The Tax Collector's Office now provides Driver License services, which is another State mandated responsibility for which the State does not provide adequate funding;
 - (c) Should the County purchase the Tax Collector's Marcus Pointe and Warrington Offices, which both landlords are willing to consider, the resulting savings would be approximately \$226,000 and \$138,000, respectively; and

(Continued on Page 5)

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

5. Continued...

A. Continued...

(3) Continued...

(d) Over the past ten years, the Tax Collector's Office has returned approximately \$6.5 million in unspent revenue and in excess of \$2 million in interest earnings to the Board; however, the amount this year will be substantially less than the \$1.1 million returned last year;

(4) Heard comments from the Honorable David Morgan, Sheriff, who advised that:

(a) The Sheriff's Office pledges its continuing support to the Board and the County Administrator to reach a suitable resolution for the Fiscal Year 2012-2013 Budget; and

(b) The Sheriff's proposed Budget indicates a \$353,000 increase; however, the Budget will absorb the \$1.2 million COPS (*Community Oriented Policing Services*) Grant, which the Board had pledged to fund when it expires this year; and

(5) Heard comments from Patricia L. Sheldon, Clerk & Comptroller's Administrator of Financial Services, who advised that:

(a) The Clerk of the Circuit and Comptroller's Office has reduced its proposed Budget by four percent, as opposed to the requested five percent, through operating efficiencies and the elimination of a vacant Internal Auditor position;

(b) Recording revenues have increased, although not to the previous level; and

(c) At a Government Finance Officers' Association Conference that she attended earlier this week, new GASB (*Government Accounting Standards Board*) laws were revealed, which will require all local governments to provide additional reporting to the State, which will impact financial statements; and

(Continued on Page 6)

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

5. Continued...

- B. Board Direction – The C/W recommends the Board approve offering the Escambia County BCC Voluntary Separation Incentive Program (*which provides enhanced leave payout of 100% of up to 500 hours of unused annual leave, 100% of up to 2,080 hours of unused sick leave/extended leave bank, MOB [Management Option Benefits], and health and dental insurance for a period of 12 months, after which participating employees will be eligible for COBRA [Consolidated Omnibus Budget Reconciliation Act of 1985] insurance.*

Recommended 4-0, with Commissioner Valentino absent

6. Adjourn

Chairman Robertson declared the C/W Workshop adjourned at 11:12 a.m.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2641

Growth Management Report 12. 1.

BCC Regular Meeting

Consent

Meeting Date: 06/07/2012

Issue: Schedule of a Public Hearing

From: T. Lloyd Kerr, AICP, Department Director

Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Scheduling of a Public Hearing

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

Thursday, June 28, 2012

5:48 p.m. - A Public Hearing - Brickton Borrow Pit Expansion, Highway 29.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2631

County Administrator's Report 12. 1.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 06/07/2012

Issue: Disposition of Property and Sale of Property

From: Michael Hardin

Organization: Escambia County Super. of Elections

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request for Disposition and Sale of Surplus Voting Equipment to Printelect 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 Printelect; and

B. Approve the sale of surplus voting equipment to Printelect.

[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 in 2005.

Printelect has offered to purchase the surplus voting equipment for a portion of the original purchase.

BUDGETARY IMPACT:

Proceeds from Sale will go into the LOST III fund Cost Center 110267, 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:

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: 5/1/2012
 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	Communication Packs	see attached list		2005	

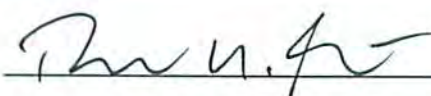
Disposal Comments: _____


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: 5/1/2012
 FROM: Escambia County Bureau Bureau Chief (Signature): 
 Bureau Chief (Print Name) David H. Stafford

RECOMMENDATION: Date: 5/21/12
 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	SerialNumber	County ID #
1	CP05002516	54395
2	CP05002517	54396
3	CP05002518	54397
4	CP05002519	54398
5	CP05002520	54399
6	CP05002521	54400
7	CP05002522	54401
9	CP05002523	54402
11	CP05002524	54403
14	CP05002525	54404
15	CP05002526	54405
16	CP05002527	54406
17	CP05002528	54407
18	CP05002529	54408
19	CP05002530	54409
21	CP05002531	54410
22	CP05002532	54411
23	CP05002533	54412
24	CP05002534	54413
25	CP05002535	54414
26	CP05002536	54415
28	CP05002537	54416
29	CP05002538	54417
30	CP05002539	54418
31	CP05002540	54419
32	CP05002541	54420
33	CP05002542	54421
34	CP05002544	54422
35	CP05002545	54423
36	CP05002546	54424
38	CP05002547	54425
39	CP05002548	54426
40	CP05002549	54427
41	CP05002550	54428
42	CP05002551	54429
43	CP05002552	54430
45	CP05002553	54431
46	CP05002554	54432
47	CP05002773	54490
48	CP05002556	54434
49	CP05002557	54435
50	CP05002558	54436
51	CP05002559	54437
54	CP05002560	54438
55	CP05002570	54439
56	CP05002571	54440
58	CP05002572	54441
60	CP05002582	54442
61	CP05002583	54443
62	CP05002584	54444
63	CP05002594	54445

64	CP05002595	54446
65	CP05002596	54447
67	CP05002606	54448
68	CP05002607	54449
69	CP05002608	54450
70	CP05002612	54451
71	CP05002613	54452
72	CP05002614	54453
73	CP05002615	54454
74	CP05002616	54455
75	CP05002617	54456
77	CP05002618	54457
80	CP05002619	54458
82	CP05002620	54459
83	CP05002785	54492
84	CP05002625	54461
86	CP05002626	54462
88	CP05002627	54463
90	CP05002628	54464
91	CP05002629	54465
92	CP05002630	54466
94	CP05002631	54467
95	CP05002632	54468
97	CP05002636	54469
98	CP05002637	54470
99	CP05002638	54471
100	CP05002639	54472
101	CP05002640	54473
102	CP05002641	54474
103	CP05002642	54475
104	CP05002643	54476
105	CP05002644	54477
106	CP05002648	54478
107	CP05002649	54479
108	CP05002650	54480
110	CP05002651	54481
111	CP05002652	54482
112	CP05002653	54483
113	CP05002654	54484
S1	CP05002656	54486
TR2	CP05002764	54487
TR3	CP05002771	54488
TR4	CP05002772	54489
S5	CP05002555	54433
TOC	CP05002624	54460
EV1	CP05002655	54485
EV2	CP05002786	54493
EV3	CP05002787	54494
EV4	CP05002783	54491



Quote Number

Q-001705

Date Quoted

5/14/2012

3731 Trent Road • New Bern, NC 28562

(252) 633-3197 x.118 • Fax (252) 633-4424 • www.printelect.com

Company Name
Escambia County Florida
Contact
Doug Browne
Phone Number
850-595-0381

Reference To
(1) Used Election Equipment
(2) _____
(3) _____
(4) _____
(5) _____

Quantity	Description	Price
253	Used PEBS @ \$7.00 each	\$1,771.00
100	Communication Pack Printers @ \$25.00 each	\$2,500.00
29	External Power Supplies @ \$5.00	\$145.00
2	PEB Readers @ \$ 50.00 each	\$100.00
100	Used Headsets @ \$ 1.00 each	\$100.00

Special Instructions

Sub Total
\$4,616.00

Tax Rate Taxes

Grand Total
\$4,616.00

Quote By:
Michael Lemons



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2619

County Administrator's Report 12. 2.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 06/07/2012

Issue: Disposition of Surplus County Property

From: John J. Lanza, MD, PhD, MPH, FAAP, CHD Director

Organization: Escambia County Health Department

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Property for the Escambia County Health Department - John J. Lanza, MD, PhD, MPH, FAAP, CHD Director

That the Board approve the Request for Disposition of Surplus Property Form for the Escambia County Health Department for property to be auctioned as surplus or properly disposed of, which is described and listed on the Disposition Form.

BACKGROUND:

The Escambia County Health Department is requesting to surplus one vehicle and make it available to the Board of County Commissioners.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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 Board and documentation execution, the Escambia County Health Department will arrange transfer of vehicle to the County.

Attachments

Disposition of Property June 2012

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

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Bureau: Escambia County Health Department COST CENTER NO: _____

Linda B. Moyer DATE: April 20, 2012
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): *Linda Moyer* Phone No: (850) 595-6551

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	203832	Ford Ranger - White	1FTYR10U12PA55309	Ford	2002	Total Loss

Disposal Comments: Total loss due to collision per Property Damage Appraisers' Total Loss Condition Report, Assignment #2040087. Florida Traffic Crash #82873834. Reporting Agency Case Number FHPA12OFF015733

INFORMATION TECHNOLOGY (IT Technician): N/A

 Print Name

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

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

TO: County Administration Date: April 20, 2012
 FROM: Escambia County Health Dept Director (Signature): *[Signature]*

Director (Print Name): John J. Lanza, Director, MD, PhD, MPH, FAAP

RECOMMENDATION: Date: 5/22/12
 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

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. dg 08-03-11



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2663

County Administrator's Report 12. 3.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 06/07/2012

Issue: Request for Disposition of Property

From: Kara Cowen

Organization: Clerk & Comptroller's Office

CAO Approval:

RECOMMENDATION:

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

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

BACKGROUND:

The copier equipment is obsolete and is to be disposed.

BUDGETARY IMPACT:

To be recycled through the Escambia County Electronic Recycling Program

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy establishes the procedures for disposing of surplus or obsolete equipment.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Request for Disposition Form

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

DATE: 5/21/2012 TO: Clerk & Comptroller's Finance Department
 FROM: CYNTHIA M RHODES COST CENTER NO: _____
 Property Custodian

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

ITEM NO.	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CON-DITION
1	44400	XEROX 3030	IHE-026936	3030	6/10/1996	OBSELETE

DISPOSAL METHOD: Junked Auction / Sold
 Donated Other: PU BY PRISONERS

Disposing Bureau: CLERK OF COURT & COMPTROLLER
 Property Custodian (Signature): *Cynthia Rhodes* Phone No 595-4137

INFORMATION TECHNOLOGY (IT Technician): _____
 Print Name

Conditions: Dispose to Charity-Unusable for BOCC
 Send for recycling-Unusable

Computer is Ready for Disposition
 Date: _____ Information Technology Technician Signature: _____

TO: Clerk & Comptroller's Finance Department
 FROM: County Administration & Management Budget Services Bureau
 Date: 5/25/12
Charles R. Oliver
 Charles R. "Randy" Oliver, County Administrator

RECOMMENDATION: _____ Date: _____
 TO: Board of County Commissioners
 FROM: Clerk & Comptroller's Finance Department By

 Patricia Sheldon, CPA, CGFO, CPFO
 Administrator for Financial Services

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-2638

County Administrator's Report 12. 4.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 06/07/2012

Issue: Request for Disposition of Property

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

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

That the Board approve the two Request for Disposition of Property Forms, indicating seven items to be properly disposed of, which are described and listed on the Request Forms, with reasons for disposition stated.

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

BACKGROUND:

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

BUDGETARY IMPACT:

Recoup of funds if/when property is sold; saving funds by re-purposing older vehicles rather than purchasing newer vehicles.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

Attachments

Request for Disposition of Property

REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

DATE: 5/15/12 TO: BOARD OF COUNTY COMMISSIONERS
 FROM: Sherry Holland *Sherry Holland* COST CENTER NO: 210402/260401
 Property Custodian (PRINT NAME)

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

ITEM NO.	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CON-DITION
1	51132	TORO MOWER	21000558	30257	2002	BAD
2	51133	TORO MOWER	21000559	30257	2002	BAD
3	51134	TORO MOWER	21000575	30257	2002	BAD
4	T50333	BLOWER HAND HELD	151494476	BG85	2001	BAD
5	T52965	POLE SAW	61264967	HT70	2005	BAD

DISPOSAL METHOD: Junked Auction / Sold
 Donated Other: SALVAGE ALL USABLE PARTS THEN JUNK

Disposing Dept. ROAD DEPARTMENT

Property Custodian (Signature): _____ Phone No: 937-2123

INFORMATION TECHNOLOGY (IT Technician): _____

Print Name

Conditions: Dispose to Charity-Unusable for BOCC
 Send for recycling-Unusable

Computer is Ready for Disposition
 Date: _____ Information Technology Technician Signature: _____

TO: County Administration Date: 5/15/2012
 FROM: Escambia County Bureau *[Signature]*
 Director or designee

RECOMMENDATION: Date: 5/21/12
 TO: Board of County Commissioners
 FROM: County Administration *Charles R. Oliver*
 Charles R. "Randy" Oliver
 County Administrator

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

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

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

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

DATE: 5/15/12 TO: BOARD OF COUNTY COMMISSIONERS

FROM: Sherry Holland COST CENTER NO: 210401/260102
 Property Custodian (PRINT NAME)

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

ITEM NO.	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CON-DITION
1	43912	PLATE TAMP	KC12191		1996	BAD
2	T50520	POLE SAW	252380551	HT70	2001	BAD

DISPOSAL METHOD: Junked Auction / Sold
 Donated Other: SALVAGE ALL USABLE PARTS THEN JUNK

Disposing Dept. ROAD DEPARTMENT

Property Custodian (Signature): _____ Phone No: 937-2123

INFORMATION TECHNOLOGY (IT Technician): _____
 Print Name

Conditions: Dispose to Charity-Unusable for BOCC
 Send for recycling-Unusable

Computer is Ready for Disposition
 Date: _____ Information Technology Technician Signature: _____

TO: County Administration Date: 5/15/2012
 FROM: Escambia County Bureau

 Director or designee

RECOMMENDATION: Date: 5/21/12
 TO: Board of County Commissioners
 FROM: County Administration
Charles R Oliver
 Charles R. "Randy" Oliver
 County Administrator

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

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

Property Tag Returned to Clerk & Comptroller's Finance Department

 Clerk & Comptroller's Finance Signature of Receipt Date



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2622

County Administrator's Report 12. 5.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 06/07/2012

Issue: Community & Environment - Request for Disposition of Property

From: Keith Wilkins, REP, Department Director

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

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

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

BACKGROUND:

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

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

Attachments

Disposition Forms

REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

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

Susan Holt DATE: 5/8/12
 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
Y	55297	Spectro Xepos XRF	120327/06	Xepos	2006	Good

Disposal Comments: Trading in non-certifiable XRF for ICP which is EPA Certifiable to Spectro Analytical Instruments
Trade In Value: \$28,471.00

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: 5/8/12
 FROM: Escambia County Bureau Bureau Chief (Signature): Keith Wilkins

Bureau Chief (Print Name): Keith Wilkins

RECOMMENDATION: Date: 5/14/12
 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 Department: Community & Environment COST CENTER NO: 221001

Susan Holt DATE: 5/8/2012
 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	48793	Cape Horn 19-Ft Boat	FAB19726G001	19CC	2000	Good
N	48795	Trailer for Cape Horn	40ZBA20291PAL8812	AL18-20X	2000	Good
N	57058	Yamaha Boat Motor	63P-X-1058319	F150TXR	2007	Good

Disposal Comments: Boat has had annual service recently. Please auction boat, motor, and trailer.

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: 5/8/12
 FROM: Escambia County Bureau Bureau Chief (Signature): Keith Wilkins

Bureau Chief (Print Name): Keith Wilkins

RECOMMENDATION: Date: 5/14/12
 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: Mosquito Control COST CENTER NO: 220701

Bob Betts DATE: 5/8/2012
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: 937-2193

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:


TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	43375	Chevrolet P/U 3/4 Ton	1GCGK24K1SZ276217	4 X 4 (2500)	1995	Fair
Y	46701	Ford Truck	1FTYR10U6WUC99948	Ranger	1998	Fair


Disposal Comments: No longer needed by department

FLEET MANAGER: John Sanders

Print Name

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

Date: 5/8/12 Fleet Manager Signature: 

TO: County Administration Date: 5/8/12
 FROM: Escambia County Bureau Dept. Director (Signature): 

Dept. Director (Print Name): Keith Wilkins

RECOMMENDATION: Date: 5/14/12
 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-2682

County Administrator's Report 12. 6.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 06/07/2012

Issue: NACo's 2012 Credential (Voting) Form

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

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning National Association of Counties 2012 Credential (Voting) Form - Charles R. "Randy" Oliver, County Administrator

That the Board take the following action concerning the National Association of Counties (NACo) 2012 Credential (Voting) Form:

- A. Designate Commissioner Wilson B. Robertson, Chairman, as Escambia County's delegate, and Commissioner Marie K. Young, as Escambia County's alternate delegate; and
- B. Authorize the Chairman to sign the NACo 2012 Credentials (Voting) Identification Form.

BACKGROUND:

The National Association of Counties 77th Annual Conference will be held July 13-17, 2012, in Allegheny County, Pennsylvania. In order for Escambia County to participate in this year's annual election of officers and policy adoption, the 2012 Credentials (Voting) Identification Form must be completed and returned to NACo by Friday, June 22, 2012.

BUDGETARY IMPACT:

Expenditures for travel expenses will be from budgeted funds within the appropriate Cost Center for the traveler.

LEGAL CONSIDERATIONS/SIGN-OFF:

Travel reimbursement is in compliance with Florida Statutes Chapter 112.061 Per Diem and Travel Expenses and the Board of County Commissioner's Policy "Out-of-County Travel, Section I, Part C.4{A}.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Policy, Section I, Part C.4{A}, requires Commission approval for travel out of the County by the Commissioners, the County Administrator, and the County Attorney.

IMPLEMENTATION/COORDINATION:

The County Administrator's Office will handle all of the details associated with the above trip.

Attachments

NACo 2012 Credential (Voting) Form



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2671

County Administrator's Report 12. 7.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 06/07/2012

Issue: Solid Waste Management - Requests for Disposition of Property

From: Patrick T. Johnson, Department Director

Organization: Solid Waste

CAO Approval:

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 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 Disposition of County Property policies of the BCC.

Attachments

SWMD Property Dispositions 06_07_2012

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: 5/7/12
 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	47977	Marathon 14-ft Conveyor	118270	3560HD	1999	Fair
N	50464	Marathon Horizontal Baler	138101	3560	2001	Fair
N	52718	Marathon 20-ft Conveyor	SB4813		2003	Fair
N	55419	Marathon Horizontal Baler	2025833	3560	2006	Fair
N	55477	PTR Compactor	88172	40YD	2006	Fair
N	57285	PTR Compactor	68233	TP-4000HD	2008	Fair

Disposal Comments: No longer needed by department

FLEET MANAGER: Dennis Rigby
 Print Name

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

Date: 5/8/2012 Fleet Manager Signature: Dennis Rigby

TO: County Administration Date: 5/8/2012
 FROM: Escambia County Bureau Dept. Director (Signature): Patrick Johnson
 Dept. Director (Print Name): Pat Johnson

RECOMMENDATION: Date: 5/14/12
 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: 230306

Susan Holt DATE: 5/7/12
 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	58114	Marathon 70-Ft Conveyor	2180344	SBM60702000S A7.5PVC	2009	Good
N	58119	Marathon Two Ram Baler	2178030	NEXGEN 2R15 N5730	2009	Good
N	58825	Marathon 70-Ft Chain Conveyor	2287643		2010	Good

Disposal Comments: No longer needed by department

FLEET MANAGER: Dennis Rigby
 Print Name

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

Date: 5/8/2012 Fleet Manager Signature: [Signature]

TO: County Administration Date: 5/8/2012
 FROM: Escambia County Bureau Dept. Director (Signature): [Signature]
 Dept. Director (Print Name): Pat Johnson

RECOMMENDATION: Date: 5/14/12
 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-2681

County Administrator's Report 12. 8.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 06/07/2012

Issue: Authorization for Out-of-County Travel - MPOAC Weekend Institute for Elected Officials

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

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Authorization for Out-of-County Travel - Charles R. "Randy" Oliver, County Administrator

That the Board authorize out-of-County travel for Commissioner Kevin W. White to attend the Florida Metropolitan Planning Organization Advisory Council (MPOAC) Weekend Institute for Elected Officials in Tampa, Florida, June 8-10, 2012.

BACKGROUND:

Commissioner White is the Current Chairman of the FL-AL Transportation Planning Organization and was nominated by the members of the TPO Board to attend this training.

BUDGETARY IMPACT:

Expenditures for travel expenses will be paid by the Metropolitan Planning Organization.

LEGAL CONSIDERATIONS/SIGN-OFF:

Travel Authorization is in compliance with the Board of County Commissioner's Policy "Out-of-County Travel, Section I, Part C.4{A}.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Policy, Section I, Part C.4{A}. requires Commission approval for travel out of the County by the Commissioners, the County Administrator, and the County Attorney.

IMPLEMENTATION/COORDINATION:

The County Administrator's Office worked with Mary Beth Washnock, MPO, to prepare this recommendation and confirm the travel arrangements.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2468

County Administrator's Report 12. 9.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 06/07/2012

Issue: Scheduling a Public Hearing to consider an Economic Development Ad Valorem Tax Exemption (EDATE) for Ascend Performance Material, LLC

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

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Request for a Public Hearing to Consider an Ordinance Establishing an Economic Development Ad Valorem Tax Exemption (EDATE) for Ascend Performance Materials, LLC - Charles R. "Randy" Oliver, County Administrator

That the Board authorize the scheduling of a Public Hearing for Thursday, June 28, 2012, at 5:32 p.m., for consideration of adopting an Ordinance establishing an Economic Development Ad Valorem Tax Exemption (EDATE) for Ascend Performance Materials, LLC, for 62% of their business expansion for up to 10 years.

BACKGROUND:

October 21, 2010 the Board adopted a Resolution (R2010-199) establishing the Board's intent to adopt an Ordinance for an Economic Development Ad Valorem Tax Exemption (EDATE) for Ascend Performance Material, LLC for up to 10 years for a business expansion.

The business expansion will include an investment over \$50,000,000 to expand and equip the existing production facility. The business expansion will increase the company's local production by more than 10%.

BUDGETARY IMPACT:

The Property Appraiser's Office estimates loss of revenue for the current Fiscal Year for this specific EDATE to be \$356,305.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Ordinance was approved by the County Attorney's Office as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

A copy of the Ordinance will be filed with the Escambia County Property Appraiser's Office. The original will be filed with the Department of State.

Attachments

Ascend Perf. Material Backup

ECONOMIC DEVELOPMENT AD VALOREM PROPERTY TAX EXEMPTION
Chapter 196.1995, Florida Statutes

DR-418
R. 12/99

To be filed with the Board of County Commissioners, the governing boards of the municipality, or both,
no later than March 1 of the year the exemption is desired to take effect.

1 Business name	Ascend Performance Materials, LLC	Mailing address	PO Box 97
2 Please give name and telephone number of owner or person in charge of this business.	Gonzalez, FL 32560-0097		
Name	Ozong E Etta, Controller	Telephone number	713-315-5700
3 Exact Location (Legal Description and Street Address) of Property for which this return is filed	3000 Old Chemstrand Road, Cantonment, FL 32533-8900		4 Date you began, or will begin, business at this facility
5 Description of the improvements to real property for which this exemption is requested			Date of commencement of construction of improvements
See Attached			06/09/2012

6 Description of the tangible personal property for which this exemption is requested and date when property was, or is to be purchased						APPRaiser's USE ONLY	
Class or Item	Age	Date of Purchase	Taxpayer's Estimate of		Cond*	Fair Market Rent	Cond*
			Original Cost				
			\$			\$	
			\$			\$	
See Attached			\$			\$	
			\$			\$	
			\$			\$	
			\$			\$	
			\$			\$	
			\$			\$	

Average value of inventory on hand: \$0 *Condition: good, avg (average), or poor

Any additional personal property not listed above for which an exemption is claimed must be returned on form DR-405 (Tangible Personal Property Tax Return) and a copy attached to this form.

7 Do you desire exemption as a <input type="checkbox"/> new business or <input checked="" type="checkbox"/> expansion of an existing business	9 Trade levels (check as many as apply)
8 Describe type or nature of your business Manufacture of Nylon Products	<input type="checkbox"/> Retail <input checked="" type="checkbox"/> Wholesale <input checked="" type="checkbox"/> Manufacturing <input type="checkbox"/> Professional <input type="checkbox"/> Service <input type="checkbox"/> Office <input type="checkbox"/> Other, specify:

10 Number of full-time employees to be employed in Florida
If an expansion of an existing business: Net increase in employment From 698 to 814 14.6 % Increase in productive output resulting from this expansion in klbs 19 %

11 Sales factor for the facility requesting exemption:
Total sales in Florida from this facility-one (1) location only 25,904,336 divided by Total sales everywhere from this facility-one (1) location only 1,012,728,616 = 2.5 %

12 For office space owned and used by a corporation newly domiciled in Florida	Date of incorporation in Florida	Number of full-time employees at this location
		803

I hereby request the adoption of an ordinance granting an exemption from ad valorem taxation on the above property pursuant to Section 196.1995, Florida Statutes. I agree to furnish such other reasonable information as the Board of County Commissioners, the governing authority of the municipality, or the Property Appraiser may request in regard to the exemption requested herein. I hereby certify that the information and valuation stated above by me is true, correct, and complete to the best of my knowledge and belief. (If prepared by someone other than the taxpayer, his declaration is based on all information of which he has any knowledge.)

Date	4/23/12	Signature, preparer
Signature, taxpayer	<i>Chris Fredrick</i>	Preparer's address
Title Plant Controller		Preparer's telephone number

Property Appraiser's Use Only		
I	Total revenue available to the county or municipality for the current fiscal year from ad valorem tax sources	\$ 95,948,415
II	Revenue lost to the county or municipality for the current fiscal year by virtue of exemptions previously granted under this section	\$ 1,788,018
III	Estimate of the revenue which would be lost to the county or municipality during the current fiscal year if the exemption applied for were granted and the property for which the exemption is requested would otherwise have been subject to taxation	\$ 356,305
IV	Estimate of the taxable value lost to the county or municipality if the exemption applied for was granted	
	Improvements to real property \$ Personal property \$	51,079,501
V	I have determined that the property listed above meets the definition, as defined by Section 196.012(15) or (16), Florida Statutes, as a	
	<input type="checkbox"/> new business <input checked="" type="checkbox"/> expansion of an existing business <input type="checkbox"/> neither	
VI	Last year for which exemption may be applied	2012

Application to be filed not later than March 1 5-3-2012 *Jenny Smith for Chris Jones*
Date Signature, Property Appraiser

Project description	Asset description	CAP Invest 2012 as of 3/31/12 (\$)	Total Expected CAP Invest 2012 (\$)	Total Expected CAP Invest 2013 (\$)	Total project CAP Investment 2012 - 2013 (\$)	Estimated Production or In-Service Date
PN20305 Capital - 601 Parking Lot Lights	Tall lights	1,500	65,000	0	65,000	6/30/2012
PN20285 Capital - Truss Screws	Process Equipment (screws), motors, VFD's	112,600	369,400	201	369,601	6/30/2012
PN20287 Capital - Feed Pump & Tails	pumps, motors	311,000	571,000	0	571,000	6/30/2012
PN20267 Capital - Well Header Reliability	Piping, valves	22,100	68,100	0	68,100	6/30/2012
PN20278 Capital - Area I VOC Offset	Compressors, piping	451,000	971,000	0	971,000	7/31/2012
PN20301 Capital - Adipic Tankage 1080	Tank, pumps, piping	962,000	2,532,000	0	2,532,000	7/31/2012
PN20310 Capital - Electrical Infrastructure Phase I	Switch gear, Motor Control Centers (MCC), MCC buildings	504,000	2,954,000	0	2,954,000	8/31/2012
PN20289 Capital - Bins Bottom Replacement	Vessels, piping	149,000	650,000	0	650,000	8/31/2012
PN20318 Capital - Crude Pumps Phase II	Pumps, motors	132,000	362,000	0	362,000	8/31/2012
PN20302 Capital - KA Oxidation Interlock	Instruments, piping, control systems	298,000	1,341,000	0	1,341,000	9/30/2012
PN20327 Capital - 22/23 Hygiene Improvement	Packaging equipment, piping, instruments	0	250,000	0	250,000	9/30/2012
PN20314 Capital - In-line Compounding	Extruder, pelletizer, loss in weight feeders, packaging	0	4,300,000	1,100,000	5,400,000	4/30/2013
PN20259 Capital - High Voltage Upgrade	HV Switchgear	13,800	13,800	450,000	463,800	5/31/2013
PN20290 Capital - CP24 Truss Screw	Process equipment (screws)	0	0	235,000	235,000	7/31/2013
PN20311 Capital - PRK Sustainability	pumps, piping, process equipment	0	0	210,000	210,000	7/31/2013
PN20319 Capital - Hydrogen Plant	Switch gear, foundations, piping, electrical	0	4,100,000	795,000	4,895,000	7/31/2013
PN20290 Capital - Truss Screw CP24	Process Equipment (screw)	0	0	230,000	230,000	9/30/2013
PN20317 Capital - HMD Refine Expansion	Refining vessels, piping, instruments	0	250,000	12,500,000	12,750,000	9/30/2013
PN20316 Capital - LPD Dechoke	piping, valves, instruments	0	100,000	3,400,000	3,500,000	9/30/2013
PN20272 Capital - SNCR Phase I	Selective Non-catalysis Reduction Equipment, pumps, instruments	0	0	4,200,000	4,200,000	11/30/2013
PN20313 Capital - #9 Vaporizer	Vaporizer unit (similar to a boiler)	0	0	6,400,000	6,400,000	11/30/2013
PN30315 Capital - 57-62% Nylon Salt	Piping, instruments, controls	0	0	800,000	800,000	11/30/2013
PN20286 Capital - Lockers	Lockers	30,000	128,000	84,000	212,000	12/31/2013
PN20323 Capital - Nitric Inlet Air Filtration	Air Filter, ducting	0	0	450,000	450,000	6/30/2013
PNxxxx Capital - Site Level Projects	Group of small projects all less than \$150k total cost	72,000	600,000	600,000	1,200,000	12/15/2012 - \$600K 12/15/2013 - \$600K
TOTAL IN CIP		3,059,000.00	19,625,300.00	31,454,201.00	51,079,501.00	

**ASCEND PERFORMANCE MATERIALS
PENSACOLA PLANT**

ECONOMIC DEVELOPMENT AD VALROEM PROPERTY TAX EXEMPTION APPLICATION

ITEM #5: DESCRIPTION OF THE IMPROVEMENTS FOR WHICH THIS EXEMPTION IS REQUESTED

Nylon Pellets Making Projects: Modification of existing idle continuous polymerization lines, buying new manufacturing equipment for pelletizing and conveying products from the lines to existing and new product storage and distribution area and installing this equipment and materials.

Infrastructural Projects for Making Pellets: Buying and installing new manufacturing equipment for expanding the manufacturing areas that make the raw materials and utilities for making the Nylon Pellets.



Chris Jones, CFA
Escambia County Property Appraiser
221 Palafox Place, Suite 300 • Pensacola, FL 32502
Phone 850 434-2735 • Fax 850 435-9526



May 7, 2012

Mrs. Tonya Gant
Economic Development Coordinator
County Administration
Escambia County
221 Palafox Place, Suite 420
Pensacola FL 32502

RE: Economic Development Ad Valorem Tax Exemption
Ascend Performance Materials, LLC

Dear Mrs. Gant:

This is the Escambia County Property Appraiser's response to Larry Newsome's request to review the above referenced EDATE.

Resolution R2010-199 by the Board of County Commissioners of Escambia County, Florida expressed its support of Economic Development Prospect "Project Everest" as a qualified Economic Development Ad Valorem Tax Exemption (EDATE) applicant subject to the requirements of 196.1995, Florida Statutes. The prospective business expansion identified as "Project Everest" will provide 102 additional full time jobs and a capital investment of \$56,100,000.00. Ascend started the expansion on 10/4/2010, at which time they added 72 additional employees and \$20,861,829 of capital improvements were placed into production before the ordinance was granted as of 4/30/2012.

The DR-418 application received on April 27, 2012 for 2013 states Ascend will add 11 new employees with a capital investment of \$51,079,501 over the next two years. The original capital investment was \$56,100,000 with \$20,861,829 already in production before the ordinance was adopted leaves an expansion capital investment of \$35,238,171.

The Pensacola Chamber of Commerce and Ascend state they will add an additional capital outlay of \$15,841,330 to the \$35,238,171 for a total of \$51,079,501. The attachment to the application for the capital investment listed a generalized summary of the capital outlay. Per Kathleen Young at Ascend, that is the lowest level of detail that they have for this EDATE application. Until they purchase the equipment, they don't input any deeper level of specificity.

In closing, I ask that you attach the said detailed capital outlay list upon the submittal of the renewal application for 2013.

Sincerely,

Chris Jones, CFA
ESCAMBIA COUNTY PROPERTY APPRAISER

By:

Handwritten signature of Susan P. Smith in cursive.

Susan P. Smith, CFE
Director, Administrative Services

/bs

ORDINANCE NUMBER 2012-_____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA ENCOURAGING ECONOMIC DEVELOPMENT IN THE COUNTY; ESTABLISHING AN EXEMPTION FROM CERTAIN ESCAMBIA COUNTY AD VALOREM TAXATION FOR ASCEND PERFORMANCE MATERIALS, LLC, AN EXPANDING BUSINESS, PURSUANT TO SECTION 196.1995, FLORIDA STATUTES; PROVIDING FOR SHORT TITLE; PROVIDING FOR THE GRANTING OF AND LEGISLATIVE INTENT FOR AN EXEMPTION AS THE EXPANSION OF AN EXISTING BUSINESS PURSUANT TO SECTION 196.1995(8), FLORIDA STATUTES; PROVIDING FOR CERTAIN COUNTY AD VALOREM TAX INFORMATION RELATING TO THE GRANTING OF SUCH EXEMPTION; PROVIDING AN EXPIRATION DATE OF TEN YEARS FOR SUCH EXEMPTION; PROVIDING A FINDING OF FACT THAT ASCEND PERFORMANCE MATERIALS, LLC, MEETS THE DEFINITION IN SECTION 196.012(16), FLORIDA STATUTES, OF THE EXPANSION OF AN EXISTING BUSINESS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 196.1995, Florida Statutes, as amended, and Chapter 90, Article IV, Division 2, Sections 90-146 through 90-153 of the Escambia County Code of Ordinances authorizes Escambia County to grant certain economic development ad valorem tax exemptions (EDATES) for an expanding business established in the County meeting certain statutory requirements; and

WHEREAS, Ascend Performance Materials, LLC, is such a business, which has made application to the County for an economic development ad valorem tax exemption for the assessed value of certain improvements to real property and of tangible personal property of Ascend Performance Materials, LLC, located at 3000 Old Chemstrand Road, Cantonment Road, Pensacola, Florida; and

WHEREAS, the Board of County Commissioners finds that the granting of this economic development ad valorem tax exemption to Ascend Performance Materials, LLC, is in the best interests of the health, safety, and welfare of the citizens of Escambia County.

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

Section 1. Short Title.

This ordinance shall be known as County Ordinance 2012-_____ "Economic Development Ad Valorem Tax Exemption, Ascend Performance Materials, LLC."

Section 2. Grant and Legislative Intent.

After consideration of the report of the Escambia County Property Appraiser and the request of Ascend Performance Materials, LLC, filed with the Board of County Commissioners on April 27, 2012 and in accordance with the procedures set forth in Chapter 90, Article IV, Division 2, Sections 90-146 through 90-153 of the Escambia County Code of Ordinances, "Economic Development Ad Valorem Tax Exemption Regulations of Escambia County, Florida" (Ordinance No. 92-43), the Board of County Commissioners hereby grants and establishes for a

1 period of ten (10) years, effective for calendar year 2013, an exemption from County ad valorem
2 taxation as provided for in Section 196.1995(7), Florida Statutes, as amended, of sixty two
3 percent (62%) of the assessed value of certain improvements to real property and to the
4 tangible personal property of Ascend Performance Materials, LLC, more particularly described
5 in "Exhibit A" attached hereto and incorporated by reference.
6

7 It is the intent of this ordinance that this exemption shall be given for express purpose of
8 facilitating the expansion of the existing business, as defined in Section 196.012(16), Florida
9 Statutes. It is the further intent of this ordinance that the exemption hereby granted to Ascend
10 Performance Materials, LLC, shall be solely on the account of and for the use and benefit of
11 said business.
12

13 **Section 3. Ad Valorem Tax Revenues.**
14

15 Pursuant to Section 196.1995(9), Florida Statutes, as amended, the following has been
16 determined by the Property Appraiser:
17

- 18 a. Total Revenue available to the County for the current fiscal year from ad valorem
19 tax sources is \$95,948,415.
- 20
- 21 b. Revenue lost to the County for the current fiscal year by virtue of exemptions
22 previously granted under this section is \$1,788,018.
- 23
- 24 c. Estimate of revenue, which would be lost to the County during the current fiscal
25 year, if the exemption applied for were granted had the property for which the
26 exemption is requested otherwise been subject to taxation is \$356,305.
- 27
- 28 d. Estimate of the taxable value lost to the County if the exemption applied for were
29 granted:
30
 - 31 (1) Improvements to real property \$0
 - 32 (2) Tangible personal property \$51,079,501
 - 33

34 **Section 4. Expiration Date.**
35

36 The Economic Development Ad Valorem Tax Exemption granted to Ascend
37 Performance Materials, LLC, an expanding business, shall be for a period of ten (10) years and
38 shall expire on December 31, 2022 at 12:01 a.m.
39

40 **Section 5. Finding of Fact.**
41

42 The Board of County Commissioners of Escambia County, Florida finds that Ascend
43 Performance Materials, LLC, is an expansion of an existing business as defined by Section 90-
44 148, Escambia County Code of Ordinances and Section 196.012(16), Florida Statutes, as
45 amended.
46

47 **Section 6. Rating.**
48

49 The Board of County Commissioners of Escambia County, Florida finds that Ascend
50 Performance Materials, LLC, qualifies for a 62% County ad valorem tax exemption for ten (10)
51 years based upon receiving eight (8) out of thirteen (13) points under the criteria found in

1 Section 90-147, Escambia County Code of Ordinances. Ascend Performance Materials, LLC,
2 accumulated five (5) points under the Capital Investment category, zero (0) points under the
3 Number of Employees category, and three (3) points under the Wage Rate category for a total
4 of eight (8) points. As a result, pursuant to Section 90-147(4), Escambia County Code of
5 Ordinances, Ascend Performance Materials, LLC, shall receive a 62% ad valorem tax
6 exemption for a period of ten (10) years.

7
8 **Section 7. Severability.**
9

10 In any section, subsection, paragraph, sentence, clause, phrase, or portion of this
11 Ordinance is for any reason found void, invalid, unlawful, or unconstitutional by any court of
12 competent jurisdiction, such portion shall be deemed a separate, distinct, independent, and
13 severable provision and such holding shall not affect the validity of the remaining portions of this
14 Ordinance.

15
16 **Section 8. Inclusion in the Code.**
17

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

23
24 **Section 9. Effective Date.**
25

26 This ordinance shall become effective upon filing with the Department of State.
27

28 **DONE AND ENACTED this _____ day of _____, 2012.**
29

30
31 **BOARD OF COUNTY COMMISSIONERS**
32 **ESCAMBIA COUNTY, FLORIDA**
33

34
35
36 **ATTEST: ERNIE LEE MAGAHA**
37 **Clerk of the Circuit Court**
38

39
40
41 _____
42 **Wilson B. Robertson, Chairman**

43
44 _____
45 **Deputy Clerk**

46
47 **(Seal)**

48 **Enacted: _____**
49 **Filed with Department of State: _____**
Effective: _____

Escambia County Property Appraiser
301N301000000000 - Full Legal Description

ALL SECTION LYING S OF FOLLOWING DESCRIBED LINE BEG AT
NW COR OF LT 106 DEXLAND S/D PLAT DB 62 P 398 NWLY ALG
WLY LI OF GRANT 500 FT FOR POB OF SAID NORTHERN LINE
NELY AT RT ANG TO ESCAMBIA RIVER LESS THAT PART OF
GRANT LYING BETWEEN ESCAMBIA RIVER AND GOVERNORS
BAYOU AND S OF AN EXTENSION OF NORTH LI OF SEC 18 LESS
BLKS 76 77 86 87 96 97 106 107 ALSO ALL STREETS LYING WITHIN
VACATED PLAT OF DEXLAND S/D MB 13 P 137 OR 6469 P 459
CONSERVATION EASEMENT OR 6375 P 726 LESS OR 3486 P 686
HUNTSMAN SPECIALTY CHEMICALS CORP LESS OR 3681 P 63
CEREX ADVANCED FABRICS LESS OR 6191 P 155 EMERALD
COAST UTILITIES AUTHORITY LESS OR 6433 P 1616 BRAUN

10/21/2010 CATI-6

RESOLUTION NUMBER R2010- 199

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA EXPRESSING ITS SUPPORT OF ECONOMIC DEVELOPMENT PROSPECT "PROJECT EVEREST" AS A QUALIFIED ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION (EDATE) APPLICANT SUBJECT TO THE REQUIREMENTS OF §196.1995, FLORIDA STATUTES; PROVIDING THAT UPON APPROVAL OF ITS APPLICATION, THE BOARD OF COUNTY COMMISSIONERS SHALL GRANT AN EDATE FOR THE EXPANSION OF AN EXISTING BUSINESS; RECOMMENDING "PROJECT EVEREST" BE APPROVED AS A QUALIFIED TARGET INDUSTRY BUSINESS PURSUANT TO §288.106, FLORIDA STATUTES; PROVIDING FOR LOCAL FINANCIAL SUPPORT IN THE FORM OF AN EDATE FOR THE QUALIFIED TARGET INDUSTRY TAX REFUND PROGRAM; REPEALING RESOLUTION R2010-175; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the prospective business under consideration for a Economic Development Ad Valorem Property Tax Exemption (EDATE) by the Board of County Commissioners is an expanding business that is considering Escambia County as the location for a major capital investment; and

WHEREAS, this prospective business expansion, currently identified as "Project Everest", will provide 102 additional full time jobs with an average annual salary of \$55,000.00 per year, which represents 150% of the Pensacola MSA (Escambia and Santa Rosa Counties) average annual private sector wage as reported by the Florida Agency for Workforce Innovation (AWI) effective January 1, 2010; and

WHEREAS, this prospective business expansion, "Project Everest", will include an investment of approximately \$56,100,000.00 to expand and equip the existing production facility; and

WHEREAS, this prospective business expansion will increase the company's local production by more than 10%; and

WHEREAS, this prospective business expansion, "Project Everest" has announced its determination to apply for an Economic Development Ad Valorem Property Tax Exemption (EDATE) from the Board of County Commissioners; and

WHEREAS, the Escambia County Board of County Commissioners hereby acknowledges that local financial support of 20% of the total tax refund is

Date: 10/22/2010 Verified By: *Stevens*

required under the provisions of §288.106, Florida Statutes, governing the State's Qualified Target Industry Tax Refund Program; and

WHEREAS, the Board of County Commissioners recommends Project Everest be approved as a Qualified Target Industry Business pursuant to §288.106, Florida Statutes.

WHEREAS, by Board action on September 16, 2010, the Board of County Commissioners previously adopted Resolution R2010-175 establishing the Board's intent to adopt an Ordinance for an Economic Development Ad Valorem Tax Exemption (EDATE) for Project Everest for up to 10 years, and the Board has determined it is in the best interest of the public health, safety, and welfare to repeal Resolution R2010-175 and adopt this Resolution as it pertains to Project Everest.

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

Section 1. That the above recitals are true and correct and incorporated herein by reference.

Section 2. That the Board of County Commissioners hereby supports and commends Project Everest's efforts as a qualified expanding business EDATE applicant under §196.1995, Florida Statutes.

Section 3. That upon approval of its application, the Board of County Commissioners shall grant an EDATE to this prospective business expansion, currently identified as "Project Everest".

Section 4. That the Board of County Commissioners recommends Project Everest be approved as a Qualified Target Industry Business pursuant to §288.106, Florida Statutes.

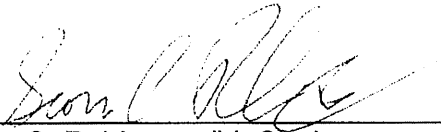
Section 5. That local financial support in the amount of \$ 81,600.00, which equals 20% of the total tax refund granted to the Qualified Target Industry Business for the Qualified Target Industry Tax Refund Program, will be provided through an EDATE.

Section 6. That Resolution R2010-175 is hereby repealed in its entirety.

Section 7. That this Resolution shall take effect immediately upon its adoption by the Board of County Commissioners.

ADOPTED this 21st day of October, 2010.

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



Grover C. Robinson, IV, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court



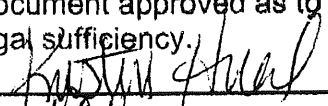
Doris Harris
Deputy Clerk

Date Executed

10-21-2010



This document approved as to form and legal sufficiency.

By: _____

Title: HCH_____

Date: 10/18/10_____



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2609

County Administrator's Report 12. 10.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 06/07/2012

Issue: District 1 Appointment to the Escambia County Animal Services Advisory Committee

From: Marilyn D. Wesley, Department Director

Organization: Community Affairs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the District 1 Appointment to the Escambia County Animal Services Advisory Committee - Marilyn D. Wesley, Community Affairs Department Director

That the Board confirm the appointment of Colleen Bridgman as the District 1 representative to the Escambia County Animal Services Advisory Committee, with the term of appointment to begin June 7, 2012, and to run concurrent with the term of Commissioner Wilson B. Robertson or at his discretion.

BACKGROUND:

The Board adopted the Resolution establishing the Animal Services Advisory Committee at its July 23, 2009 BCC Meeting. The Resolution confirms the appointments of each commission district. Ralph M. Abagis resigned from the Animal Services Advisory Committee in May 2012. Colleen Bridgman has expressed a willingness to serve on the committee.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires that all established committee appointments have Board approval.

IMPLEMENTATION/COORDINATION:

Upon approval by the Board, this appointment shall become effective.

Attachments

Letter of Interest and Resume for Colleen Bridgman

Dean Kirschner

From: Colleen Bridgman [colleen@petedibles4life.com]
Sent: Tuesday, March 20, 2012 2:43 PM
To: Dean Kirschner; CAB@EOB.name
Subject: ASAC Position
Attachments: Resume.doc; colleen.vcf

Mr. Kirschner,

I enjoyed speaking with you this morning and it would be an honor for me to be able to serve on the Animal Services Advisory Committee. Since moving to Escambia County I have purchased three properties and done extensive remodel and updating on each; so you can see I have an invested interest in bettering the 'whole' community.

While renovating a property off of Olive Rd, I had started a Neighborhood Watch (with David Craig) in that area and seen first hand how the citizens of the community can work along with local government to accomplish many great things. I would like to stay actively involved with the county of Escambia; to help make positive changes for all residents and I feel that the ASAC is a good fit for me.

Enjoy the day!!

Colleen A. Bridgman
CAB@EOB.name
512.698.6075

→ District 1 Resident

Colleen A. Bridgman

3070 Lenora Place
Pensacola, FL 32526

CAB@EOB.name
512.698.6075

Experience

- Consultant- Northside Independent School District** 10/2008-07/2010
Teach evening classes for the Adult & Community Education Program.
- Owner Operator- PetEdibles/Austin, Texas** 06/2004-07/2010
Developing healthy, wholesome human-grade pet foods and teaching people how to prepare their own nutritious pet foods.
- Cake Decorator – Ann’s Kitchen Cakes / Austin, Texas** 11/2002 – 01/2005
Decorate cakes and cookies per customers’ requests.
- Owner Operator - Swift Soup & Sandwich / Sarasota, Florida** 05/1998 – 10/2002
Responsibilities included ordering, receiving, purchasing, budget, food preparation, managing employees and book keeping.
- Private Chef – Private Homes / Sarasota and Orlando, Florida** 09/1989 – 05/1998
Responsibilities included purchasing and preparing meals on an individual basis by assessing dietary preferences and determined nutritional needs. Additionally, I used raw whole foods to create convenient meals to have on hand that satisfied the families’ needs and dietary requirements while providing enjoyable dining experience.
- Grill Chef - Bay Hill Country Club / Orlando, Florida** 09/1988 – 09/1989
Create daily specials, prepared menu items and reduced food costs to be within budget.

Education

- Johnson & Wales College / Providence, RI- AOS Degree in Culinary Arts** 05/1987
Notre Dame High School / Batavia, New York 06/1984

Certifications

Certification in Sanitation
Advanced Scuba Diver

References available upon request



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2659

County Administrator's Report 12. 11.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 06/07/2012

Issue: Appointment to Workforce Escarosa, Inc. Board of Directors

From: Marilyn D. Wesley, Department Director

Organization: Community Affairs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Appointment to the Workforce Escarosa, Inc., Board of Directors - Marilyn D. Wesley, Community Affairs Department Director

That the Board confirm the appointment of Randy M. Ramos, President and CEO, Global Business Solutions, Inc., to the Workforce Escarosa, Inc., Board of Directors as a private for-profit education/training sector representative for a three-year term, with the term of appointment to be effective June 7, 2012, through June 6, 2015.

BACKGROUND:

The Board of Directors for Workforce Escarosa, Inc. serves as the local governing board for workforce development and job training activities as approved by Workforce Florida, Inc. and the Agency for Workforce Innovation (AWI). Federal and state legislation that govern the board activities require specific membership from various community sectors where the governing boards are located. This board serves the demographic area of Region One, comprised of Escambia and Santa Rosa counties. All appointments must conform to the requirements of the law, and have final approval from the local governing entity of each county – which, for Escambia County, is the Board of County Commissioners.

The Governor recently signed into legislation the Regional Workforce Board Accountability Act, a law which becomes effective July 1, 2012. Based on this Act, additional representatives are required to serve on the Workforce Escarosa Board. Mr. Ramos' appointment will fill one of the additional slots now required.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Appointments to this Board of Directors are made in accordance with state and federal legislation.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

All Escambia County appointments to this Board of Directors must have approval from the Escambia County Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

Upon approval by the Board, this appointment shall become effective for the expressed dates. The Department of Community Affairs has coordinated with Workforce Escarosa, Inc. on this appointment.

Attachments

Letter and resume for Randy Ramos Appointment

Jay Overman
Chairperson
Susan Nelms
Executive Director

workforceescarosa



Connecting businesses and resources.

May 18, 2012

Randy Oliver
County Administrator
Escambia Board of County Commissioners
21 Palafox Place, Suite 420
Pensacola, FL 32502

Dear Mr. Oliver

In the 2012 State legislative session, the Regional Workforce Board Accountability Act was passed. The legislation was signed into law by Governor Scott on March 28, 2012. The law will become effective July 1, 2012.

Under the new RWB Accountability Act, Section 445.007(1), states "... If a public education or training provider is represented on the board, a representative of a private non-profit provider and a representative of a private for-profit provider must also be appointed to the board ..." As public education is a required member under federal law (e.g., Workforce Investment Act), the above two private providers will be required.

Workforce Escarosa has identified Randy Ramos with Global Business Solutions who has agreed to serve, if appointed, for the for-profit training slot. Global Business Solutions is licensed by the Florida Commission on Independent Education to provide IT training certifications. Escarosa has been unable to identify a non-profit training vendor in our two-county area who would be willing to serve on the Board.

Please let me know if you have questions or need additional information. As always, thank you for your assistance.

Sincerely,

Susan Nelms
Executive Director

SN/js

Attachment

Regional Workforce Board
9111 Sturdevant Street
Pensacola, FL 32514
Phone: (850) 473-0939
Fax: (850) 473-0935

Pensacola Center
3670-A North "L" Street
Pensacola, FL 32505-5217
Phone: (850) 607-8700
Fax: (850) 607-8849

Milton Center
5725 Highway 90
Milton, FL 32583
Phone: (850) 983-5325
Fax: (850) 983-5330

Century Center
8120 N. Century Blvd.
Century, FL 32535
Phone: (850) 256-6259
Fax: (850) 256-6266

www.workforceescarosa.com

Randy M. Ramos
2400 West Michigan Ave., Suite #4
Pensacola, FL 32526
Phone: 850-944-7579
E-mail: rramos@gb-solutions.com



SUMMARY

Accomplished Executive with Department of Defense, commercial and academic experience in program management, business process reengineering, training development. Results oriented, decisive leader with 25 years of proven success in providing information technology solutions.

TECHNICAL SKILLS

Manpower Personnel Training and Education (MPTE)
Workforce Development and Human Performance
Program Management
Technology Solutions and Innovation
Organizational Alignment and Integration
Business and Budget Development
Contract Administration
Quality and Configuration Management
Financial Management
Database Design, Analysis, Development and Administration
Integrated Architecture Framework (IAF)
Cyber Security

CLEARANCE

Secret

PROFESSIONAL EXPERIENCE

Global Business Solutions, Inc., President and CEO, Sep 1995 – present

Provide executive leadership for \$10 million Information Technology and Technical Training Services Company with two offices serving Department of Defense (DoD), commercial and academic customers.

Direct and manage daily operations for US Army, US Navy, SPAWAR and The Boeing Company contracts earning \$10M annually in revenue. Make decisions on priorities, sequencing, resourcing, and provide strategic direction to Project Managers and Site Managers providing, curriculum/courseware development, training, facilities management, MPTE and information technology/information management products and services to the Government. Lead operations and strategic direction with full responsibility for bottom-line factors, including long-range planning and business development.

Independent Consultant, Mar 1994 – Sep 1995

Provide Oracle database administration training and education services to government and commercial

As an independent consultant, developed Oracle Training courseware products and provided independent training and consulting services. As a sub-contractor to Oracle Corporation developed curriculum for in classroom instruction and developed Interactive Distance Learning (IDL) courseware for the Oracle Channel satellite broadcast. Courseware components included: Real-time interactive satellite broadcast dialogue, full motion video graphics, animated presentations, instructor and participant guides. Served as principle instructor in the delivery of training

US NAVY, NETPDTC, Computer Specialist, Feb 1987 – Mar 1994

Provide Oracle Database Administration and program support for over 250 Government licenses. Technical lead for Navy benchmark development of DoD \$2.4B acquisition for the Super-mini Computer procurement. Provided technical support for MPTE move toward accountability and consolidation of Automated Information

Responsible for access control, database and application performance tuning, backup/restore and recovery, technical support and other related database administrator duties for Navy database management systems including NITRAS, STASS, CeTARS, NCMIS, NTQMS, NEAS, EDS, CPATS, NROTC, STMPs, SURTMPS, and NTMPS.

Modeled various data management and system integration components utilizing entity relationship modeling and functional diagramming techniques, incorporating standards from ANSI, NIST, FIPS, IEEE, NETC and MPTE. Provided high-level business process mapping, system and functional requirements and requirements gathering

Designed databases, including development of physical and logical data structures in networked environments with differing protocols. Developed utilities for monitoring distributed database resources.

Attachment 1

**WORKFORCE ESCAROSA, INC.
BOARD MEMBERSHIP PROFILE - PRIVATE SECTOR**

TYPE OF BUSINESS (Check all that apply): Small Business (less than 500 employees)

Minority Owned

Name: Randy M. Ramos
 Business Name: Global Business Solutions, Inc.
 Address: 2400 W. Michigan Ave, Ste. 4
Pensacola, FL 32526

Title: Owner, President, CEO
 Phone No.: 850-944-7579
 FAX No.: 850-944-3232
 E-Mail Address: rramos@gbsi.com
 Cell Phone No.: 850-206-7539

Home Address: 2676 Tinoso Lane
Pensacola, FL 32526

MEMBERSHIP DEMOGRAPHICS (for reporting purposes)

GENDER: <input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	RACE: <input type="checkbox"/> Black <input type="checkbox"/> Asian <input checked="" type="checkbox"/> Hispanic <input type="checkbox"/> White <input type="checkbox"/> Ameri. Indian <input type="checkbox"/> Other	VETERAN: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	AGE: <input checked="" type="checkbox"/> < 55 <input type="checkbox"/> 55 OR >	DISABLED: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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Community Organization Memberships

Greater Pensacola Chamber
South Gulf Manor Home Owners Association
Armed Forces Communications & Electronics Association (AFCEA)
Tech-Led Economic Development Council

Board Memberships

CEO Round Table - GrowFL
IT Advisory Council
PSC Information Assurance & Advisory Board

Briefly state why you would like to become involved in the Workforce Escarosa, Inc. Board.

It is in GBSI's interest to help generate a skilled workforce for future job opportunities and economic development. As an innovative IT services company and Federal Government contractor, we understand the need for a skilled workforce to support our customer's present and future needs. The growth markets for us are Cyber Security, Virtual Training, Cloud Computing and Handheld Device Services. Through necessity, we have developed training and learning solutions to generate workforce skills in these areas. GBSI can contribute local growth industry knowledge. GBSI may be the conduit between government, academic and workforce development needed to spearhead job growth and employment.

Does your company currently provide any service or products to Workforce Escarosa, Inc.?

Yes _____ No _____

Please return this form along with your resume' to:

Pensacola Bay Area Chamber of Commerce
P.O. Box 550
Pensacola, FL 32593-0050

Phone No.: 438-4081
FAX No.: 438-6369



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2640

County Administrator's Report 12. 12.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 06/07/2012

Issue: Memorandum of Understanding between Escambia County and University of West Florida

From: T. Lloyd Kerr, AICP, Department Director

Organization: Development Services

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Designation of an Alternate Facility for Development Services Department Continuity of Operations Plan - T. Lloyd Kerr, AICP, Development Services Department Director

That the Board take the following action concerning the Memorandum of Understanding by and between Escambia County, Florida, through its Development Services Department (DSD), and the University of West Florida (UWF), relating to designation of an alternate facility to continue operations and perform mission-essential functions under the DSD Continuity of Operations Plan ("COOP"):

- A. Approve the Memorandum of Understanding; and
- B. Authorize the County Administrator to sign the Agreement.

BACKGROUND:

In completing its COOP, the DSD determined the need to identify an alternate facility that was not only capable of meeting the needs of providing continuity of operations and performing mission-essential functions should the need for relocation arise, but also an alternate facility that had not already been identified by multiple other departments, offices, and/or agencies as an alternate facility. Through meetings and discussion with UWF staff, the subject UWF facility, Building 92, Training Room 110, Building Services Building, was identified as meeting all DSD COOP requirements.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

This document has been approved as to form and legal sufficiency by Kristen Hual, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon approval of the Agreement, the DSD will return an original signed copy of the Agreement to UWF for its records.

Attachments

MOU with UWF

MEMORANDUM OF UNDERSTANDING BETWEEN ESCAMBIA COUNTY, FLORIDA AND THE UNIVERSITY OF WEST FLORIDA RELATING TO THE DESIGNATION OF AN ALTERNATE FACILITY

This Agreement is entered into this ___ day of _____, 2012, by and between Escambia County, Florida ("County"), through its Developmental Services Department ("DSD"), and the University of West Florida ("UWF"), a public corporation of the State of Florida, with its administrative offices located at 11000 University Parkway, Pensacola, Florida 32514.

WITNESSETH:

WHEREAS, UWF wishes to cooperate with the County for the purpose of providing an alternate facility to continue operations and perform mission-essential functions under the DSD Continuity of Operations Plan ("COOP"); and

WHEREAS, UWF and County, by and through the DSD, desire to enter into this Agreement to establish the terms and conditions by which a location on the UWF campus may be utilized as an alternative facility by the DSD under the DSD COOP.

NOW, THEREFORE, for and in consideration of the promises and mutual covenants contained herein, UWF and County agree as follows:

1. **Recitals**. The recitals contained in the preamble to this Agreement are true and correct and incorporated herein by reference.
2. **Purpose**. The purpose of this MOU is to clearly identify the roles and responsibilities of each party relating to the relocation of the DSD personnel under the DSD COOP, and more specifically, the key DSD staff identified as members of the COOP Relocation Team (CRT) tasked with continuing operations and performing mission-essential functions of the DSD for up to thirty (30) days with resource support until full operations are re-established at the primary/impacted facility.
3. **Facility**. The alternate facility for relocation of the DSD personnel under the DSD COOP shall be identified as Building 92, Training Room 110, Building Services Building on the UWF campus; however, UWF reserves the right to reassign the location, as necessary, provided the alternative location is equally functional for the intended purpose.

UWF shall provide access to the designated alternate facility following activation of the DSD COOP at the request of DSD staff. DSD staff may utilize the alternate facility until such time the primary/impacted facility is functional, or

up to thirty (30) days, whichever occurs first, unless extended and agreed upon, in writing, by the parties.

The alternate facility is provided in "as-is" condition. Any costs incurred to equip the alternate facility for DSD operations shall be the responsibility of the County.

County shall replace any incidental supplies as may be needed during the use of the facility and return the facility to UWF in substantially the same condition as it was prior to its use, except for reasonable wear and tear arising from use pursuant to the terms and conditions of this agreement.

Responsibility for damage to the facility by storm, act of God or other hostile act shall remain with UWF.

4. Resources. The parties shall work cooperatively to provide basic support and resources at the alternate facility. Such basic support and resources, shall include, but not be limited to the following:

- Telephones
- Computers/LAN
- Fax Machines
- Copiers
- Furniture

5. Inspection. On an annual basis, the parties may inspect the assigned alternate facility at a mutually agreeable time.

6. Liability and Indemnification. Each party shall be liable only for its own acts or omissions. Nothing in this agreement shall extend liability for either party beyond the limits established in section 768.28, Florida Statutes.

7. 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 any party fails to abide by provisions of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving the party seven days written notice, terminate this agreement.

8. Term. This Agreement shall commence upon the date last executed by the parties herein unless terminated as provided herein.

9. Modification and Termination. This agreement may be cancelled or terminated without cause by either party by giving (30) calendar days advance

written notice to the other party. Any and all amendments must be made in writing by the parties before becoming effective.

10. 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 the subject of this agreement shall be in the County of Escambia.

11. 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.

12. Assignment. This agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by the parties, without prior written consent of the other party.

13. No Waiver. The failure of either party to insist upon the strict performance of the terms and condition herein shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement by their duly authorized representatives on the respective dates under each signature:

COUNTY:

Witness

By: _____
Charles R. "Randy" Oliver
County Administrator

Witness

Date: _____

UWF:

By: Matthew Altier [Signature]
Matthew Altier, Vice President
Administrative Services

Attest: [Signature]

Date: 5/14/2012

This document approved as to form and legal sufficiency

By: [Signature]
Title: HCA
Date: 5/30/12



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2627

County Administrator's Report 12. 13.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 06/07/2012

Issue: Waiver to Noise Ordinance for DeLuna Fest

From: T. Lloyd Kerr, AICP, Department Director

Organization: Development Services

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Limited Waiver of the Escambia County Noise Abatement Ordinance for the 2012 DeLuna Fest at Pensacola Beach - T. Lloyd Kerr, AICP, Development Services Department Director

That the Board approve the application for a Special Event Permit for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance in conjunction with the outdoor event, DeLuna Fest, sponsored by Five Flags Tourism Group, to be held on Pensacola Beach, on the following dates and times:

Friday, September 21, 2012, 7:00 a.m., to 1:00 a.m., Saturday, September 22, 2012
Saturday, September 22, 2012, 7:00 a.m., to 1:00 a.m., Sunday, September 23, 2012
Sunday, September 23, 2012, from 7:00 a.m., to 1:00 a.m., Monday, September 24, 2012

BACKGROUND:

Escambia County Noise Abatement Ordinance Number 2001-8 (Escambia County Code of Ordinances, Chapter 42, Article III., Noise), was adopted by the Board of County Commissioners (BCC) on March 1, 2001, for the purpose of protecting, preserving, and promoting the health, safety, welfare, peace and quiet of the citizens of Escambia County through the reduction, control, and prevention of loud and raucous noise, or any noise which unreasonably disturbs, injures, or endangers the comfort, repose, health, peace, or safety of reasonable persons of ordinary sensitivity. Subsequently, on August 3, 2001, the BCC adopted Escambia County Ordinance Number 2001-36 to amend Escambia County Ordinance Number 2001-8 in order to provide a means of exemption to the Noise Abatement Ordinance to allow a fair and just application of the Ordinance and grant limited waivers of the restrictions imposed by the Noise Abatement Ordinance to allow special outdoor events to take place in the community while still protecting the health, safety, and welfare of the citizens of Escambia County, and promoting an environment free from sound and noise disruptive of peace and good order.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Escambia County Code of Ordinances, Chapter 42, Article II. Noise. Section 42-66. Exemptions. (g), provides that the County Administrator shall provide the permit application as well as any other available information, to the Board of County Commissioners for consideration at a meeting of the Board of County Commissioners. The Board of County Commissioners may impose any other conditions on the permit as it deems necessary to reduce the disturbance to surrounding or neighboring properties.

IMPLEMENTATION/COORDINATION:

The Building Inspections Division will issue a Special Event permit for this exemption.

The Escambia County Sheriff's Department and Santa Rosa Island Authority will be notified of the date, time, and location if proposed waiver is approved

Attachments

Application

Site Location



BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3550 - Phone
(850) 595-3589 - FAX
www.myescambia.com

SPECIAL EVENT PERMIT
Waiver to Noise Ordinance

Permit Number:	
Building Permit Number:	
Approved By:	Date:

Applicant: Five Flags Tourism Group, LLC	Phone Number: 850-433-0070
Owner's Name: Scott Mitchell	Phone Number: 850-525-9135
Owner's Address: 226 S. Palafox Pl Suite 106	
City: Pensacola	State: FL
Job Address: 2 Via Deluna	Zip Code: 32502
Lot or Apt. Number:	

<i>Limited Waiver Section Only</i>	
Pursuant to Ordinance 2001-8, as amended by Ordinance 2001-36, a limited waiver of the noise restrictions may be granted to organizations for special outdoor events to take place in the community.	
Date of Activity: Sept 21, 22, 23	Description of Activity: Deluna Fest
Beginning Time: 7 AM	Ending Time: 1 AM

Remarks or Comments:
Driving Directions:

Escrow Account Number:	Date: April 23rd
Applicant Signature: 	



Deluna Fest 2012 Site Map

Main Stage: 120'x50'

Stage 4: 50'x30'

A 20'x20' Tent



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2690

County Administrator's Report 12. 14.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 06/07/2012

Issue: Escambia County Housing Finance Authority Reappointment

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

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Escambia County Finance Authority Reappointment - Charles R. "Randy" Oliver, County Administrator

That the Board take the following action concerning a reappointment to the Escambia County Housing Finance Authority, as requested by Elbert Jones, Jr., Executive Director:

- A. Waive the Board's Policy, Section I, Part B 1. (D), Appointment Policy and Procedures; and
- B. Reappoint Robert Ward for another four-year term, effective August 1, 2012, through July 31, 2016.

BACKGROUND:

The Authority was established by the Board of County Commissioners through the adoption of Escambia County Ordinance 80-12, in accordance with the Florida Finance Authority Law, Chapter 78-89, Laws of Florida. The purpose of the Authority is to eliminate the shortage of adequate housing in Escambia County.

Mr. Ward has expressed the desire to serve another term. His Resume is provided for your review.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

In accordance with Section I B, of the Board of County Commissioners' Policy Manual, Board approval is required for all appointments/reappointments to Boards and Committees established by the Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Letter from ECHFA

Resume

Elbert Jones Jr
Executive Director
Elbertjones@escambiahfa.com



C.J. Pipkins
Housing Program Director
cjpipkins@escambiahfa.com

Karyn Norton
Assistant Executive Director
karyn.norton@escambiahfa.com

**ESCAMBIA COUNTY
HOUSING FINANCE AUTHORITY**
WWW.ESCAMBIAHFA.COM

Fran Jones
Accountant
fran.jones@escambiahfa.com

Serving 1st Time Homebuyers since 1982... Providing below market interest rate mortgage loans in over 24 counties in Florida.

700 South Palafox Street, Suite 310 • Pensacola, Florida 32502-5958
Phone: (850) 432-7077 • Fax: (850) 438-5205 • Toll Free: (800) 388-1970

April 3, 2012

Charles R. "Randy" Oliver, CPA, P.E.
County Administrator
Escambia County
221 Palafox Place, Suite 420
Pensacola, FL 32502

Re: Reappointment to the Escambia County Housing Finance Authority -- Robert Ward

Dear Mr. Oliver:

Mr. Robert Ward's appointment to the Escambia County Housing Finance Authority expires on July 31, 2012. Mr. Ward has expressed a desire to be reappointed to the Authority for an additional four year term commencing August 1, 2012 through July 31, 2016. The members of the Authority would be pleased to retain Mr. Ward as he has considerable experience in the housing needs of Escambia County residents and has devoted a considerable amount of time and effort to understanding the operation and goals of this Authority.

We thank you for your consideration. If you have any questions, please feel free to contact me at (850) 432-7077.

Sincerely,

A handwritten signature in black ink, appearing to read 'Elbert Jones Jr.', is written over a faint, larger version of the same signature.

Elbert Jones Jr
Executive Director

cc: Robert Ward

RECEIVED
APR 9 2012

County Administrator's Office

RESUME

William Robert Ward
8630 Reese Seales Rd.
Walnut Hill, Florida 32568

- Education:** 2 Yrs Pre-Engineering – Pensacola Junior College
2 Yrs Civil Engineering – University of South Alabama
Continuing Education – 54 hours/year
- Professional & Civil Organizations:** American Society of Civil Engineers, Pensacola North
Rotary Club, Alabama Society of Professional Surveyors & Mappers.
- Service Organizations:** Member Escambia County Housing Finance Authority
- Licenses Held:** Professional Engineer in Alabama and Florida
Professional Land Surveyor in Alabama and Florida
- President of:** Southern Land Concepts, Inc.
9909 N. Cove Ave.
Pensacola, FL 32534
- Work Experience:**
- 1981 to Present - President of Southern Land Concepts, Inc., engaged in the design of numerous residential subdivisions throughout the counties of Escambia, Santa Rosa, Okaloosa in Florida and Escambia, Baldwin and Monroe in Alabama.
- 1976-1981 - Robert Ward & Associates, Engineering & Survey provided Civil Engineering and Land Surveying services throughout Northwest Florida and South Alabama.
- 1967- 1976 – Alexander, Peterman & Ward, Architects, Engineers, & Planners, Inc.
Provided Architectural, Structural Engineering and Land Planning services throughout Northwest Florida.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2626

County Administrator's Report 12. 1.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/07/2012

Issue: Supplemental Budget Amendment #149 - FDEP Recreational Trails Grant

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #149 - Amy Lovoy,
Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #149, Other Grants and Projects Fund (110) in the amount of \$200,000, to recognize Grant funds from the State of Florida Department of Environmental Protection (FDEP), and to appropriate these funds for recreational trail projects in this current budget year.

BACKGROUND:

On April 5, 2012, the Board approved an Agreement from the State of Florida Department of Environmental Protection for the development of the Southwest Greenway, Jones Swamp Trail Extension 3 under the Recreational Trails Project. This 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:

This amendment will increase Fund 110 by \$200,000 and requires a \$200,000 match. Matching funds will come from Local Option Sales Tax (Fund 352) and from in-kind services.

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# 149

**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 the State of Florida Department of Environmental Protection Recreational Trails grant, and it now must be recognized and be appropriated for the development of the Southwest Greenway, Jones Swamp Trail Extension.

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
FDEP Recreational Trails	110	334xx	\$200,000
Total			<u>\$200,000</u>

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Improvements other than Buildings	110/2210xx	56301	\$200,000
Total			<u>\$200,000</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

149



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2645

County Administrator's Report 12. 2.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/07/2012

Issue: SBA#151 - State Aid to Libraries Grant

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #151 - Amy Lovoy,
Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #151, Other Grants and Projects Fund (110) in the amount of \$96,433, to recognize the State Aid to Libraries Grant funds from the State of Florida, and to appropriate these funds for the Escambia County Library System.

BACKGROUND:

The State of Florida has provided grant funding for the Escambia County Library System.

BUDGETARY IMPACT:

This amendment will increase Fund 110 by \$96,433.

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#151

**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 has received grant funding from the State of Florida for Libraries and these grant funds must now be recognized and be appropriated for the Escambia County Library System.

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
State Library Grant	110	334710	\$96,433
Total			<u>\$96,433</u>

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Aids to Governmental Agencies	110/110209	58101	\$96,433
Total			<u>\$96,433</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

151



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2669

County Administrator's Report 12. 3.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/07/2012

Issue: Supplemental Budget Amendment #160 – Insurance Proceeds

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #160 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #160, Transportation Trust Fund (175) in the amount of \$7,829, to recognize insurance proceeds received for damage to traffic equipment at various locations around the County, and to appropriate these funds back into the Traffic Operations Cost Center.

BACKGROUND:

Escambia County received insurance reimbursements totaling \$7,829 for damage to traffic equipment at various locations around the County, and the proceeds are reimbursing Traffic Operations for the repair work.

BUDGETARY IMPACT:

This amendment will increase Fund 175 by \$7,829.

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#160

**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 traffic equipment, 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>	<u>175</u>		
Fund Name	Fund Number		
Revenue Title	Fund Number	Account Code	Amount
<u>Insurance Proceeds</u>	<u>175</u>	<u>369008</u>	<u>\$7,829</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>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
Total			<u><u>\$7,829</u></u>
Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
<u>Repair and Maintenance</u>	<u>175/211201</u>	<u>54601</u>	<u>\$7,829</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>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
Total			<u><u>\$7,829</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
#160



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2652

County Administrator's Report 12. 4.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/07/2012

Issue: Reallocation of Local Option Sales Tax

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Reallocating Funding Among Projects with the Local Option Sales Tax Fund (352) - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning reallocating funding among projects with the Local Options Sales Tax Fund (352):

A. Reallocate a total of \$3,000,000 from the following projects for the Navy Boulevard project:

1. \$1,000,000 from the Audusson Extension project (11NE0892);
2. \$1,500,000 from the Beach Haven, Bellshead, Mobile Highway, Englewood Sewer Extension Project (10NE0018);
3. \$390,000 from the Palafox Streetscaping Project;
4. \$110,000 from the Palafox Commerce Park Project; and

B. Reallocate \$300,000 from the Palafox Commerce Park project for the construction of sidewalks along Bobe Street.

BACKGROUND:

As presented during the Community Redevelopment Agency (CRA) meeting on May 17, 2012, phase 1 of the Navy Boulevard project is estimated to cost about \$3,000,000. Funds will be reallocated from the projects mentioned above to fund this phase of the project. There are no funds currently allocated for any further phases of this project.

Funds will also be reallocated from the Palafox Commerce Park project for the construction of sidewalks on Bobe Street.

BUDGETARY IMPACT:

A total of \$3,000,000 is being reallocated among projects within LOST to fund phase 1 of the Navy Boulevard project. There are no funds currently allocated for any further phases of this project.

\$300,000 is be reallocated for construction of sidewalks on Bobe Street.

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-2662

County Administrator's Report 12. 5.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/07/2012

Issue: Approval of Amendment to Fiscal Year 2011/2012 Miscellaneous Appropriations Agreement for African American Heritage Society, Inc.

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of Amendment to the Fiscal Year 2011/2012 Miscellaneous Appropriations Agreement with the African American Heritage Society, Inc. - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning approval of the Amendment to the Fiscal Year 2011/2012 Miscellaneous Appropriations Agreement with the African American Heritage Society, Inc.:

A. Approve the Amendment to the Fiscal Year 2011/2012 Miscellaneous Appropriations Agreement with the African American Heritage Society, Inc., amending Section 3, increasing the allocation by \$25,000, for a total allocation of \$50,000, for expenses related to the development of a documentary titled "Belmont Devilliers: The Making of a Neighborhood", to be paid from the 4th Cent Tourist Development Tax, Tourist Promotion Fund (108), Cost Center 360105, Account 58201;

B. Authorize the Chairman to sign the Amendment and all other necessary documents; and

C. Approve the necessary Change Order.

BACKGROUND:

The African American Heritage Society will serve as a fiscal sponsor in association with Robin Reshard (Robert Robino Productions). The Fiscal Sponsorship will be solely for the development of a documentary titled Belmont Devilliers: The Making of a Neighborhood. Ms. Reshard, who is an independent contractor, is the project producer. The documentary, Belmont Devilliers: the Making of a Neighborhood, is in keeping with the mission of the African American Heritage Society, promotion and preserving African American heritage and culture.

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.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval of Amendments to Miscellaneous Appropriations Agreements is necessary.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

African American Heritage Amendment

AMENDMENT TO MISCELLANEOUS
APPROPRIATIONS AGREEMENT WITH
AFRICAN AMERICAN HERITAGE SOCIETY, INC.

As approved by the Board of County Commissioners at its meeting on June 7, 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 \$50,000.00 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 African American Heritage Society, Inc. approved on October 6, 2011 remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment to the Miscellaneous Appropriations Agreement on the 7th day of June, 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: _____

AFRICAN AMERICAN HERITAGE SOCIETY, INC.

By: _____

Title: _____

Attest:

Secretary

This document approved as to form and legal sufficiency.

By:  _____

Title: ACA _____

Date: 5/8/12 _____

AMENDED 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. The only exception to this is your first payment in October, which is a one-time advance (1/12) to assist the recipient in starting the authorized program activity. **For the remainder of the year, no funding is advanced.** Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract. Appropriation payments for the \$25,000.00 allocated for the documentary titled Belmont Devilliers: The Making of a Neighborhood will be reimbursed in accordance with the above requirements.

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

**AMENDED
EXHIBIT "A"**

2011/2012 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION African American Heritage Society, Inc.

APPROVED BUDGET

SALARIES AND BENEFITS	\$ <u>10,500.00</u>
SUPPLIES	\$ <u>300.00</u>
TRAVEL.....	\$ _____
UTILITIES.....	\$ <u>4,000.00</u>
EQUIPMENT (Unit Cost \$1,000 or more).....	\$ _____

OTHER RECURRING COSTS:

<u>Telephone/Internet</u>	\$ <u>2,000.00</u>
<u>Postage</u>	\$ <u>500.00</u>
<u>Printing</u>	\$ <u>500.00</u>
<u>Landscape/Maintenance</u>	\$ <u>300.00</u>
_____	\$ _____

TOTAL OTHER RECURRING COSTS \$ 3,300.00

OTHER NON-RECURRING COSTS

<u>Heritage Programs</u>	\$ <u>6,900.00</u>
<u>Belmont Devilliers: The Making of a Neighborhood</u>	\$ <u>25,000.00</u>

TOTAL OTHER NON-RECURRING COSTS \$ ~~6,900.00~~ 31,900.00

GRAND TOTAL \$ ~~25,000.00~~ 50,000.00



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2686

County Administrator's Report 12. 6.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/07/2012

Issue: Conveyance of real property to Pensacola Habitat for Humanity Inc.

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Conveyance of Real Property Located at 3004 North Guillemard Street to Pensacola Habitat for Humanity, Inc., - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the conveyance of real property to Pensacola Habitat for Humanity, Inc., a not-for-profit corporation, using Escambia County's Surplus Property Disposition for Affordable Housing Development Program:

- A. Declare surplus the Board's real property located at 3004 North Guillemard Street, Account Number 05-1037-000, Reference Number 04-2S-30-6001-035-017;
- B. Adopt the Resolution authorizing the conveyance of this property to Pensacola Habitat for Humanity, Inc.;
- C. Approve the sale price of \$12,182.50 for the 3004 North Guillemard Street property;
- D. Acknowledge that Habitat for Humanity, Inc.'s, design/structure shall be subject to architectural review and approval by Escambia County;
- E. Allow Pensacola Habitat for Humanity, Inc., up to a maximum of 120 days to close because of HUD (U.S. Department of Housing and Urban Development) approval requirements; and
- F. Authorize the Chairman to execute the Resolution and all documents related to the sale.

BACKGROUND:

The County approved foreclosure on this property and received the Certificate of Title on March 8, 2012. The Property Appraiser's 2011 Certified Roll Assessment value for this property is \$8,550. The County does not have a need for this property.

BUDGETARY IMPACT:

Sale of this property will provide revenue for the General Fund.

LEGAL CONSIDERATIONS/SIGN-OFF:

All legal documents will be approved as to form and legal sufficiency by the County Attorney's Office prior to execution by the Chairman. The purchaser will pay all closing costs.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

NA

IMPLEMENTATION/COORDINATION:

NA

Attachments

3004 N Guillemard St purchase resolu backup

[Back](#)

Source: Escambia County Property Appraiser

[Restore Full Page Version](#)

General Information Reference: 042S306001035017 Account: 051037000 Owners: ESCAMBIA COUNTY Mail: 221 PALAFOX PLACE PENSACOLA, FL 32502 Situs: 3004 N GUILLEMARD ST 32503 Use Code: VACANT RESIDENTIAL Taxing Authority: COUNTY MSTU Tax Inquiry: Open Tax Inquiry Window Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector		2011 Certified Roll Assessment Improvements: \$0 Land: \$8,550 <hr/> Total: \$8,550 Save Our Homes: \$0 <p style="text-align: center;">Disclaimer</p> <p style="text-align: center;">Amendment 1 Calculations</p>																		
Sales Data <table border="1"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>03/05/2012</td> <td>6829</td> <td>721</td> <td>\$100</td> <td>CT</td> <td>View Instr</td> </tr> <tr> <td>05/05/2008</td> <td>6330</td> <td>589</td> <td>\$6,900</td> <td>TD</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)	03/05/2012	6829	721	\$100	CT	View Instr	05/05/2008	6330	589	\$6,900	TD	View Instr	2011 Certified Roll Exemptions None <hr/> Legal Description LTS 35 36 37 BLK 17 N PENSACOLA UNITS 1/2/3/4 PB 2 P 2/6/33/57 OR 6829 P 721 <hr/> Extra Features None
Sale Date	Book	Page	Value	Type	Official Records (New Window)															
03/05/2012	6829	721	\$100	CT	View Instr															
05/05/2008	6330	589	\$6,900	TD	View Instr															

Parcel Information [Restore Map](#) [Get Map Image](#) [Launch Interactive Map](#)

Section Map Id: 04-2S-30-2 Approx. Acreage: 0.2300 Zoned: R-3	
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Buildings
Images



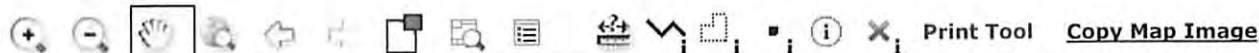
12/20/02

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.



Chris Jones
Escambia County
Property Appraiser

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



Use numeric selection labels **Record Search**
[Download Selection Data \(1 row\)](#)

Reference: 04-2S-30-6001-035-017
Account: 05-1037-000
Section Map: 04-2S-30-2
Situs: 3004 N GUILLEMARD ST
Subdivision:
NORTH PENSACOLA UNIT #1 PB 2 P 2
Owner: ESCAMBIA COUNTY
Mailing Address:
221 PALAFOX PLACE
PENSACOLA, FL 32502
Last Sale: 3/5/2012, \$100
Property Use: VACANT RESIDENTIAL
Approx. Acreage: 0.2300
Building Count: 0
Total Heated Area: 0
Zoned: R-3



Include radius in selection (5280 ft max)

ft

Radius is used only with single parcel selection

Lookup Options:

Reference Nbr

Auto Select
Lookup Results

Ex: 012N334444555666

**IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT
IN AND FOR ESCAMBIA COUNTY, FLORIDA
CIVIL ACTION**

ESCAMBIA COUNTY A POLITICAL SUBDIVISION OF THE
Plaintiff

CASE NO. 2010 CA
002848

VS.

TAX CERTIFICATE REDEMPTIONS INC ; PEARL ROBBINS ; UNKNOWN SPOUSE OF PEARL
ROBBINS ; WILLIE MAE WILLIAMS ; UNKNOWN SPOUSE OF WILLIE MAE WILLIAMS ;
CLIFFORD ROBBINS ; UNKNOWN SPOUSE OF CLIFFORD ROBBINS ; UNKNOWN
OCCUPANT A ; UNKNOWN OCCUPANT B
Defendant

CERTIFICATE OF TITLE

The undersigned, Ernie Lee Magaha, Clerk of the Circuit Court, hereby certifies that a certificate of sale has been
executed and filed in this action on December 28, 2011, for the property described herein and that no objections
to the sale have been filed within the time allowed for filing objections.

The following property in Escambia County, Florida:

**LOTS 35, 36 AND 37, BLOCK 17, NORTH PENSACOLA, UNIT 2, BEING A
SUBDIVISION OF SECTION 4, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ACCORDING
TO PLAT FILED IN PLAT BOOK 2, PAGE 6 OF THE PUBLIC RECORDS OF ESCAMBIA
COUNTY, FLORIDA.**

was sold to ESCAMBIA COUNTY A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
221 PALAFOX PLACE PENSACOLA, FL, 32502

WITNESS my hand and seal of the court this 5 day of March, 2012



Ernie Lee Magaha
Clerk of the Circuit Court

BY: Cheri L. King
Deputy Clerk

Case: 2010 CA 002848

00031304410

Dkt: CA1173 Pg#: 1

\$100.00

34

RESOLUTION R2012-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AUTHORIZING THE CONVEYANCE OF REAL PROPERTY TO PENSACOLA HABITAT FOR HUMANITY, INC.; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Escambia County (County) is the owner of a certain parcel of real property located in Escambia County, Florida, more particularly described in the Agreement for Sale and Purchase attached to this resolution; and

WHEREAS, Pensacola Habitat for Humanity, Inc., a Florida corporation not-for-profit (Habitat), has requested that the County convey the Property to it so that it can be developed for affordable housing; and

WHEREAS, the Board of County Commissioners for Escambia County has determined that the Property is not needed for County purposes and that it is in the best interest of the public to convey the Property to Habitat under the terms and conditions stated herein; and

WHEREAS, the conveyance of the Property from the County to Habitat is authorized pursuant to Section 125.38, Florida Statutes.

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

Section 1. The foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. The County shall convey the Property to Habitat for a purchase price of Twelve Thousand One Hundred Eighty Two Dollars and Fifty Cents (\$12,182.50), with all closing costs being borne by Habitat, and otherwise in accordance with the terms of the Agreement for Sale and Purchase attached to this Resolution.

Section 3. This Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this _____ day of _____, 2012.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Wilson B. Robertson, Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

By: _____
Deputy Clerk

This document approved as to form and legal sufficiency.

By: [Signature]
Title: Asst. County Attorney
Date: May 24, 2012

AGREEMENT FOR SALE AND PURCHASE

THIS AGREEMENT FOR SALE AND PURCHASE (Agreement) is entered into this _____ day of _____, 2012, by and between Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose mailing address is 221 Palafox Place, Pensacola, Florida 32502 (Seller), and Pensacola Habitat for Humanity, Inc., whose address is 1060 North Guillemard Street, Pensacola, Florida 32501 (Buyer).

WITNESSETH:

WHEREAS, Seller is the record owner of fee simple title to the real property (Property) described below:

LOTS 35, 36 AND 37, BLOCK 17, NORTH PENSACOLA, UNIT 2 BEING A SUBDIVISION OF SECTION 4, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ACCORDING TO PLAT FILED IN PLAT BOOK 2, PAGE 6 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA

WHEREAS, at a duly advertised meeting of the Board of County Commissioners on _____ 2012, Seller approved the sale of the Property to Buyer for the amount of Twelve Thousand One Hundred Eighty-Two Dollars and Fifty Cents (\$12,182.50); and

WHEREAS, Seller and Buyer now desire to enter into this Agreement to set forth the mutually agreed upon terms and conditions associated with the proposed purchase and sale.

NOW, THEREFORE, for and in consideration of the premises, the sums of money to be paid, and for other good and valuable consideration, the parties agree as follows:

1. **Agreement to Sell and Purchase.** Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to purchase the Property from Seller upon the terms and conditions as set forth in this Agreement.
2. **Purchase Price and Method of Payment.** The purchase price for the Property is Twelve Thousand One Hundred Eighty-Two Dollars and Fifty Cents (\$12,182.50) and must be paid by certified or official check at closing.
3. **Evidence of Title.** Seller shall transfer and convey to Buyer fee simple title to the Property. Within 30 days after the date of execution of this Agreement, Buyer may examine title to the Property and give notice to Seller in writing of any defects or encumbrances upon the Property unacceptable to Buyer except for (a) those exceptions identified in Section 10 of this Agreement entitled "Conveyance of Property," and (b) those exceptions to title which are to be discharged by Seller at or before closing. Seller is not obligated to provide Buyer with a title commitment.

If Buyer determines title to the Property is unmarketable for reasons other than the existence of the exceptions identified in Section 10 or exceptions that are to be discharged by Seller at or before closing, Buyer shall notify Seller in writing no later than five days after examining title. The written notice shall specify those liens, encumbrances, exceptions or qualifications to title that are either not acceptable or not contemplated by this Agreement to be discharged by Seller at or before closing (Title Defects).

If Seller is unable or unwilling to cure or eliminate the Title Defects prior to closing, Seller shall notify Buyer in writing prior to closing. Buyer and Seller may then extend the time allowed for removal of the Title Defects and the time of closing; or Buyer may waive Title Defects and proceed with closing; or Buyer and Seller may withdraw from the transaction and terminate the obligations under the Agreement. Buyer agrees that any Title Defects present on the day title is transferred, unless expressly objected to by written notice, will be considered accepted by Buyer.

4. **Survey.** Buyer may obtain a survey of the Property prior to closing at Buyer's expense. Buyer must notify Seller in writing after receipt of the survey of any matters shown on the survey that adversely affect title to the Property. The adverse matters will be deemed Title Defects, and Seller is obligated to undertake a cure within the time and in the manner provided in Section 3 of this Agreement.

5. **Financing.** Within five days of execution of this Agreement, Buyer must make application to obtain financing, if necessary, to consummate the purchase and sale of the Property and provide notice to Seller when it has secured necessary financing. Buyer shall notify Seller in writing if Buyer is unable to obtain financing prior to closing after making a good faith effort to do so. Seller may extend the time allowed for Buyer to obtain financing or exercise its right to terminate this Agreement in accordance with Section 22.

6. **Possession.** Possession of the Property will be surrendered by Seller to Buyer at the time of closing. Seller shall not commit nor permit waste, deterioration or other destruction of the Property prior to that time.

7. **Condition of Property.** Pursuant to Section 125.411, Florida Statutes, Seller is precluded from warranting or representing any state of facts regarding title to the Property and, as a governmental entity, is exempt from the disclosures otherwise required by local ordinance. Except as set forth in the Agreement, it is understood and agreed that Seller disclaims all warranties or representations of any kind or character, express or implied, with respect to the Property, including, but not limited to, warranties and representations related to title, zoning, tax consequences, physical or environmental conditions, availability of access, ingress or egress, property value, operating history, governmental approvals, governmental regulations or any other matter or thing relating to or affecting the Property. Buyer represents that it is a knowledgeable Buyer of real estate and that it is relying solely on its own expertise and that of its consultants, and that Buyer will conduct inspections and investigations of the Property, including, but not limited to, the physical conditions of the Property, and will rely upon them, and upon closing, will assume the risk of all adverse matters, including but not limited to, adverse physical conditions, which may not have been revealed by

Buyer's inspections and investigations. Seller sells and conveys to Buyer and Buyer accepts the Property "As Is, Where Is," with all faults and there are no oral agreements, warranties or representations collateral to or affecting the Property to Buyer by Seller or any third party. The terms and conditions of this paragraph expressly survive the closing of the Agreement.

8. **Right to Inspect Property.** Prior to undertaking any inspections and testing, Buyer must provide notice to Seller and coordinate with Seller's designee. Buyer must not intentionally nor unreasonably interfere with Seller's activities on the Property.

Prior to closing, Buyer, and its agents and consultants, have the right to enter upon the Property and undertake at Buyer's expense, any physical inspections and other investigations of the Property, including surveys, soil bores, percolation tests, engineering studies, tests for radon gas and other tests or studies that Buyer considers necessary or desirable to review and evaluate the physical characteristics of the Property. Results of any investigation or testing conducted on the Property must promptly be disclosed to Seller.

Buyer shall notify Seller in writing of any defects disclosed by its inspections and testing within five days of completion of the inspection or test. For purposes of this paragraph, "defect" means a condition on or under the Property that violates applicable state or federal environmental laws, rules or regulations, or may present an imminent and substantial danger to the public health or welfare. Upon receipt, Seller shall notify Buyer that 1) it will terminate this Agreement, whereupon all rights and obligations of the parties shall cease; or 2) it will remedy the environmental defect within six months of the date of the notice, or as otherwise agreed by the parties, in which case the closing date will automatically be extended.

Buyer, as a condition precedent to its entry rights, will defend, indemnify, save and hold Seller harmless from any loss, damage, liability, suit, claim, cost or expense, including reasonable attorneys' fees, arising from the exercise by Buyer of its entry rights.

9. **Radon Gas.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

10. **Conveyance of Property.** At closing, Seller will convey to Buyer title to the Property by deed, which will identify the following exceptions to title:

- a. Ad valorem real property taxes and assessments for the year 2012 and subsequent years; outstanding and unpaid taxes and assessments, if any, for previous years; conditions, easements, and restrictions of record; zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.
- b. Reservation of an undivided $\frac{3}{4}$ interest in, and title in and to an undivided $\frac{3}{4}$ interest

in, all the phosphate, minerals and metals that are or may be in, on, or under the Property and an undivided 1/2 interest in all the petroleum that is or may be in, on, or under the Property with the privilege to mine and develop, pursuant to Section 270.11, Florida Statutes.

The parties expressly acknowledge that Buyer accepts title as it exists on the day title is transferred from Seller to Buyer unless written notice has been provided to Seller in accordance with Section 3.

11. **Closing.** Subject to satisfaction of the obligations of Seller and Buyer as set forth in the Agreement, the Purchase Price will be paid to Seller and the Deed and other closing documents reasonably required by either party will be executed and delivered at the time of closing. The purchase and sale contemplated by this Agreement will be closed in the Office of the Escambia County Attorney, 221 Palafox Place, Suite 430, Pensacola, Florida. Seller's attorney will prepare and furnish all documents for closing including any necessary corrective documents. Closing shall occur on or before 120 days from the date that the last party executes this Agreement unless the date for closing is extended by written agreement of the parties or as otherwise provided herein.

12. **Costs and Expenses at Closing.** Upon closing, Seller and Buyer shall pay the following costs and expenses:

SELLER	BUYER
_____	<input checked="" type="checkbox"/> Deed Documentary Stamps
_____	<input checked="" type="checkbox"/> Survey, if any
_____	<input checked="" type="checkbox"/> Recording (Deed)
_____	<input checked="" type="checkbox"/> County Attorney's Fees (Document Preparation)
_____	<input checked="" type="checkbox"/> Title Insurance, if any
_____	<input checked="" type="checkbox"/> Structural and Environmental Inspections, if any
_____	<input checked="" type="checkbox"/> Real Estate Professional Fee or Commission, if any

13. **Taxes, Fees, and Charges.** Taxes, fees and charges will be paid as follows:

- a. Buyer is responsible for all ad valorem taxes and assessments, if any, assessed against the Property. Any outstanding taxes or tax certificates or assessments encumbering the Property must be satisfied by the Buyer at closing. Seller is immune from ad valorem taxes and will not pay ad valorem taxes on the Property.

- b. All impact fees, permit fees, systems charges, and any other amounts charged or assessed as a result of, arising from, or necessary for Buyer's proposed construction on, or development of, the Property will be paid solely by Buyer.

14. **Conditions Precedent to Closing.** The obligation of Buyer to close the sale and purchase transaction contemplated in this Agreement is expressly conditioned on the prior occurrence, satisfaction or fulfillment of the following:

- a. Prior to closing, all obligations of Seller and Buyer in this Agreement must have been either fully satisfied or have occurred or have been waived by Seller or Buyer in writing or as otherwise provided in this Agreement.
- b. Within the time provided in the Agreement, Buyer will have established to its satisfaction that Seller is the owner of good and marketable fee simple title to the Property, subject only to the Permitted Exceptions and those exceptions which are to be discharged by Seller at or before the closing or, alternatively, waived by Buyer.
- c. There are no pending or threatened building, utility (including sewer or water) or other moratoria, injunctions or court orders in effect which would interfere with the immediate use or occupancy of any portion of the Property.
- d. There is no litigation or administrative proceeding pending or threatened against or relating to either the Property or Seller which would preclude Buyer's purchase and Seller's sale of the Property under the Agreement.
- e. There are no pending or threatened zoning, condemnation or eminent domain proceedings against or in any way affecting the Property or any known pending or threatened suits, actions or other proceedings against Seller or affecting the Property or its use in any manner permitted as of the date of the Agreement by the land development regulations of the local government entity with land development regulatory authority over the Property (either as a primary or permitted conditional use) and that the Property and such uses are not in any manner encumbered or adversely affected by any judgment, order, writ, injunction, rule or regulation or any court or governmental agency or officer.
- f. The results of inspections, investigations and inquiries Buyer has made with respect to the Property are, in Buyer's sole opinion and in Buyer's sole discretion, acceptable to Buyer.

If one or more of the above requirements precedent to Buyer's obligation to close this Agreement has not occurred or been satisfied, or expressly waived by Buyer or by the terms of this Agreement on or before the closing date for any reason, then Buyer is entitled to terminate this Agreement and the obligations of the parties, by giving written notice to the other party.

15. **Assignability.** This Agreement cannot be assigned by Buyer without the prior written consent of Seller.
16. **Litigation and Attorneys' Fees.** Each party will pay for its own attorneys' fees and costs in the event of litigation related to the sale and purchase of the Property.
17. **Time of the Essence.** Time is of the essence of this Agreement and in the performance of all conditions and covenants to be performed or satisfied by either party. Waiver of performance or satisfaction of timely performance or satisfaction of any condition or covenant by one party is not to be deemed to be a waiver of the performance or satisfaction of any other condition or covenant unless specifically consented to in writing. Whenever a date in the Agreement falls on a Saturday, Sunday or legal holiday, the date is extended to the next business day.
18. **Counterparts.** This Agreement will be executed in duplicate counterparts, each of which upon execution by all parties is deemed to be an original.
19. **Governing Law and Binding Effect.** The interpretation and enforcement of this Agreement will be governed by and construed in accordance with the laws of the State of Florida and bind Buyer and Seller and their respective successors and assigns. The venue for any legal proceeding arising out of this Agreement shall be in a court of competent jurisdiction in Escambia County, Florida.
20. **Integrated Agreement, Waiver and Modification.** This Agreement represents the complete and entire understanding and agreement between and among the parties with regard to all matters involved in the Agreement and supersedes any prior or contemporaneous agreements, whether written or oral. The Agreement cannot be modified or amended and no provision is waived, except in writing signed by all parties, or if such modification, amendment or waiver is for the benefit of one or more of the parties and to the detriment of the others, then the amendment or waiver must be in writing, signed by all parties to whose detriment the modification, amendment or waiver inures.
21. **Brokerage.** Seller and Buyer acknowledge, represent and warrant to each other that no broker or finder has been employed by either Seller or Buyer in connection with the sale and purchase contemplated in the Agreement.
22. **Default and Termination.** If either party fails to perform any of its obligations set forth in the Agreement within the times specified, the other party, at its option and at any time, may terminate the Agreement. Neither party can declare the other in default without giving the other party at least five days written notice of intention to do so, during which time the other party will have an opportunity to remedy the default or to commence to remedy. The notice must specify, in detail, the default.
23. **Notices.** All notices must be in writing and served either personally or by deposit with the U.S. Postal Service, certified mail, return receipt requested, or by deposit with a nationally recognized overnight courier service, postage pre-paid and addressed to the Seller and Buyer at the following addresses:

TO THE SELLER:

Escambia County
County Administrator
221 Palafox Place
Pensacola, Florida 32502

TO THE BUYER:

Katheryn Y. Fulchino, Contract Manager
Pensacola Habitat for Humanity, Inc.
1060 North Guillemard Street
Pensacola, Florida 32501

WITH A COPY TO:

County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502

All notices are deemed served when received, except that any notice mailed or deposited in the manner provided in this section are deemed served on the postmark date or courier pickup date.

24. **Further Assurances.** Each party, without further consideration, will act and execute and deliver documents as the other may reasonably request to effectuate the purposes of the Agreement.

25. **Relationship of the Parties.** Nothing in this Agreement or any act of the parties is deemed or construed by the parties or by any third party to create a relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between Buyer and Seller.

26. **Risk of Loss.** The risk of loss to the property is the responsibility of Seller until closing.

27. **Property Tax Disclosure Summary.** Buyer should not rely on the Seller's current property taxes as the amount of property taxes that the Buyer may be obligated to pay in the year subsequent to purchase. A change of ownership or property improvements triggers reassessments of the property that could result in higher property taxes. If you have any questions concerning valuation, contact the County Property Appraiser's Office for information.

28. **Miscellaneous.** If any term, provision, covenant, or condition of the Agreement or the application to any person or circumstances is invalid or unenforceable, the remainder of the Agreement is valid and enforceable to the extent permitted by law.

THIS AGREEMENT SHALL NOT BE EFFECTIVE UNLESS FIRST APPROVED BY THE BOARD OF COUNTY COMMISSIONERS AT A DULY NOTICED PUBLIC MEETING.

IN WITNESS WHEREOF, Seller and Buyer have made and executed this Agreement as of this date and year first above written.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

**SELLER:
ESCAMBIA COUNTY, FLORIDA by and
through its duly authorized BOARD OF
COUNTY COMMISSIONERS**

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

Wilson B. Robertson, Chairman

Deputy Clerk

BCC Approved:

**BUYER:
PENSACOLA HABITAT FOR HUMANITY,
INC.**

**Witness _____
Print Name _____**

By: Katheryn Y. Fulchino, Contract Manager

**Witness _____
Print Name _____**

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by Katheryn Y. Fulchino, as Contract Manager for Pensacola Habitat for Humanity, Inc. She is personally known to me, or produced current _____ as identification.

Signature of Notary Public

Printed Name of Notary Public

(Notary Seal)

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA

1-39. Approval of Various Consent Agenda Items

2041

Motion made by Commissioner White, seconded by Commissioner Robertson, and carried unanimously, approving Consent Agenda Items 1 through 39, as follows, with the exception of Item 24 and Item 27, which were held for separate votes, as amended to drop Item 38:

1. Authorizing foreclosure of the Code Enforcement Lien, in the amount of \$15,742.50, recorded in Official Records Book 6278, at Page 1557, of the Public Records of Escambia County, Florida, on real property located at 1814 North 60th Avenue, Account Number 05-4315-050, Reference Number 14-2S-30-6000-002-011; the current assessed value is \$49,918.
2. Authorizing foreclosure, based on the following Liens recorded in the Public Records of Escambia County, Florida, on real property located at 3004 North Guillemard Street, Account Number 05-1037-000, Reference Number 04-2S-30-6001-035-017; the current assessed value is \$8,550.00:
 - A. Nuisance Abatement Lien, in the amount of \$6,084.09, recorded in Official Records Book 4195, at Page 1695;
 - B. Nuisance Abatement Lien, in the amount of \$1,581.05, recorded in Official Records Book 4817, at Page 282; and
 - C. Code Enforcement Lien, in the amount of \$44,768.00, recorded in Official Records Book 5334, at Page 1372.
3. Authorizing foreclosure of the Code Enforcement Lien, in the amount of \$4,032.50, recorded in Official Records Book 6045, at Page 1303, of the Public Records of Escambia County, Florida, on real property located at 7205 North Palafox Street, Account Number 02-3081-000, Reference Number 21-1S-30-1101-000-007; the current assessed value is \$75,568.00.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2634

County Administrator's Report 12. 7.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/07/2012

Issue: Conveyance of Property Located at Airport Boulevard and Hedge Road to be Returned to Florida Department of Transportation

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Conveyance of the Airport Boulevard and Hedge Road Property to the Florida Department of Transportation - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the conveyance of real property to the Florida Department of Transportation to allow and maintain access to remainder properties, whose entries were affected by the State Road 8A (I-110) Project from Brent Lane to Airport Boulevard:

A. Adopt the Resolution authorizing the conveyance back to the Florida Department of Transportation the real property located at Airport Boulevard and Hedge Road, Account Number 04-0550-110, Reference Number 35-1S-30-7218-001-002; and

B. Authorize the Chairman to execute the Deed, the Resolution and all other documents related to the transfer.

BACKGROUND:

In August 2002, the Florida Department of Transportation (FDOT) prepared and recorded a Warranty Deed (Official Record Book 4949, Page 605) to convey a small piece of property located at Airport Boulevard and Hedge Road to Escambia County. The original deed (Official Record Book 4949, Page 605) had not been submitted to the Board of County Commissioners for approval so on April 7, 2011, a board recommendation was approved to accept the previously recorded warranty deed. This property was originally owned Marguerite Robison. Ms. Robison allowed the property owner to the West access through her land parcel. This property was then warranted to Escambia County, which blocked that front entrance. However, the owner of the property had several other alternatives in which to access his property. He owns most of the Airport/Hedge block parcels. He did not take advantage of placing a bid during the July 2011 auction. The land was sold during that auction for over \$4,000 more than the minimum bid price. The bid was rescinded and the bid deposit was retained due to the default of the bidder. The property was expected to go back up for sale at the next auction. However, because of front entrance parcel location issue with the neighbor to the West, the property was put 'on hold'. The neighbor brought FDOT into the problem, which is why the request for conveyance/transfer of title has been called for. The County has no need for this property.

BUDGETARY IMPACT:

NA

LEGAL CONSIDERATIONS/SIGN-OFF:

All legal documents will be approved as to form and legal sufficiency by the County Attorney's Office prior to execution by the Chairman.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

NA

IMPLEMENTATION/COORDINATION:

NA

Attachments

Airport & Hedge transfer backup

[Back](#)

Source: Escambia County Property Appraiser

[Restore Full Page Version](#)

General Information		2011 Certified Roll Assessment	
Reference:	351S307218001002	Improvements:	\$0
Account:	040550110	Land:	\$16,630
Owners:	ESCAMBIA COUNTY	Total:	\$16,630
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502	Save Our Homes:	\$0
Situs:	32503	Disclaimer	
Use Code:	COUNTY OWNED	Amendment 1 Calculations	
Taxing Authority:	COUNTY MSTU		
Tax Inquiry:	Open Tax Inquiry Window		
Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector			

Sales Data		2011 Certified Roll Exemptions	
Sale Date	Book	Page	Value
08/2002	4949	605	\$100
Type	WD	Official Records (New Window)	View Instr
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court		COUNTY OWNED	
		Legal Description	
		BEG AT SW COR OF SEC 35 N 54 DEG 33 MIN 40 SEC E 4156 04/ 100 FT ALG S LI OF SD SEC 35 T CENTERLI OF SURVEY STATE RD...	
		Extra Features	
		None	

Parcel Information [Restore Map](#) [Get Map Image](#) [Launch Interactive Map](#)

<p>Section Map Id: 35-1S-30-4</p> <p>Approx. Acreage: 0.0800</p> <p>Zoned: C-1</p>	
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Buildings
Images

None

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.



Chris Jones
Escambia County
Property Appraiser

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



[Print Tool](#) [Copy Map Image](#)

Use numeric selection labels [Record Search](#)
[Download Selection Data \(1 row\)](#)

Reference: 35-1S-30-7218-001-002
Account: 04-0550-110
Section Map: 35-1S-30-4
Situs:
Owner: ESCAMBIA COUNTY
Mailing Address:
221 PALAFOX PL STE 420
PENSACOLA, FL 32502
Last Sale: 8/2002, \$100
Property Use: COUNTY OWNED
Approx. Acreage: 0.0800
Building Count: 0
Total Heated Area: 0
Zoned: C-1

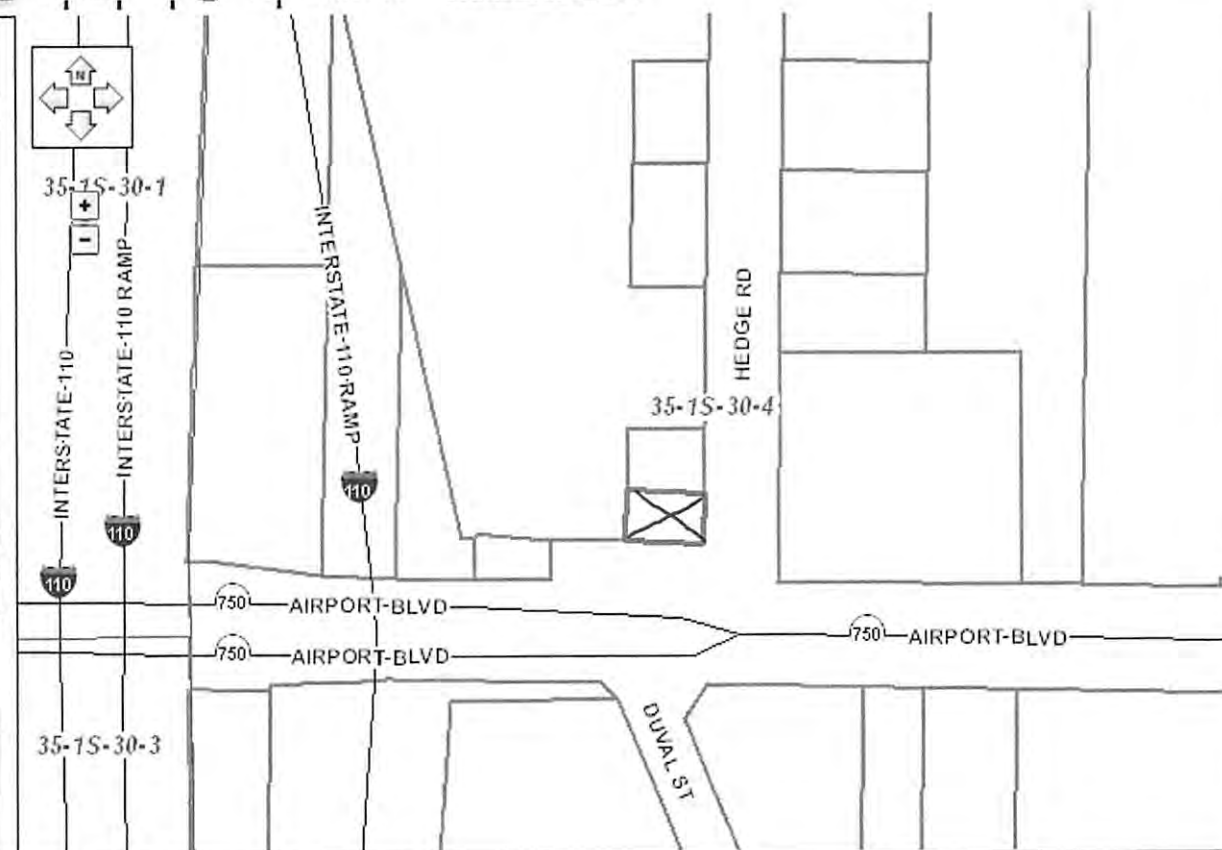
Include radius in selection (5280 ft max)
ft
Radius is used only with single parcel selection

Lookup Options:

Reference Nbr

Auto Select
Lookup Results

Ex: 012N334444555666



RESOLUTION R2012-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AUTHORIZING THE CONVEYANCE OF REAL PROPERTY TO THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Escambia County (County) is the owner of a parcel of real property (Property) located in Escambia County, Florida, more particularly described in the Deed attached to this resolution as Exhibit A; and

WHEREAS, the State of Florida, Department of Transportation (FDOT) has requested that the County convey the Property to it for public access to properties along Hedge Road affected by FDOT's S.R. 8A (I-110) from Brent Lane to Airport Boulevard Project; and

WHEREAS, the Board of County Commissioners for Escambia County has determined that the Property is not needed for County purposes and that it is in the best interest of the public to convey the Property to FDOT under the terms and conditions stated herein; and

WHEREAS, the conveyance of the Property from the County to FDOT is authorized pursuant to Section 125.38, Florida Statutes.

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

Section 1. The foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. The County shall donate the Property to FDOT for the recited consideration of One Dollar (\$1.00), with all costs associated with accepting the deed and recording it in the public records being borne by FDOT.

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

By: _____
Wilson B. Robertson, Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

By: _____
Deputy Clerk

This document approved as to form and legal sufficiency.

By: [Signature]
Title: Asst. County Attorney
Date: May 8, 2012

This document was prepared by:
Stephen G. West, Assistant County Attorney
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502
(850) 595-4970

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

DEED

THIS DEED is made this ____ day of _____, 2012, by Escambia 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 (Grantor), and State of Florida Department of Transportation, whose address is P.O. Box 607, Chipley, Florida 32428 (Grantee).

WITNESSETH, that Grantor, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration in hand paid by Grantee, the receipt of which is acknowledged, conveys to Grantee and Grantee's heirs, executors, administrators, successors and assigns forever, the following described land in Escambia County, Florida:

See attached Exhibit A

THIS CONVEYANCE IS SUBJECT TO taxes and assessments for the year 2012 and subsequent years; outstanding and unpaid taxes and assessments, if any, from previous years; conditions, easements, and restrictions of record, if any, but this reference does not operate to reimpose them; zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.

GRANTOR RESERVES an undivided $\frac{3}{4}$ interest in, and title in and to an undivided $\frac{3}{4}$ interest in, all the phosphate, minerals and metals that are or may be in, on, or under the Property and an undivided $\frac{1}{2}$ interest in all the petroleum that is or may be in, on, or under the Property with the privilege to mine and develop the same.

IN WITNESS WHEREOF, Grantor has caused this deed to be executed in its name by its Board of County Commissioners acting by the Chairman of the Board, 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



EXHIBIT A

A parcel of land being in the Francisco Vidall Grant, Section 35, Township 1 South, Range 30 West, Escambia County, Florida, described as follows: Commence at a 4 inch by 4 inch concrete monument (no I.D.) marking the southwest corner of said Section 35; thence North $54^{\circ}33'40''$ East 4,156.04 feet along the south line of said Section 35 to the centerline of survey of State Road 8-A (I-110), as shown on F.D.O.T. Right of Way Map 48270-2400 (F.P. #2224691) (said map being on file at F.D.O.T. District 3 Office, Chipley, Florida); thence North $11^{\circ}48'26''$ West 1,012.85 feet along said centerline of survey to a point on a tangent curve to the right (concave easterly); thence northwesterly along said centerline of survey and curve, having a radius of 5,729.65 feet, for a distance of 1,184.45 feet, through a central angle of $11^{\circ}50'40''$ to an intersection with the centerline of survey of Airport Boulevard (Kilbee Avenue), as shown on said Right of Way Map, and end of curve; thence South $88^{\circ}59'27''$ East 568.06 feet along said centerline of survey of Airport Boulevard; thence departing said centerline of survey, run North $00^{\circ}50'58''$ West 45.00 feet to an intersection of the easterly line of that certain property as described in Official Records Book 1394, Page 511, of the Public Records of Escambia County, Florida, with the existing northerly right of way line of Airport Boulevard, as shown on said Right of Way Map; thence departing said right of way line, continue North $00^{\circ}50'58''$ East 38.48 feet along said easterly property line to POINT OF BEGINNING; thence continue North $00^{\circ}50'58''$ East 50.03 feet along said easterly property line; thence departing said property line, run South $87^{\circ}05'17''$ East 69.94 feet to the existing westerly right of way line of Hedge Road, as shown on said Right of Way Map; thence South $00^{\circ}39'08''$ West 50.04 feet along said right of way line; thence departing said right of way line, run North $87^{\circ}05'17''$ West 70.11 feet to POINT OF BEGINNING;

Containing 3,501 square feet, more or less.



Florida Department of Transportation

RICK SCOTT
GOVERNOR

Right of Way
Post Office Box 607
Chipley, Florida 32428

ANANTH PRASAD, P.E.
SECRETARY

May 2, 2012

Mr. Larry Goodwin
Real Estate Acquisition Manager
Escambia County Public Works Department
3363 West Park Place
Pensacola, Florida 32502

Subject: S.R. 8A (I-110) from Brent Lane to Airport Boulevard

Dear Mr. Goodwin:

The Department purchased a piece of property as part of the S.R. 8A (I-110) from Brent Lane to Airport Boulevard project. The property was purchased in the name of Escambia County and is located at the northwest corner of Airport Boulevard and Hedge Road (Tax ID 35-1S-30-7218-001-002). The Department requests that Escambia County transfer title to this property into the name of the Florida Department of Transportation. The Department will retain this property and the property will only be used to allow and maintain access to remainder properties whose access was affected by the Project.

If you have any questions concerning this matter, you may contact me at 850-415-9311 or email Clay.Saunders@DOT.myflorida.com.

Sincerely,

Clay Saunders
Right of Way Manager

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-35. Approval of Various Consent Agenda Items – Continued

11. Taking the following action concerning the surplus and sale of real property located at Airport Boulevard and Hedge Road due to the successful bidder's withdrawal:

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

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

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

(3) Authorizing the Chairman to sign all documents related to the sale;

B. Approving to declare the bidder in default, retaining the bid deposit, and authorizing the property to be re-advertised;

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

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

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

1-14. Approval of Various Consent Agenda Items – Continued

- 8.** Taking the following action to convey real property located at Airport Boulevard and Hedge Road to Escambia County:
 - A.** Accepting, and approving for recording, a Warranty Deed previously recorded in Official Records Book 4949, at Page 605, for real property located at Airport Boulevard and Hedge Road, Account Number 04-0550-110, Reference Number 35-1S-30-7218-001-002; and
 - B.** Authorizing the Chairperson to execute the Deed as of the day of delivery and to acknowledge the Board's acceptance at that time.
- 9.** Authorizing out-of-County travel for any member of the Commission wishing to participate in the Northwest Florida Defense Coalition Meeting with representatives of the Pentagon and Congressional Delegation in Washington, D.C., on May 10-11, 2011.
- 10.** See Page 20.
- 11.** Approving to reappoint David Karasek to fill the at-large position on the Escambia County Board of Adjustment for a two-year term, effective April 16, 2011, through April 15, 2013.
- 12.** Approving the three *Request for Disposition of Property* Forms for the Human Resources Department, for property which is described and listed on the Disposition Forms, with Department and reason for disposition stated.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2630

County Administrator's Report 12. 8.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/07/2012

Issue: Authorize Foreclosure on Property Located at 12 Marshall Lane

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Authorization to Foreclose Real Property Located at 12 Marshall Lane - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize foreclosure on real property located at 12 Marshall Lane, Account Number 04-2987-000, Reference Number 47-1S-30-1101-002-020, due to the following Liens: 2000 Nuisance Abatement Lien, in the amount of \$35,558.55, recorded in Official Records Book 4512, at Page 1786; and a 2011 Code Enforcement Lien, in the amount of \$11,631.37, recorded in Official Records Book 6761, at Page 585, of the Public Records of Escambia County, Florida.

BACKGROUND:

The property located at 12 Marshall Lane was the subject of a 2000 Nuisance Abatement Lien, which consisted of removal of an unsafe structure, debris, litter, and underbrush. The 2011 Code Enforcement violation consisted of removal of trash, debris, overgrowth, and a dilapidated structure.

As per County policy, the Clerk of the Court has attempted collection by sending two letter notices. There has been no response in the allotted 120 days. Therefore, this property is subject to foreclosure action.

Following foreclosure the Board will be asked to surplus this property for immediate sale.

BUDGETARY IMPACT:

NA

LEGAL CONSIDERATIONS/SIGN-OFF:

If the Board authorizes the foreclosure, the County Attorney's Office anticipates that the foreclosure action will be referred to a foreclosure attorney.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

This action is in compliance with the Code Enforcement/Nuisance Abatement Lien Collection Policy approved by the Board on July 10, 2008

IMPLEMENTATION/COORDINATION:

NA

Attachments

12 Marshall Ln backup

[Back](#)

Source: Escambia County Property Appraiser

[Restore Full Page Version](#)

<p>General Information</p> <p>Reference: 471S301101002020 Account: 042987000 Owners: STUCKEY ETHEBERT C & CHRISTINIA G Mail: 103 MEMORY LN PENSACOLA, FL 32503 Situs: 12 MARSHALL LN 32505 Use Code: VACANT COMMERCIAL Taxing Authority: COUNTY MSTU Tax Inquiry: Open Tax Inquiry Window Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector</p>	<p>2011 Certified Roll Assessment</p> <p>Improvements: \$0 Land: \$135,318 Total: \$135,318 Save Our Homes: \$0</p> <p>Disclaimer</p> <p>Amendment 1 Calculations</p>
<p>Sales Data</p> <p>Sale Date Book Page Value Type Official Records (New Window)</p> <p>10/1986 2306 293 \$100 WD View Instr</p> <p>Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court</p>	<p>2011 Certified Roll Exemptions</p> <p>None</p> <p>Legal Description</p> <p>S 201 75/100 FT OF LT 20 AVERIA TRACT PLAT DB P P 206 OR 903 P 488...</p> <p>Extra Features</p> <p>None</p>

Parcel Information [Restore Map](#) [Get Map Image](#) [Launch Interactive Map](#)

<p>Section Map Id: 47-1S-30</p> <p>Approx. Acreage: 1.0900</p> <p>Zoned: C-1</p>	
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Buildings
Images



7/2/08



3/21/11



7/15/11

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.



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

CODE ENFORCEMENT CONSENT 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:

Reimbursement Recording Fee Order Reimbursement Recording Fee Lien

Amended Order Copies

Court Ordered Principal @ 8% Interest Rate

Date of Consent Payoff Date

Principle	Number Of Days Accrued	Interest Due	SubTotal	Reimbursement Of Costs	Recording Fee For Cancellation	Preparing Fee For Cancellation	Preparation Fee for Payoff Quote	Total Due
10,844	281	\$667.87	\$11,511.87	\$95.50	\$10.00	\$7.00	\$7.00	\$11,631.37

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

ESCAMBIA COUNTY, FLORIDA

VS.

**CASE NO: CE101065766
LOCATION: 12 Marshall Ln.
PR#4718301101002020**

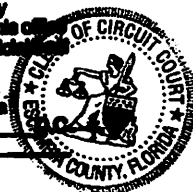
**Ethebert C. and Christina G. Stuckey (deceased)
103 Memory Ln.
Pensacola, FL 32503**

ORDER

This CAUSE having come before the Office of Environmental Enforcement Special Magistrate on the Petition of the Environmental Enforcement Officer for alleged violation of the ordinances of the County of Escambia, State of Florida, and the Special Magistrate having considered the evidence before him in the form of testimony by the Enforcement Officer and the respondent or representative, Eddie Stuckey, as representative as well as evidence submitted and after consideration of the appropriate sections of the Escambia County Code of Ordinances, the Special Magistrate finds that a violation of the following Code of Ordinance(s) has occurred and continues

- 42-196 (a) Nuisance Conditions
- 42-196 (b) Trash and Debris
- 42-196 (c) Inoperable Vehicle(s); Described _____

Certified to be a true copy
Of the original on file in this case
Witness my hand and official seal
ERNIE LEE MAGAHA
Clerk of the Circuit Court
Escambia County, Florida
BY Ernie Lee Magaha
DATE 9/8/11



42-196 (d) Overgrowth

30-203 Unsafe Building; Described as Main Structure Accessory Building(s)

(a) (b) (c) (d) (e) (f) (g) (h) (i) (j) (k) (l) (m) (n) (o)

(p) (q) (r) (s) (t) (u) (v) (w) (x) (y) (z) (aa) (bb) (cc) (dd)

94-51 Obstruction of County Right-of-Way (ROW)

82-171 Mandatory Residential Waste Collection

82-15 Illegal Burning

82-5 Littering Prohibited

LDC Article 6 Commercial in residential and non permitted use

LDC 4.01.02 and LDC 4.01.04 Land Disturbance without permits

LDC 8.03.02 and COO 86-91 Prohibited Signs, Un-permitted Sign ROW

Other _____

Other _____

Other _____

Other _____

Other _____

Other _____

THHEREFORE, The Special Magistrate being otherwise fully advised in the premises; it is hereby ORDERED that: Eddie Stucky for Ethebert C. and Christina G. Stucky. by Consent to Lien will allow Escambia County Department of Environmental Enforcement to correct the violation and to bring the violation into compliance. Corrective action shall include:

- Complete removal of all contributing nuisance conditions; trash, rubbish, overgrowth and legally dispose of. Maintain clean conditions to avoid a repeat violation.
- Remove vehicle. Repair vehicle or store in rear yard behind 6' opaque fencing
- Obtain demolition permit and remove the structure(s), legally disposing of all debris.
- Remove all structures, signs, vehicles, etc. from County ROW; refrain from further obstruction.
- Subscribe for residential waste collection with a legal waste collection service and comply with solid waste disposal methods
- Immediately cease burning and refrain from future burning
- Remove all refuse and dispose of legally and refrain from future littering
- Rezone property and conform to all performance standards or complete removal of the commercial or industrial entity
- Obtain necessary permits or cease operations
- Acquire proper permits or remove sign(s)
- Other _____
- Other _____
- Other _____
- Other _____
- Other _____

Costs in the amount of \$10,844.00 are awarded in favor of Escambia County as the prevailing party against Efhebert C. and Christina G. Stuckey.

This fine shall be forwarded to the Board of County Commissioners. Under the authority of 162.09(1) F.S. and Sec. 30-34(d) of the Code of Ordinances, the Board of County Commissioners will certify to the Special Magistrate all costs imposed pursuant to this order. All Monies owing hereunder shall constitute a lien on **ALL YOUR REAL AND PERSONAL PROPERTY** including any property involved herein, which lien can be enforced by foreclosure and as provided by law.

Jurisdiction is retained to enter such further orders as may be appropriate and necessary.

DONE AND ORDERED at Escambia County, Florida on the 29th day of August, 2011.


Special Magistrate
Office of Environmental Enforcement



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

NUISANCE ABATEMENT LIEN PAYOFF

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

County Courthouse Bldg.
223 Palafox Place, Room 103
Pensacola, FL 32501-5844
850-595-3930
FAX 850-595-4827

Date Of Lien

Recording Fee

Official Records Book: Page:

Foreclosure

Original Principal Date Of Payoff

Original Principal	Number Of Days Accrued	Interest Due	Recording Fee For Lien	Recording Fee For Cancellation	Preparing Fee For Cancellation	Preparing Fee Payoff	Total Due
\$20,099.45	4544	\$15,424.60	\$10.50	\$10.00	\$7.00	\$7.00	\$35,558.55

NOTICE OF LIEN

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Re: Lattie Stuckey and E. C. Stuckey and Christina G. Stuckey
5000 N Palafox

THIS CLAIM, being hereby filed of record, a notice to remove nuisance having been provided and no contrary showing or abatement having occurred, please be advised that, the abatement of the nuisance at the property described below for violations of the provisions of Chapter 1-20.5 of the Escambia County Code of Ordinances (Ord. No. 97-36) and Chapter 79-455, Laws of Florida, has resulted in the filing of a lien, including interest, and all cost of collection, including attorney's fees, against the subject property and shall continue to be a lien against the subject property until paid.

Escambia County completed cleanup work on November 30, 1999 on property located at 5000 N Palafox, Pensacola, Florida, and more particularly described in the Official Records of Escambia County, Florida in OR Book 903 at page 488 as follows:

An Undivided One-half (½) Interest in the Following Described Property, to-wit:
Parcel 1: The South 201.75 Feet of Lot 20, Averia Tract, Being in Section 47, Township 1 South, Range 30 West, According to Map of Said Averia Tract, Recorded in Deed Book "P" at Page 206, of the Public Records of Said County.

Escambia County has expended Twenty Thousand, Ninety-nine and 45/100 Dollars (\$20,099.45) for the abatement of a nuisance injurious to health which, in addition to the cost of advertising, title search, and reasonable attorney's fees, includes removing an unsafe structure, removing all debris and litter from the parcel, and cutting down and removing all underbrush, thereby leveling the parcel to a natural grade at premises described in this Notice of Lien, and that such sum is a lien against the said property.

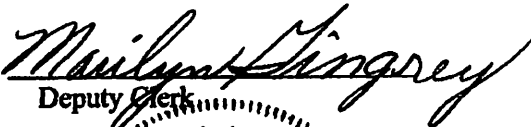
Additionally, the Board of County Commissioners hereby declares that the Lien and all cost of collection, together with attorney's fees, including all publication and title information cost, may be paid without interest within 90 days of publication of notice of the recordation of this Lien, and thereafter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

This Notice of Lien has been approved by the Board of County Commissioners and the sum referenced herein shall be a lien against the real property from and after the 6th day of January, 2000 until paid.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: 
D. M. "Mike" Whitehead, Chairman

ATTEST: ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

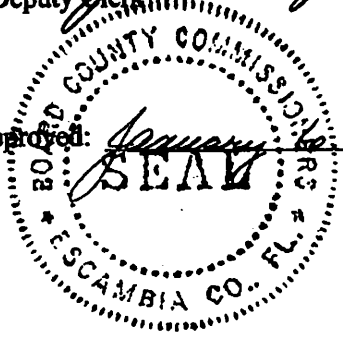
By: 
Deputy Clerk

RCD Jan 12, 2000 08:27 am
Escambia County, Florida

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 00-697371

(SEAL)

BCC Approved: January 6th, 2000





Office of Environmental Enforcement



Escambia County Central Office Complex
3363 West Park Place
Pensacola, FL 32505
Phone: (850) 595-1820 FX. (850) 595-1840
Sandra Slay, Division Manager

CONSENT TO LIEN AND WAIVER OF RIGHTS

I, Eddie Stuckey and Willeeta Crook as the undersigned represent and attest that they are the only living descendants for Ethebert C. and Christina G. Stuckey (deceased). We have read the proposed order of the Special Magistrate for the Escambia County Office of Environmental Code Enforcement. I have been advised that under Florida Statutes Chapter 162 and Escambia County Code of Ordinances Chapter 30, I have a right to contest any and all alleged violations listed on the proposed order through a hearing before the Special Magistrate. I have also been advised that I have the right to testify, to present evidence and witnesses, and to claim and establish any and all defenses to these alleged violations.

I have additionally been advised that if the proposed order is entered by the Special Magistrate and filed with the Escambia County Clerk of Court, a lien will be placed on property located at **12 Marshall Ln.** in the amount of **\$10,844.00.** The lien will further attach to any other non-homesteaded property owned by me. After three months from the date the lien is recorded, Escambia County may file an action to foreclose the lien. Furthermore, interest shall accrue on the lien at the rate of 8% per year. I understand that I may contact the Escambia County Clerk of Court to discuss the option of paying the lien on a repayment plan.

I have been advised that I should consult an attorney and I do not desire to consult an attorney and I waive any right I have to an attorney. Having been advised of these rights, I voluntarily waive these rights and agree to the entry of the proposed order by the Special Magistrate without an evidentiary hearing. I also voluntarily consent to the filing of the above-described lien with the Escambia County Clerk of Court. I have not been pressured or coerced into waiving these rights, nor have I received anything of value to induce me to waive these rights.

IN WITNESS WHEREOF, I, Eddie Stuckey, Willeeta Crook, have hereunto set my hand and seal at Pensacola, Escambia County, FL, this 22 day of August, 2011.

I have read this CONSENT TO LIEN FORM AND WAIVER OF RIGHTS and fully understand it.

Signed, sealed and delivered in the presence of:

Doug Bennett
Witness

Eddie Stuckey
Eddie Stuckey as representative for Ethebert C. and Christina G. Stuckey (deceased)

Doug Bennett
Witness

Willeeta Crook
Willeeta Crook as representative for Ethebert C. and Christina G. Stuckey

STATE OF Florida
COUNTY OF Escambia

I HEREBY CERTIFY that on this date, before me, an officer duly authorized in the State of Florida and Escambia County aforesaid to take acknowledgments, personally appeared Eddie Stuckey and Willeeta Crook, who, after being first duly sworn, upon his or her oath, deposes and says that he or she is the person described herein and that he or she executed the foregoing CONSENT TO LIEN FORM AND WAIVER OF RIGHTS, in the presence of two subscribing witnesses, for the purposes stated therein, and acknowledged that he or she executed the same freely and voluntarily.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the State of Florida and Escambia County last aforesaid, this 22nd day of August, 2011.



Judy Howery
Notary Public
Commission number: 226 93746
My commission expires: 10-25-11



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2629

County Administrator's Report 12. 9.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/07/2012

Issue: Sale of Real Property Located at 1317 Dr. Martin Luther King Jr. Drive

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Reduction of Minimum Sales Price of Real Property Located at 1317 Dr. Martin Luther King, Jr., Drive, Due to the Property Appraiser's Re-assessed Value - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the reduction of the minimum bid required for the sale of real property located at 1317 Dr. Martin Luther King, Jr., Drive, due to the Property Appraiser's re-assessed value:

A. Authorize the sale of real property, Account Number 13-3117-000, Reference Number 00-0S-00-9020-013-040, to the bidder with the highest offer received at or above the re-assessed minimum bid of \$10,517, in accordance with Section 46.134 of the Escambia County Code of Ordinances, without further action of the Board; and

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

BACKGROUND:

This property escheated to Escambia County on October 7, 2011. The Board declared the property surplus and authorized its sale January 5, 2012 with a minimum bid of \$30,713. In May 2012, the Property Appraiser re-assessed the value to \$10,517 because the house requires a substantial amount of maintenance. The price change will appear on the Property Appraiser's website when the 2012-2013 certified roll assessment values emerge later in the year. The County has no need for this property.

BUDGETARY IMPACT:

Sale of this property will provide revenue for the General Fund.

LEGAL CONSIDERATIONS/SIGN-OFF:

All legal documents will be approved as to form and legal sufficiency by the County Attorney's Office prior to execution by the Chairman. The purchaser will pay all closing costs.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

Escambia County Ordinance, Section 46.134

IMPLEMENTATION/COORDINATION:

NA

Attachments

1317 Martin Luther King backup info

[Back](#)

Source: Escambia County Property Appraiser

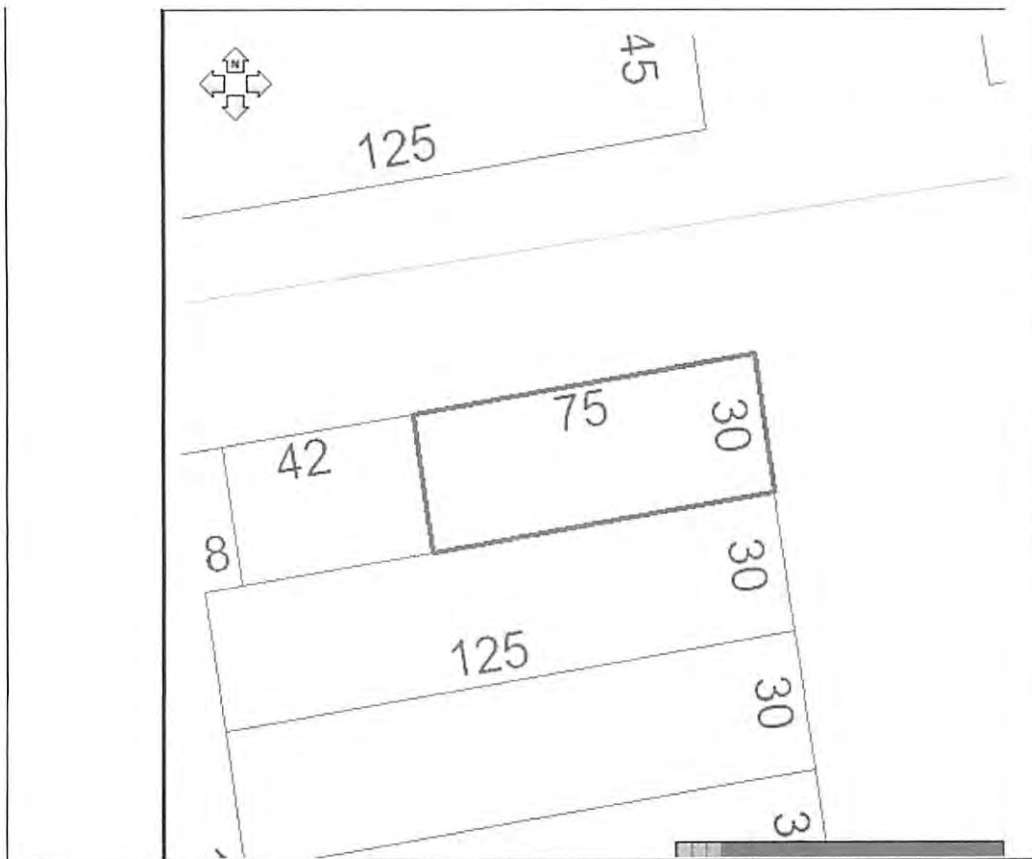
[Restore Full Page Version](#)

<p>General Information</p> <p>Reference: 000S009020013040 Account: 133117000 Owners: ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS Mail: 221 PALAFOX PL SUITE 420 PENSACOLA, FL 32502 Situs: 1317 DR MARTIN LUTHER KING JR DR 32503 Use Code: SINGLE FAMILY RESID Taxing Authority: PENSACOLA CITY LIMITS Tax Inquiry: Open Tax Inquiry Window Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector</p>	<p>2011 Certified Roll Assessment</p> <p>Improvements: \$26,438 Land: \$4,275</p> <hr/> <p>Total: \$30,713 Save Our Homes: \$0</p> <p style="text-align: center;">Disclaimer</p> <hr/> <p style="text-align: center;">Amendment 1 Calculations</p>
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<p>Sales Data</p> <table border="1"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>10/06/2011</td> <td>6772</td> <td>1287</td> <td>\$100</td> <td>CT</td> <td>View Instr</td> </tr> <tr> <td>06/2004</td> <td>5447</td> <td>1541</td> <td>\$100</td> <td>QC</td> <td>View Instr</td> </tr> <tr> <td>11/1990</td> <td>2932</td> <td>815</td> <td>\$1,100</td> <td>QC</td> <td>View Instr</td> </tr> <tr> <td>02/1987</td> <td>2357</td> <td>546</td> <td>\$1,000</td> <td>TD</td> <td>View Instr</td> </tr> </tbody> </table> <p>Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court</p>	Sale Date	Book	Page	Value	Type	Official Records (New Window)	10/06/2011	6772	1287	\$100	CT	View Instr	06/2004	5447	1541	\$100	QC	View Instr	11/1990	2932	815	\$1,100	QC	View Instr	02/1987	2357	546	\$1,000	TD	View Instr	<p>2011 Certified Roll Exemptions</p> <p>None</p> <hr/> <p>Legal Description</p> <p>E 75 FT OF LT 14 BLK 40 EAST KING TRACT OR 6772 P 1287 CA 66</p> <hr/> <p>Extra Features</p> <p>None</p>
Sale Date	Book	Page	Value	Type	Official Records (New Window)																										
10/06/2011	6772	1287	\$100	CT	View Instr																										
06/2004	5447	1541	\$100	QC	View Instr																										
11/1990	2932	815	\$1,100	QC	View Instr																										
02/1987	2357	546	\$1,000	TD	View Instr																										

Parcel Information [Restore Map](#) [Get Map Image](#) [Launch Interactive Map](#)

<p>Section Map Id: CA066</p> <p>Approx. Acreage: 0.0500</p> <p>Zoned: R-NC</p>	
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Buildings	
Building 1 - Address: 1317 DR MARTIN LUTHER KING JR DR, Year Built: 1991, Effective Year: 1991	
Structural Elements FOUNDATION -SLAB ON GRADE EXTERIOR WALL -SIDING-BLW.AVG. NO. PLUMBING FIXTURES -3.00 DWELLING UNITS -1.00 ROOF FRAMING -GABLE ROOF COVER -COMPOSITION SHG INTERIOR WALL -DRYWALL-PLASTER FLOOR COVER -CARPET NO. STORIES -1.00 DECOR/MILLWORK -BELOW AVERAGE HEAT/AIR -CENTRAL H/AC STRUCTURAL FRAME -WOOD FRAME	
Areas - 660 Total SF BASE AREA - 640 OPEN PORCH UNF - 20	
Images	



11/3/09



5/4/12

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-18. Approval of Various Consent Agenda Items – Continued

- 4.** Taking the following action concerning the surplus and sale of real property, located at 1317 Dr. Martin Luther King, Jr., Drive, that has escheated to the County:
 - A.** Declaring surplus the Board's real property, Account Number 13-3117-000, Reference Number 00-0S-00-9020-013-040;
 - B.** Authorizing the sale of the property to the bidder with the highest offer received at or above the minimum bid of \$30,713, in accordance with Section 46.134 of the Escambia County Code of Ordinances;
 - C.** Authorizing the County Attorney to take such necessary actions to evict the occupants of this County-owned property; and
 - D.** Authorizing the Chairman to sign all documents related to the sale.
- 5.** Authorizing the County to piggyback off the Clay County Contract #08/09-3, in accordance with Escambia County Code of Ordinances Chapter 46, Article II, Section 46-44, Application; exemptions; and Section 46-64, Board approval, and awarding a Purchase Order for a Landscape Structures Eclipse Playground Climber, for Wedgewood Park, to REP Services, Inc., in the amount of \$85,889.17 (Funding: Fund 352, Local Option Sales Tax III, Cost Center 350229, Object Code 56301, Project #11PR14433).
- 6.** Approving to extend the Contract for Collections Services for Escambia County Public Safety EMS, PD 08-09.014, for a 12-month period, effective February 5, 2012, to United Collection Service, Inc., under the current terms and conditions (Funding Source: Fund 408, Emergency Medical Service, Cost Center 330603, EMS Billing Business Ops, Object Code 53401).



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2692

County Administrator's Report 12. 10.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/07/2012

Issue: Memorandum of Understanding Concerning "Yo Solo: Bernardo de Galvez on the Stage of the American Revolution"

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Memorandum of Understanding Among Escambia County, the WSRE TV Foundation, Inc., the Pensacola Archaeological Society, and the University of West Florida - Amy Lovoy, Management and Budget Services Department Director

That the Board approve, with an effective date of May 1, 2012, the Memorandum of Understanding (MOU) among Escambia County, WSRE TV Foundation, Inc., the Pensacola Archaeological Society, and the University of West Florida (UWF) donating and assigning to UWF all of the rights comprised in the copyright of "Yo Solo: Bernardo de Galvez on the Stage of the American Revolution" and receiving a non-exclusive, non-royalty-bearing continuing license to broadcast such materials on its government access television any time after September 1, 2012. The County has allocated \$25,000 for this production. This MOU officially designates ownership of the copyright.

BACKGROUND:

On May 19, 2011 the Board allocated \$25,000 from the 4th Cent Tourist Development Tax for the development of a historical film called "Yo Solo: Bernardo de Galvez on the State of the American Revolution." The production of this film was a collaboration among UWF, WSRE-TV, the Pensacola Archaeological Society and the County. The film is now complete, and the resulting film is scheduled to be publicly broadcast on WSRE-TV.

All parties have agreed to vest the copyright with UWF. Both the County and WSRE will be granted perpetual licenses to air the program. Because WSRE will use this production in their upcoming pledge drive, the County's license will not commence until after their initial broadcast and usage.

BUDGETARY IMPACT:

The County has allocated \$25,000 for this production. This agreement officially designates ownership of the copyright.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

This agreement has been agreed to by all included parties .

Attachments

Galvez MOU

Memorandum of Understanding

This Memorandum of Understanding is entered into between and among **WSRE TV FOUNDATION, INC.** ("WSRE"), the **PENSACOLA ARCHAEOLOGICAL SOCIETY** ("PAS"), and Escambia County, a political subdivision of the State of Florida (the "County"), and the **UNIVERSITY OF WEST FLORIDA**, for and on behalf of the University of West Florida Board of Trustees ("University") as of this ___ day of ___, 2012.

WHEREAS, WSRE and PAS are corporations not-for-profit duly organized under the provisions of Chapter 617, Florida Statutes; and

WHEREAS, funding has been provided by the County to support a joint initiative between and among the University, WSRE and PAS to produce a historical film for broadcast and non-broadcast distribution, "**Yo Solo: Bernardo de Galvez on the Stage of the American Revolution**", herein after referred to as the "Galvez Program"; and

WHEREAS, the parties hereto wish to set forth their understandings concerning their respective rights in the intellectual property constituting the Galvez Program;

Now therefore, in consideration of the mutual commitments herein set forth and the mutual benefits hereby conferred, the parties hereto agree as follows.

1. The intent of this agreement is to provide a working document to govern production and distribution of the Galvez Program, which has been produced by WSRE with \$25,000 provided by the County under the academic and artistic direction of PAS and the University. This program is a one-man stage performance filmed at the Jean & Paul Amos Performance Studio on the campus of Pensacola State College, Florida.
2. WSRE has provided the following services in producing the Galvez Program:
 - i. WSRE has provided the services of Mr. Mike Rowan as Project Director/Senior Producer/Director.
 - ii. WSRE has staged, filmed and edited the production for broadcast air according to WSRE/PBS standards of production. WSRE has, in consultation with PAS, engaged actors/performers as required for the production.

- iii. WSRE has provided venue for event at the Jean & Paul Amos Performance Studio, Pensacola State College.
- iv. WSRE has provided staging, lighting and sound system for performance.
- v. WSRE has provided technicians to set up staging and operate technical equipment during rehearsals and performances.
- vi. WSRE has provided audio directors and lighting director for rehearsals and performances.
- vii. WSRE has provided television production staff to videotape the event in high definition, and edit the filmed performance.
- viii. WSRE has provided hospitality elements for Performer(s) prior to and immediately following performance.
- ix. WSRE has made available, at Performer(s) request, a copy of performance (or any portion thereof) for promotional or personal use.
- x. The filmed event will bear the logo of the University and will indicate that the University owns the copyright in the program.

3. PAS has provided the following services in producing the Galvez Program:

- i. PAS provided the services of Margo Stringfield.
- ii. PAS has coordinated script production and engagement of performers for the project.
- iii. PAS has provided travel, meals and other incidental expenses of performers.
- iv. PAS has coordinated audience participation as appropriate for the production.
- v. PAS has provided technical consultation on and facilitated acquisition of historical elements to be used in the program.

4. The University has provided the following services in producing the Galvez Program:

- i. The University originated the idea for the performance and film on Bernardo de Galvez and worked with Chaz Mena to develop the project as a work for hire for the University.
 - ii. The University wrote proposals to various granting agencies and potential sponsors for funding and in-kind services.
 - iii. The University has provided over \$17,000 to support Chaz Mena in researching the character of Galvez and his involvement in the American Revolutionary War, writing the script, and providing live performances of the work.
 - iv. The University has provided additional cash and in-kind services to stage the production, design the costumes, and create the scenery.
 - v. The University has provided the creative, in-kind services of Margo Stringfield, producer, and Faculty Research Associate in the Archaeology Institute.
 - vi. The University has provided in-kind services of Jerre Brisky in staging management and Glenn Breed in costuming from the Center for Fine and Performing Arts.
 - vii. The University departments that provided cash and in-kind support include Division of Academic Affairs, Archaeology Institute, Florida Public Archaeology Network, Center for Fine and Performing Arts, West Florida Historic Preservation, Inc. and the Departments of History, English, and Anthropology.
5. WSRE has agreed to film the Galvez Program as a work made for hire for the benefit of the University, and working with and under the artistic direction of PAS and the University, has prepared the Galvez Program with the understanding that the County will be granted the licenses herein described and will otherwise donate any and all rights in the Galvez Program to the University.

6. The County hereby donates and assigns to the University any and all of the rights comprised in the copyright of the Galvez Program, including the perpetual and exclusive right to copyright, produce, use, lease, sell, distribute and broadcast such materials, locally, nationally, internationally, and over full frequency, limited frequency, web or closed circuit and playback facilities, to include all current and future mediums for entertainment and/or educational purposes, to the University.
7. The University hereby grants to the County a non-exclusive, non-royalty bearing, continuing license to broadcast such materials on its government access television facilities, web or closed circuit and playback facilities, commencing after September 1, 2012, or such later date as shall be necessary to accommodate WSRE's right to provide the initial public broadcast of the Galvez Program. The County is granted the right to produce additional copies of the Galvez Program in DVD format in order to enable it to use the license herein granted. The County is not granted the right to produce additional copies for sale.
8. The University hereby grants to WSRE a non-exclusive, non-royalty bearing, perpetual license to broadcast the Galvez Program materials, locally, nationally, internationally, and over full frequency, limited frequency, web or closed circuit and playback facilities. WSRE is also granted the right to grant non-exclusive, limited sublicenses to other PBS stations to broadcast the materials for their respective non-commercial purposes. Any payments or underwriting funding obtained by WSRE in connection therewith may be retained by WSRE for and in consideration of their contributions to production of the Galvez Program. Further, WSRE is granted the right to produce additional copies of the Galvez Program in DVD format and to use such copies as thank you gifts in its pledge drives. WSRE is not granted the right to produce additional copies for sale.
9. Except for the licenses herein granted and the rights herein conferred, the full copyright and all rights and interests in the Galvez Program shall be solely owned by the University of West Florida, for and on behalf of the University of West Florida Board of Trustees.

10. This Memorandum of Understanding is effective May 1, 2012.

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

By: _____
Wilson B. Robertson, Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

Date: _____

By: _____
Deputy Clerk

This document approved as to form
and legal sufficiency

(SEAL)

By: _____
Title County Attorney
Date 5/29/12

WSRE TV FOUNDATION, INC.

By: _____
Its:
Date:

THE UNIVERSITY OF WEST FLORIDA

By: _____
Its:
Date:



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2612

County Administrator's Report 12. 11.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/07/2012

Issue: Purchase of Vehicles for Road Department

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Purchase of Vehicles for the Road Department - Amy Lovoy, Management and Budget Services Director

That the Board authorize the County to piggyback off the State of Florida Term Contracts #070-700-11-1 and #071-000-12-1, in accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications; Exemptions; and Section 46-64, Board approval, and award a Purchase Order for two-2012 Ford F-750 XL crew cab trucks, three-2012 Ford F-150 supercab, XL, 4x2, pick-up trucks, eight-2012 Ford F-150 super cab, XL, 4x4, pick-up trucks, two-2012 Ford F-550 regular cab, XL, chassis, one-2012 Ford F 550 crew cab 176 inch wheelbase, and one-2012 Ford F-550 crew cab 200 inch wheelbase, in accordance with the specifications, PD 11-12.037, to Hub City Ford-Mercury, Inc., dba Hub City Ford, Inc., in the amount of \$865,202.20.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 210402, Object Code 56401]

BACKGROUND:

The units described will replace older models currently used by the Road Department, Fleet Maintenance and Fuel Distribution. Assets to be replaced are, by number: 42474, 42476 (F-750's); 47407, 47408, 48181, 48358, 48386, 50456, 50535, 50536, 50537, 50538, 50875 (F-150's); 42477, 51827, 54219, 54220, (F-550's). The replacement F-150 models will be equipped with Compressed Natural Gas (CNG) capable engines/fuel systems in an effort to reduce future fuel expense to the County.

BUDGETARY IMPACT:

[Funding: Fund 175, Transportation Trust Fund, Cost Center 210402, Object Code 56401]

LEGAL CONSIDERATIONS/SIGN-OFF:

NA

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

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-2625

County Administrator's Report 12. 12.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/07/2012

Issue: Purchase of Vehicles for Engineering and Traffic

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Purchase of Vehicles for the Engineering and Traffic Departments - Amy Lovoy, Management and Budget Services Director

That the Board authorize the County to piggyback off the State of Florida Term Contract #071-000-12-1, in accordance with the Escambia County Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications; Exemptions; and Section 46-64, Board Approval, and award a Purchase Order for three-2012 Ford XL F-150XL super cab 4X4 pick-up trucks and one-2012 Ford F-150XL regular cab 4X2 pick-up, in accordance with the specifications, PD 11-12.036, to Hub City Ford-Mercury, Inc., dba Hub City Ford, Inc., in the amount of \$149,505.80.

[Fund: Fund 175, Transportation Trust Fund, Cost Centers 211201, 210402, 211602, and Object Code, 56401]

BACKGROUND:

The described units will replace older models currently in use by the Engineering and Traffic Departments. Assets to be replaced are, by number: 47320, 47355, 47466, and 48838. These replacement models will be equipped with Compressed Natural Gas (CNG) capable engines/fuel systems in an effort to reduce future fuel expense to the County.

BUDGETARY IMPACT:

[Funding: Fund 175, Transportation Trust Fund, Cost Centers 211201, 210402, 211602, Object Code 56401]

LEGAL CONSIDERATIONS/SIGN-OFF:

NA

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

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-2650

County Administrator's Report 12. 13.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/07/2012

Issue: Community Housing Development Organization Operating Expense Agreement with Circle, Inc.

From: Keith Wilkins, REP, Department Director

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Community Housing Development Organization Operating Expense Agreement with Circle, Inc. - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action concerning the Escambia Consortium 2011 HOME Investment Partnerships Program (HOME) Community Housing Development Organization (CHDO) Agreement with Circle, Inc. (Circle):

A. Approve entering into the CHDO Operating Expense Agreement with Circle to provide \$15,749 in 2011 HOME Program CHDO Operating Expense support; and

B. Authorize the Chairman or Vice Chairman to execute the CHDO Operating Expense Agreement and all related documents as required to implement the Agreement and provisions thereof.

[Funding: Fund 147/2011, HOME, Cost Center 220401]

BACKGROUND:

Annually, the Board approves an allocation from the Escambia Consortium HOME Investment Partnerships Program grant for CHDO operating support assistance to be provided to the three locally designated CHDO's: AMR at Pensacola, Inc. (AMR), Community Enterprise Investments, Inc. (CEII), and Circle, Inc. (Circle). The Board approved the 2011 Escambia Consortium Consolidated Plan incorporating the 2011 HOME Program allocation on August 4, 2011 (see Exhibit I). Currently, AMR, CEII, and Circle are the active local non profit corporations that meet the requirements for CHDO designation in accordance with provisions of the Federal HOME program. Circle's affordable housing activities include the development of affordable rental housing within the County. Circle continues to expand its capacity in HOME/CHDO rental development activities and related affordable housing and community redevelopment programs.

The HOME Regulations at 24 CFR Part 92 give the County authority to provide limited operating support to designated CHDO's enabling the organizations to develop staff and operating capacity to undertake affordable housing projects. Operating support is provided through the

2011 HOME allocation as approved locally and by the U.S. Department of Housing and Urban Development. The Agreement (see Exhibit II) specifies the various responsibilities and requirements for the use of HOME funds. HOME funds continue to decline as Federal HOME allocations diminish making the funding of this project uncertain beyond this fiscal year.

BUDGETARY IMPACT:

Funds are allocated in the County's FY 2012 budget in Fund 147/2011 HOME Cost Center. No County general revenue funds are required for this project.

LEGAL CONSIDERATIONS/SIGN-OFF:

This Agreement is utilized annually for CHDO related activities. Kristin Hual, Assistant County Attorney, reviewed and approved the Agreement.

PERSONNEL:

N/A.

POLICY/REQUIREMENT FOR BOARD ACTION:

Agreements with agencies involved in the delivery of HOME Program services must be approved by the Board.

IMPLEMENTATION/COORDINATION:

The Agreement and related implementation will be generally managed by Neighborhood Enterprise Foundation, Inc. (NEFI) in conjunction with Circle. Contract execution will be completed after Board approval and Circle will promptly begin actions required to initiate activities cited in the Agreement. All Project activities will be completed by Circle, including all related Federal requirements, within the term of this Agreement. Preparation of the Agreement has been coordinated by Circle.

Attachments

Ex I-AP Approval

Ex II-Agreement

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-14. Approval of Various Consent Agenda Items – Continued

8. See Page 39.
9. See Page 40.
10. Taking the following action concerning approval of the Escambia Consortium 2010-2014 Consolidated Plan and the 2011 Annual Action Plan (Funding: Fund 129/CDBG, Fund 147/HOME, and Fund 110/ESG – Cost Centers to be assigned):
 - A. Approving the Escambia Consortium 2010-2014 Consolidated Plan, providing goals, objectives, and strategies for housing, community development, and fair housing activities, during the period October 1, 2010, through September 30, 2015;
 - B. Approving the Escambia Consortium 2011 Annual Action Plan for Housing and Community Development, including the Escambia County 2011 Annual Plan, detailing use of 2011 Community Development Block Grant (CDBG) funds, in the amount of \$1,883,282; 2011 HOME Investment Partnerships Act (HOME) funds, in the amount of \$1,576,794; and 2011 Emergency Shelter Grant (ESG) Program funds, in the amount of \$91,599; and
 - C. Authorizing the County Administrator to execute all Escambia Consortium 2010-2014 Consolidated Plan and 2011 Annual Action Plan Forms, Certifications, and related documents, as required to submit the Plans to the U.S. Department of Housing and Urban Development (HUD), and authorizing the County Administrator or Chairman, as appropriate, to execute documents required to receive and implement the 2011 CDBG, 2011 HOME, and 2011 ESG Programs.

ESCAMBIA CONSORTIUM
2011-2012 HOME INVESTMENT PARTNERSHIPS ACT (HOME)
BUDGET AND ACTIVITIES DESCRIPTION
FOR MEMBER JURISDICTIONS

RECOMMENDED PROGRAM ACTIVITIES**FUNDING****ESCAMBIA COUNTY:****SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION****\$558,516**

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 7 to 8 severely substandard homeowner occupied housing units. (Escambia County)

CITY OF PENSACOLA:**SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION****\$316,852**

Provide assistance for low/moderate income families through Deferred Payment Grants, Deferred Payment Loans, Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of severely substandard single family homeowner occupied housing units. It is estimated that this funding will reconstruct approximately 3 to 4 housing units. (City of Pensacola)

SANTA ROSA COUNTY:**HOMEBUYER ASSISTANCE****\$232,232**

Provide down payment/closing cost or second mortgage (gap financing) assistance, through Deferred Payment Grants, Deferred Payment Loans, Low Interest Loans, or a combination thereof, to enable low/moderate income homebuyers to purchase an affordable home. It is estimated that this funding will assist 21-23 families. (Santa Rosa County)

JOINT HOME ACTIVITIES (CONSORTIUM-WIDE):**RENTAL HOUSING DEVELOPMENT (CHDO SET-ASIDE)****\$236,520**

Provide low interest and/or deferred loan assistance to partially support the costs for development of approximately 4 affordable rental or special needs housing units through activities of locally designated non-profit Community Housing Development Organizations (CHDO's) in Escambia or Santa Rosa County.

CHDO OPERATING EXPENSES**\$ 74,995**

Optional allocation to provide operating support to enhance capacity of locally designated CHDO's that: have a minimum of one year of documented experience in the development of affordable housing and are actively undertaking affordable housing activities for the benefit of the Consortium. Any residual funds from this category will be utilized for Escambia Substantial Housing Rehabilitation/Reconstruction.

ADMINISTRATION/MANAGEMENT (JOINT)**\$157,679**

Provides for oversight, management, monitoring and coordination of financial and general administration of the HOME Program in all participating jurisdictions.

TOTAL 2011 HOME FUNDS PROJECTED**\$ 1,576,794**

=====

CHDO OPERATING EXPENSE AGREEMENT

THIS AGREEMENT is made and entered into this 7th day of June , 2012, by and between the **COUNTY OF ESCAMBIA**, a political subdivision of the State of Florida, hereinafter referred to as the "**County**," and **CIRCLE, INC.**, a not for profit corporation organized under the laws of the State of Florida (FED ID #371447890), hereinafter referred to as the "**Recipient**," for the sole purpose of assisting Recipient through the HOME Operating Expense Project, (hereinafter referred to as "Project"), in developing the staff and operational capacity to produce affordable housing units in Escambia County.

W I T N E S S E T H

WHEREAS, the County is interested in the pursuit of community improvement and the assurance of adequate and affordable housing for all citizens in Escambia County, and

WHEREAS, CIRCLE, Inc. (Circle), is a non-profit Florida corporation established for the purpose of fostering economic improvement and community development in targeted neighborhoods, including the provision of rental and home ownership housing for lower income persons and families, and

WHEREAS, the County is the recipient of HOME Investment Partnerships Program grant funds made available through the U.S. Department of Housing and Urban Development, and

WHEREAS, a portion of said grant funding has been prioritized for use in providing affordable housing through a local Community Housing Development Organization, hereinafter referred to as "CHDO," and

WHEREAS, Circle's organizational structure fulfills the statutory requirements for designation as a local CHDO as specified in 24 CFR Part 92, Subpart G.

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged by each of the parties hereto, the parties to this agreement consent to the following:

ARTICLE I

Supervision

1. The Recipient agrees to perform the required services under the general coordination of the Neighborhood Enterprise Foundation, Inc., ("NEFI"), as designated agent for Escambia County.

1.1 The initial contract manager, responsible for coordination and administration of this agreement and attending regular meetings with the Recipient, are hereby designated as follows:

Contract Manager for County: Randy Wilkerson, Executive Director
Neighborhood Enterprise Foundation, Inc.
P. O. Box 18178
Pensacola, Florida 32523
Phone: (850) 458-0466
FAX: (850) 458-0464

1.2 Contract Coordinator for Recipient: Arthur Fletcher, President/CEO
Circle, Inc.
939 Massachusetts Avenue
Pensacola, Florida 32505
Phone: (850) 748-4828

ARTICLE II

Scope of Services

2. The Recipient agrees to implement the Project in accordance with the provisions of **EXHIBIT I**, attached and incorporated in this agreement.

2.1 The Recipient shall directly provide as a first priority those services required to acquire, rehabilitate, construct, and/or develop affordable single family homes and scattered site affordable rental units within the bounds of the blighted Palafox Community Redevelopment Areas established by the County on March 7, 1995, as subsequently amended; the City of Pensacola's Community Redevelopment Area; Neighborhood Stabilization Program Target Areas; and/or local Enterprise Zones as designated by the County or City of Pensacola. The Recipient has received and is familiar with the resolutions, legal descriptions and maps defining such areas as evidenced by the certification contained in EXHIBIT III. Recipient may also undertake housing production in other areas, but only to the extent that such production is expressly targeted to and initially occupied by families meeting the Low Income definition cited in EXHIBIT I of this agreement.

ARTICLE III

Funding

3. The County agrees to pay to Recipient an amount not to exceed \$ **15,749.00** payable solely from available 2011 HOME Program funds. County shall restrict the utilization of Project funds to those budgetary line items cited for the AMR CHDO Operating Expense Project incorporated as **EXHIBIT II** of this agreement, determined to be reasonable and necessary costs for operation of the CHDO, consistent with 24 CFR 92.208. Recipient shall document the utilization of the HOME funds solely for the purposes cited in this agreement.

3.1 The Recipient and County agree that the County shall disburse the HOME Program funds from Fund 147, the Escambia Consortium HOME Fund, as legally established within the budget accounts and records of the County. Said funds shall be disbursed only upon presentation of completely and accurately documented expenditure records and reports.

3.2 The County shall reimburse the Recipient from funds allocated in paragraph 3 above over the period of this contract for services provided under the terms, conditions and restrictions set forth in **EXHIBIT I** of this agreement, subject to submission of all support documentation with respect to expenses directly allocable to this HOME Project. Clear documentation shall be presented to NEFI for review and approval regarding reimbursement of HOME Operating Expense Project personnel costs, operating expenses, staff training and educational costs, and any other relevant documentation requested by the contract manager.

3.3 The method of payment shall be according to the Payment Schedule and Procedures, as described in **EXHIBIT I** of this agreement.

ARTICLE IV

Reporting

4. The Recipient shall provide copies of the Project Quarterly Report to the County (via NEFI), including a narrative summary of progress and financial statement described in **EXHIBIT I** of this agreement.

4.1 The Recipient shall use the form of Quarterly Report that has been approved by the County as described in **EXHIBIT I** of this agreement.

4.2 The report shall be due in January, April, July and October, and this obligation shall survive termination of this agreement and continue until all information concerning the project has been received by the County (via NEFI).

4.3 The report is due on the 10th day of the first month of each subsequent quarter, unless an alternative schedule is agreed upon by the parties. The Quarterly Report shall include all Project activities undertaken during the previous quarter.

4.4 The Recipient shall provide the County with additional information as may be required by state or federal agencies to substantiate HOME Program activities and/or Project expenditure eligibility.

ARTICLE V

Indemnification and Insurance Requirements

5 The Recipient shall act as an independent contractor, and not as an employee of the County; or its designated Agent, NEFI, in providing the aforementioned services. The Recipient shall hold harmless Escambia County, Neighborhood Enterprise Foundation, Inc., and their subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, liability and expenses in connection with the loss of life, bodily or personal injury, property damage, including loss or use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the performance of this agreement. The Recipient's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy or insurance.

5.1 The Recipient shall at all times during the tenure of this agreement maintain in full effect the following policies of insurance:

a. Commercial general liability insurance policy covering all acts of the Recipient in managing and implementing the activities described herein with combined single limits of \$1,000,000, including coverage for bodily injury, broad form property damage, personal injury, contractual liability, and independent contractors. The Recipient shall purchase on forms no more restrictive than the latest editions of the Comprehensive General Liability and Business Auto policies filed by the Insurance Services Office. The County and NEFI shall be Additional Insureds and such coverage shall be at least as broad as that provided to the Named Insured under the policy for the terms and conditions of this agreement. The County and/or NEFI shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company.

b. Automobile liability with combined single limits of \$500,000, including bodily injury and property damage arising out of operation, maintenance or use of all owned, hired and non-owned vehicles.

c. All worker's compensation and employers liability insurance required by applicable Florida law, and the responsibility of coverages of the Recipient.

All of the above policies shall be with carriers admitted to do business in the State of Florida. The Recipient shall have certificates of insurance forwarded to:

Escambia County
Office of Risk Management
P.O. Box 1591
Pensacola, Florida 32597

The certificates shall show the County and Neighborhood Enterprise Foundation, Inc. (NEFI), as additional insureds and the certificate holder shall provide that Escambia County shall be notified at least thirty (30) days in advance of policy cancellation, nonrenewal or adverse change or restriction in coverage. If required by the County, the Recipient shall furnish copies of the Recipient's insurance policies, forms, endorsements, jackets and other items forming a part of or relating to such policies. Certificates shall be on the "Certificate of Insurance" form equal to, as determined by the County, an ACORD 25. Any wording which would make notification of cancellation, adverse change or restriction in coverage to the County, an option shall be deleted or crossed out by the insurance carrier or the insurance carrier's agent or employee. The Recipient shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies acceptable to the County and shall file with the County Certificates of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to the County, the Recipient shall, upon instructions of the County, cease all operations under the agreement until directed by the County, in writing, to resume operations.

5.2 The Recipient required coverage shall be considered primary, and all other insurance shall be considered as excess, over and above the Recipient's coverage. The Recipient's policies of coverage will be considered primary related to all provisions of the agreement.

5.3 The Recipient agrees to pay on behalf of the County and NEFI, as well as provide a legal defense for the County and NEFI, both of which will be done only if and when requested by the County or NEFI, for all claims as described in Article V of this agreement. Such payment on the behalf of the County or NEFI shall be in addition to any and all other legal remedies available to the County or NEFI and shall not be considered to be the County or NEFI's exclusive remedy.

5.4 The Recipient and any of its associates, agents, insurers or subcontractors involved in the performance of this agreement must comply with all applicable federal, state and local laws and regulations governing environmental pollution control and abatement in effect on the date of execution of this agreement, as well as any other specific requirements stated elsewhere in this document. Recipient agrees to indemnify and hold harmless the County and NEFI, and their respective agents and employees, from and against any and all liability, claims, suits, losses, expenses, judgments, costs and damages, including those resulting from the negligence of the Recipient, its employees, agents, subcontractors, or other authorized representatives, which may arise as a result of the violation of any Environmental Law, Ordinance, Statute, Rule or other environmentally related legal requirement associated with the performance of the work defined in this agreement. Further, the Recipient assumes all legal and financial liability and the direct responsibility for assuring full and complete volunteer training and protection of the public, through the proper management, handling, removal, transportation and disposal of any hazardous materials, chemicals, wastes, or substances encountered by or used in the completion of the work in any way related to this agreement.

ARTICLE VI

Contract Period and Termination

6. This agreement shall be effective for the period beginning the **1st day of May, 2012, and shall terminate on December 31, 2012**, unless canceled sooner with or without cause, by any party giving thirty (30) days prior written notice of such cancellation. This agreement shall be non-renewable unless specifically authorized by official action of the parties hereto.

6.1 Provided, that if the contract manager agrees that Recipient has failed to satisfactorily perform its duties as set forth herein, or in the event that HOME Program funds fail to be or cease to be provided to the County, then the County may terminate this contract immediately without incurring any penalty, and shall be responsible to pay for services actually performed through the date of termination only.

6.2 The Recipient shall be subject to a performance review by the contract manager and/or alternate representatives of the County, at three (3), six (6) and nine (9) month intervals based upon the effective date of this agreement. The three (3) month review will be advisory in nature and designed to assist the Recipient in identifying impediments to effective implementation of the Project.

6.3 The six (6) month review shall examine the Recipient's level of accomplishment with respect to the Project activities and objectives stated in **EXHIBIT I** of this agreement. In the event of identified deficiencies, a written performance report shall be provided by the contract manager to the Recipient at the six (6) month interval, indicating any performance deficiencies or financial irregularities. Failure of the Recipient to address the written review comments within ten (10) days of the date of issuance shall be grounds for the County to suspend payments and provide notice of impending termination.

6.4 The nine (9) month review shall examine the participation achieved under the program, review concerns of any party and prepare for finalizing the Project.

ARTICLE VII

Accountability

7. The Recipient agrees to maintain personnel, financial, and other records and accounts as are necessary to properly account for all funds expended in performance of this agreement. Further, Recipient shall maintain programmatic records, housing production records, and client files documenting the full range of accomplishments achieved as a result of this CHDO Operating Expense Project.

7.1 These records and accounts shall be subject at all times to inspection, review, or audit for a period of five (5) years following the termination of this agreement unless said records are the subject of audit or litigation wherein they shall be retained indefinitely pending resolution of such review. Access to such records shall be provided to the County, the United States Department of Housing and Urban Development, or their representatives; or the Recipient shall transfer these records and accounts to the custody of the County in order to insure their accountability for such a period.

7.2 The Recipient shall be fully responsible and directly liable for the proper expenditure of all HOME Program funds provided to the Recipient through this agreement. In the event of misappropriation of HOME Program funds or the use of HOME Program funds for ineligible expenditures by the Recipient, said Recipient shall be liable for immediate repayment of improperly expended HOME Program funds to the County or U. S. Department of Housing and Urban Development as may be required.

ARTICLE VIII

Nepotism

8. The Recipient agrees to abide by the provisions of Section 112.3135, Florida Statutes, pertaining to nepotism in its performance, under this agreement.

ARTICLE IX

Civil Rights and Anti-Discrimination

9. The Recipient agrees to abide by the spirit and intent of the Civil Rights Act of 1964, as amended, and the Civil Rights Act of 1968, as amended, in that its operation under this contract is free of discrimination against its employees, persons, or groups of persons on the basis of race, color, sex, or national origin. Both of the said Civil Rights Acts are incorporated by reference herein.

9.1 All services associated with this project shall be made available to the public in a non-discriminatory manner. Services and access thereto shall be available without regard to race, creed, color, handicap, familial status, disability, marital status, religion, or national origin. The Recipient accepts sole responsibility for ensuring such non-discriminatory access to the services provided hereunder.

9.2 Recipient will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, physical handicap, or familial status. Such action shall include but not be limited to the following: employment, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The Recipient agrees to post in a conspicuous place notices setting forth the provision of this Equal Employment Opportunity clause.

ARTICLE X

Program Income

10. Project related assistance provided through this agreement shall be in the form of direct grant to the Recipient.

ARTICLE XI

Uniform Requirements

11. The Recipient shall comply with applicable provisions of the HOME Program regulatory requirements specified at 24 CFR Part 92 and all applicable provisions of OMB Circular A-122 and 24 CFR Part 84 with regard to management and implementation of the Project. By execution of the certification contained in **EXHIBIT V** of this agreement recipient acknowledges receipt and familiarity with 24 CFR Part 92; OMB Circular A-122; and 24 CFR Part 84. The omission of an applicable regulatory reference shall not relieve Recipient of the responsibility to fully familiarize itself with all governing regulations applicable to this Project. The Recipient agrees to comply with any amendments or revisions to said rules, regulatory provisions or directives as may be promulgated by the U. S. Department of Housing and Urban Development.

ARTICLE XII

Procurement

12. The Recipient shall be required to utilize procurement procedures which minimally conform to provisions of OMB Circular A-122, or the Recipient's written procurement policy, whichever is more restrictive.

ARTICLE XIII

General Provisions

13. The Recipient accepts these funds so appropriated in accordance with the terms of this agreement, and agrees that the contents of **EXHIBITS I, II, III, IV** and **V** are part and parcel of this agreement and hold the same legal authority as the Agreement. Further, the Recipient agrees:

13.1 To abide by Chapter 119, Florida Statutes, and successors thereto, all of which are hereby referred to and incorporated by reference herein;

13.2 To permit and facilitate such audits by Escambia County, designated independent auditing firm(s) or their authorized representatives as may be required in relation to this agreement;

13.3 To produce all documents upon request by the County or the authorized representatives of each;

13.4 To secure an annual audit by an independent Certified Public Account and provide a copy of said audit and any responses thereto to the County within sixty (60) days of the end of the Recipients' corporate accounting year.

13.5 AMR at Pensacola, Inc. is a chartered Florida not for profit corporation with 501(c)(3) tax exempt designation by the U.S. Department of the Treasury, Internal Revenue Service, as evidenced by documents contained in **EXHIBIT IV** of this agreement. Further, AMR at Pensacola, Inc. currently meets the requirements for designation as a Community Housing Development Organization ("CHDO"), as defined by the HOME Regulations at 24 CFR Part 92.2, and the Recipient is a current recipient of HOME CHDO funds. AMR at Pensacola, Inc. shall maintain its status for the duration of this agreement.

ARTICLE XIV

Understanding of Terms

14.1 This agreement represents the entire and integrated agreement between the County and the Recipient and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by the Recipient and County or in accordance with the provisions contained in this document.

14.2 This agreement is executed in Escambia County, State of Florida, and shall be construed under the laws of the State of Florida, and the parties agree that any action relating to this agreement shall be instituted and prosecuted in the courts of the County of Escambia, State of Florida, and each party waives the right to change of venue. Further, it is mutually understood and agreed that this agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance.

14.3 It is understood and agreed by the parties that if any part, term, or provision of this agreement is held by the Courts to be illegal or in conflict with any law of the State where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular part, term, or provision held to be invalid.

14.4 The clause headings appearing in this agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

14.5 All notices under this agreement shall be in writing, and shall be sent by certified mail to the parties identified in paragraph 1.1 and 1.2 above.

14.6 Each individual executing this agreement on behalf of a corporate or governmental party represents and warrants that he/she is duly authorized to execute and deliver this agreement on behalf of said party, in accordance with a duly adopted action of the governing Board of said party in accordance with applicable law, and that this agreement is binding upon said party in accordance with its terms.

**ESCAMBIA COUNTY, a political Subdivision
of the State of Florida, by and through its
BOARD OF COUNTY COMMISSIONERS**

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Deputy Clerk

By: _____
Wilson B. Robertson, Chairman

BCC Approved: June 7, 2012

Escambia County Legal Department Approval:

This document approved as to form
and legal sufficiency.

By: Kristen Hual

Title: HCL

Date: 5/4/12

**CIRCLE, INC., a not for profit
corporation chartered in the State of Florida**

ATTEST:

Corporate Secretary

By: _____
President

Print Name: _____

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by _____, President, Circle, Inc., a not for profit corporation, who did not take an oath and who:

___ is/are personally known to me.

___ produced current Florida driver's license as identification.

___ produced current _____ as identification.

Signature of Notary Public

(Notary Seal must be affixed)

Name of Notary Printed
My Commission Expires: _____
Commission Number: _____

**SPECIFIC TERMS AND CONDITIONS FOR
CIRCLE CHDO OPERATING EXPENSE PROJECT**

RECIPIENT NAME: CIRCLE, INC.

I. SCOPE OF SERVICES

A. Circle, Inc. ("Recipient") shall provide affordable housing production services under the terms, conditions, requirements and denoted responsibilities of this agreement. The County agrees to make available up to **\$ 15,749.00** in **2011 HOME Program** funds for the sole purpose of assisting Recipient's efforts to develop the staff and operational capacity to initiate the production of affordable housing units targeting homebuyers or renters through acquisition, acquisition/rehabilitation and/or new construction activities. Said housing production activities shall be limited to Escambia County, and priority shall be afforded to the Palafox Community Redevelopment Area ("CRA"); County and City Enterprise Zones; Neighborhood Stabilization Program target areas; and other areas targeted for affordable housing production as officially designated or authorized by the Escambia County Board of County Commissioners, and Pensacola City Council, respectively.

B. The HOME funds provided through this agreement are restricted to the items cited in the Project budget incorporated in **EXHIBIT II** of this agreement.

C. Housing production activities associated with this Project agreement shall be limited to activities benefiting: (1) the designated priority CRA "low-income neighborhoods" evidencing slum and blight as cited above; or (2) documented low income families who reside or will reside within the geographic boundaries of Escambia County, Florida.

D. For purposes of this agreement, a "Low Income" family is defined as a family with total "gross" income from all sources equal to or below eighty percent (80%) of the Pensacola "MSA" median income adjusted for family size (current **2011** income limits are included in this section for reference). "Low-income neighborhood" is defined as a neighborhood that has at least 51 percent of its households at or below 80% of Pensacola MSA median income, adjusted for family size. The Contract Manager shall annually provide updated income eligibility guidelines for use by the Recipient in carrying out the requirements of this agreement.

II. OBJECTIVES

A. The Recipient shall secure competent staff and take steps to operationalize an affordable housing production program within the term of this agreement, and shall provide related reports as stipulated in Section V below. In addition to these operational and capacity enhancements, during the term of this agreement, Recipient shall focus on the development of housing tax credit or similarly financed rental housing within the designated CRA low income neighborhoods or other targeted areas as specified in this agreement; or for initial occupancy by low income families within Escambia County. Affordability shall be defined to require that total housing costs for principal, interest, taxes and insurance ("PITI") shall not exceed thirty percent (30%) of gross family income. New or rehabilitated housing units shall be constructed or rehabilitated generally in accordance with governing standards promulgated by the Florida Building Code.

B. By accepting CHDO operating funds, Recipient maintains that it currently has a contract commitment with the County for an eligible CHDO set aside project or that it will have a project commitment no later than 24 months from the date of this agreement (24 CFR 92.300(e))

III. SERVICES

A. Recipient shall develop forms, policies, client intake and tracking form(s), homebuyer processing procedures, financial record keeping controls, and other methods to document beneficiaries, Project costs, and proper utilization of HOME Project funds.

B. Recipient shall secure non-HOME financial and non-financial resources as needed to produce a minimum development of housing tax credit or similarly financed rental housing within the term of this agreement. HOME funds provided under this agreement shall not be utilized for payment of direct costs for acquisition, rehabilitation or construction of housing.

IV. RECIPIENT INFORMATION

RECIPIENT: Circle, Inc.
939 Massachusetts Ave
Pensacola, Florida 32505

CONTACT PERSON: Arthur L. Fletcher
PHONE: (850) 748-4828

V. QUARTERLY REPORTS

A. Recipient shall prepare and provide to the contract manager a report of Project activities no less frequently than quarterly (the "Quarterly Report"). The duty to provide Quarterly Reports shall survive termination of this agreement until received by the County, or its agent, NEFI.

B. The Quarterly Report shall contain a narrative on the progress of the Project and a financial statement on expenditures made during the reporting period and shall be in the form provided herein.

C. Failure to submit the Quarterly Report narrative, financial reports or financial documentation shall be deemed good cause for withholding further payment to the Recipient.

VI. AUDIT REQUIREMENTS

The Recipient shall provide the contract manager with an audit report showing the financial affairs of the Recipient for the accounting period(s) encompassed by the term of this agreement. The audit period shall conform to the Corporation's designated accounting year.

VII. PAYMENT SCHEDULE AND PROCEDURE

A. As a pre-condition to payment by the County hereunder, not more often than monthly, the Recipient shall submit a written reimbursement request CHDO Operating Expense Project funds by presenting to the contract manager all supporting documentation detailing items for reimbursement. The contract manager shall review the documentation and shall process the request for payment unless deficiencies are detected, whereupon the contract manager will immediately notify Recipient of the deficiency. The County shall pay the eligible HOME reimbursement to the Recipient within fifteen (15) days of the date the payment voucher is received in the Clerk of the Circuit Court's Finance Office.

VIII. PROJECT EVALUATION, MONITORING AND REVIEW

A. The Project will be monitored continuously based upon the documentation submitted by Recipient. Additionally, the County's agent, NEFI, will review the Project at three (3), six (6) and nine (9) month intervals. The Recipient shall provide Project related information to the contract manager to assist in the review and will be responsible for compliance with the terms of this agreement.

B. The County shall review and evaluate Recipient's performance under this agreement and the effectiveness of the Project in producing affordable housing units. If found to be ineffective, modification may be made to this agreement or this Agreement may be terminated according to the provisions contained in Section 6.1 of the agreement.

ESCAMBIA/PENSACOLA MAXIMUM INCOME ELIGIBILITY LIMITS

(Effective December 1, 2011)

# PERSONS IN FAMILY	EXTREMELY LOW INCOME (30% OF MEDIAN)	VERY LOW INCOME (50% OF MEDIAN)	LOW INCOME (80% OF MEDIAN)	MODERATE INCOME (120% OF MEDIAN)
1	\$12,450	\$20,750	\$33,150	\$49,750
2	14,200	23,700	37,900	56,850
3	16,000	26,650	42,650	63,950
4	17,750	29,600	47,350	71,050
5	19,200	32,000	51,150	76,700
6	20,600	34,350	54,950	82,400
7	22,050	36,750	58,750	88,100
8	23,450	39,100	62,550	93,750

QUARTERLY STATUS REPORT

REPORT # _____

TO: ESCAMBIA/PENSACOLA HOME PROGRAM

FROM: CIRCLE, INC.

DATE: _____

RE: PROJECT: HOME CHDO OPERATING EXPENSE PROJECT
CONTRACT: 2011/2012 CIRCLE OPERATING

QUARTER: October-December April-June
January-March July-September

I. PROGRESS REPORT

A. DESCRIBE IN DETAIL WHAT TYPES OF ACTIVITIES HAVE BEEN ACCOMPLISHED.

B. GIVE A COMPLETE LISTING OF THE AGENCIES OR INDIVIDUALS PARTICIPATING IN RECIPIENT ACTIVITIES AND THEIR INVOLVEMENT.

C. IDENTIFY ANY PERTINENT INFORMATION CONCERNING THE PROJECT'S PROGRESS OR PROJECT FUNDING. (IDENTIFY ANY PROBLEMS OR CONCERNS)

QUARTERLY FINANCIAL REPORT

AGENCY: CIRCLE, INC.

CONTRACT AMOUNT: \$ 15,749.00

Reporting Period (Quarter): 2011/2012
October-December
January-March
April-June
July-September

EXPENDITURES: _____

<u>EXPENDITURES BY LINE ITEM</u>	<u>HOME REIMBURSEMENT REQUESTED</u>
_____	_____
_____	_____
_____	_____
_____	_____
Total expenditures this period	\$ _____
Remaining contract amount	\$ _____
Balance end of this reporting period	\$ _____

Comments _____

I certify, that to the best of my knowledge, the financial and client data reported is true and correct.

Authorized Signature

Date

Position

EXHIBIT II

HOME CHDO OPERATING EXPENSE PROJECT BUDGET

**CIRCLE, INC.
2011/2012 HOME CHDO OPERATING ASSISTANCE
PROJECT BUDGET**

Salary/Fringe Benefits	\$ 15,000.00
Consultant/Professional Services	749.00
TOTAL BUDGET	\$ 15,749.00
	=====

***[Funds may be transferred between line items shown
above upon written request of the Recipient and written approval of NEFI]***

EXHIBIT III

DOCUMENTATION CONCERNING:

1. DESIGNATED COMMUNITY REDEVELOPMENT AREAS:

**COUNTY: WARRINGTON, BROWNSVILLE, ENGLEWOOD,
PALAFOX and BARRANCAS**

CITY: PENSACOLA URBAN AREA REDEVELOPMENT AREA

**2. DESIGNATED ENTERPRISE ZONE (ESCAMBIA COUNTY AND CITY OF
PENSACOLA)**

3. DESIGNATED URBAN INFILL AREAS

4. DESIGNATED NEIGHBORHOOD STABILIZATION PROGRAM TARGET AREAS

**CERTIFICATION AND ACKNOWLEDGEMENT
REGARDING PRIORITY AREAS FOR HOUSING DEVELOPMENT**

This certification acknowledges receipt of maps and legal descriptions of the various targeted areas identified in this agreement for purposes of implementation of the activities financed by Escambia County and the City of Pensacola. I/We have received, reviewed, and understand the maps and legal descriptions delineating the following areas within Escambia County and the City of Pensacola.

1. DESIGNATED COMMUNITY REDEVELOPMENT AREAS:

**COUNTY: WARRINGTON, BROWNSVILLE, ENGLEWOOD,
PALAFOX and BARRANCAS**

CITY: PENSACOLA URBAN AREA REDEVELOPMENT AREA

2. DESIGNATED ENTERPRISE ZONES (ESCAMBIA COUNTY AND CITY OF PENSACOLA)

3. DESIGNATED URBAN INFILL AREAS

3. DESIGNATED NEIGHBORHOOD STABILIZATION PROGRAM TARGET AREAS

Acknowledged by:

CIRCLE, Inc.

By: _____

Date: _____

EXHIBIT IV

**DOCUMENTATION OF NON-PROFIT STATUS
CIRCLE, INC.**



Detail by Entity Name

Florida Non Profit Corporation

CIRCLE, INC.

Filing Information

Document Number N02000008249
FEI/EIN Number 371447890
Date Filed 10/28/2002
State FL
Status ACTIVE
Last Event AMENDMENT
Event Date Filed 03/10/2003
Event Effective Date NONE

Principal Address

940 MASSACHUSETTS AVE.
PENSACOLA FL 32505

Changed 02/12/2009

Mailing Address

940 MASSACHUSETTS AVE.
PENSACOLA FL 32505

Changed 02/12/2009

Registered Agent Name & Address

FLETCHER, ARTHUR L
1501 W. NINE-AND-ONE-HALF MILE RD.
CANTONMENT FL 32533 US

Officer/Director Detail

Name & Address

Title P

FLETCHER, ARTHUR L
1501 W. 9 1/2 MILE ROAD
CANTONMENT FL 32533 US

Title VP

FLETCHER, PAMELA G
1501 W NINE-AND-ONE-HALF MILE ROAD
CANTONMENT FL 32533 US

Title D

MCCALL, CAPUS I

1707 E. ANDERSON
PENSACOLA FL 32503 US

Annual Reports

Report Year	Filed Date
2010	01/11/2010
2011	02/21/2011
2012	02/08/2012

EXHIBIT V

**HOME PROGRAM FORMS AND ACKNOWLEDGEMENT
OF RECEIPT OF GOVERNING RULES AND REGULATIONS
AND OMB CIRCULAR A-12**

ANTI-LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS
AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form To Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____

Certifying Official
President, Circle, Inc.

Date: _____

CERTIFICATION REGARDING DRUG-FREE REQUIREMENTS

CIRCLE, INC. certifies that it will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibitions;
- (b) Establishing a drug-free awareness program to inform employees about-
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employer in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;
- (e) Notifying HUD within 10 days after receiving notice under subparagraph (d) (2) from an employer or otherwise receiving actual notice of such conviction;
- (f) taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted-
 - (1) taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- (g) making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

PLACE OF PERFORMANCE
FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Company: Circle, Inc. Date: _____

Grant Program Name: HOME Investment Partnerships Program (HOME)

Grant Number: M-11-DC-12-0225

Circle, Inc. shall insert in the space provided below the site(s) expected to be used for the performance of work under the grant covered by the certification:

PLACE OF PERFORMANCE (Including street address, city, county, state, and zip code for each site):

Circle, Inc.
939 Massachusetts Avenue
Pensacola, Florida 32505

Total estimated number of employees expected to be engaged in the performance of the grant at the site(s) noted above:

Four (4)

SIGNED: _____
Certifying Officer

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature: _____
Name:
Title: President

CHDO Operating Assistance
Project Name
N/A
Project Number

Firm/Agency: Circle, Inc.
Street Address: 939 Massachusetts Avenue
Pensacola, Florida 32505

CERTIFICATION OF RECEIPT
HOME PROGRAM RULES AND REGULATIONS
AND OMB CIRCULAR A-122

I/We hereby certify and affirm that Escambia County has provided this agency with a complete copy of the current HOME Program Regulations at 24 CFR Part 92, a copy of OMB Circular A-122, and copies of any amendments to the governing regulations, as may be applicable to the activities to be provided through this Agreement. I/We have reviewed the various regulations and requirements and understand the requirements which govern the HOME funding provided under this Agreement. I/We also understand that clarification of any uncertainties regarding the application of the requirements related thereto should be resolved by contacting the Contract Manager denoted in this Agreement. If the Contract Manager cannot resolve the question, the issue will be submitted to the U. S. Department of Housing and Community Development for review and resolution.

Additionally, I/We have received a complete copy of the HOME (and Section 8) Income Compliance Manual and have reviewed the document to ensure compliance in the implementation of activities provided through this Agreement.

This certification is provided in lieu of including the entire text of the governing regulations in this Exhibit. I/We understand that additional copies of the entire text of the Regulations, OMG Circular, and/or Income Compliance Manual will be promptly provided upon written request directed to the Contract Manager by this recipient.

Recipient also affirms that it has received a copy of the Federal Register dated December 16, 2011 (available online at <http://www.gpo.gov/fdsys/pkg/FR-2011-12-16/pdf/2011-31778.pdf>) containing the HOME Program Proposed Rule. Any changes resulting from the final program rule as applicable to this agreement will be incorporated herein at such time as approved by HUD.

HOME Program Funding Recipient:

Circle, Inc.

By: _____

Date: _____



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2649

County Administrator's Report 12. 14.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/07/2012

Issue: Community Housing Development Organization Operating Expense Agreement with Community Enterprise Investments, Inc.

From: Keith Wilkins, REP, Department Director

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Community Housing Development Organization Operating Expense Agreement with Community Enterprise Investments, Inc. - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action concerning the Escambia Consortium 2011 HOME Investment Partnerships Program (HOME) Community Housing Development Organization (CHDO) Expense Agreement with Community Enterprise Investments, Inc. (CEII):

A. Approve entering into the CHDO Operating Expense Agreement with CEII to provide \$43,497 in 2011 HOME Program CHDO Operating Expense support; and

B. Authorize the Chairman or Vice Chairman to execute the CHDO Operating Expense Agreement and all related documents as required to implement the Agreement and provisions thereof.

[Funding: Fund 147/2011, HOME, Cost Center 220401]

BACKGROUND:

Annually, the Board approves an allocation from the Escambia Consortium HOME Investment Partnerships Program grant for CHDO operating support assistance to be provided to the three locally designated CHDO's: AMR at Pensacola, Inc. (AMR), Community Enterprise Investments, Inc. (CEII), and Circle, Inc. (Circle). The Board approved the 2011 Escambia Consortium Consolidated Plan incorporating the 2011 HOME Program allocation on August 4, 2011 (see Exhibit I). Currently, AMR, CEII, and Circle are the active local non profit corporations that meet the requirements for CHDO designation in accordance with provisions of the Federal HOME program. CEII's affordable housing activities include the development of affordable homeownership as well as ownership of rental housing within the County and the City of Pensacola. CEII continues to expand its capacity in homebuyer education and counseling activities, the NSP Acquisition/Rehabilitation Program, HOME/CHDO rental development activities, and related affordable housing and community redevelopment programs.

The HOME Regulations at 24 CFR Part 92 give the County authority to provide limited operating support to designated CHDO's enabling the organizations to develop staff and operating

capacity to undertake affordable housing projects. Operating support is provided through the 2011 HOME allocation as approved locally and by the U.S. Department of Housing and Urban Development. The Agreement (see Exhibit II) specifies the various responsibilities and requirements for the use of HOME funds. HOME funds continue to decline as Federal HOME allocations diminish making the funding of this project uncertain beyond this fiscal year.

BUDGETARY IMPACT:

Funds are allocated in the County's FY 2012 budget in Fund 147/2011 HOME Cost Center. No County general revenue funds are required for this project.

LEGAL CONSIDERATIONS/SIGN-OFF:

This Agreement is utilized annually for CHDO related activities. Kristin Hual, Assistant County Attorney, reviewed and approved the Agreement.

PERSONNEL:

N/A.

POLICY/REQUIREMENT FOR BOARD ACTION:

Agreements with agencies involved in the delivery of HOME Program services must be approved by the Board.

IMPLEMENTATION/COORDINATION:

The Agreement and related implementation will be generally managed by Neighborhood Enterprise Foundation, Inc. (NEFI) in conjunction with CEII. Contract execution will be completed after Board approval and CEII will promptly begin actions required to initiate activities cited in the Agreement. All Project activities will be completed by CEII, including all related Federal requirements, within the term of this Agreement. Preparation of the Agreement has been coordinated by CEII.

Attachments

Ex I-AP Approval

Ex II-Agreement

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-14. Approval of Various Consent Agenda Items – Continued

8. See Page 39.
9. See Page 40.
10. Taking the following action concerning approval of the Escambia Consortium 2010-2014 Consolidated Plan and the 2011 Annual Action Plan (Funding: Fund 129/CDBG, Fund 147/HOME, and Fund 110/ESG – Cost Centers to be assigned):
 - A. Approving the Escambia Consortium 2010-2014 Consolidated Plan, providing goals, objectives, and strategies for housing, community development, and fair housing activities, during the period October 1, 2010, through September 30, 2015;
 - B. Approving the Escambia Consortium 2011 Annual Action Plan for Housing and Community Development, including the Escambia County 2011 Annual Plan, detailing use of 2011 Community Development Block Grant (CDBG) funds, in the amount of \$1,883,282; 2011 HOME Investment Partnerships Act (HOME) funds, in the amount of \$1,576,794; and 2011 Emergency Shelter Grant (ESG) Program funds, in the amount of \$91,599; and
 - C. Authorizing the County Administrator to execute all Escambia Consortium 2010-2014 Consolidated Plan and 2011 Annual Action Plan Forms, Certifications, and related documents, as required to submit the Plans to the U.S. Department of Housing and Urban Development (HUD), and authorizing the County Administrator or Chairman, as appropriate, to execute documents required to receive and implement the 2011 CDBG, 2011 HOME, and 2011 ESG Programs.

ESCAMBIA CONSORTIUM
2011-2012 HOME INVESTMENT PARTNERSHIPS ACT (HOME)
BUDGET AND ACTIVITIES DESCRIPTION
FOR MEMBER JURISDICTIONS

RECOMMENDED PROGRAM ACTIVITIES**FUNDING****ESCAMBIA COUNTY:****SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION****\$558,516**

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 7 to 8 severely substandard homeowner occupied housing units. (Escambia County)

CITY OF PENSACOLA:**SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION****\$316,852**

Provide assistance for low/moderate income families through Deferred Payment Grants, Deferred Payment Loans, Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of severely substandard single family homeowner occupied housing units. It is estimated that this funding will reconstruct approximately 3 to 4 housing units. (City of Pensacola)

SANTA ROSA COUNTY:**HOMEBUYER ASSISTANCE****\$232,232**

Provide down payment/closing cost or second mortgage (gap financing) assistance, through Deferred Payment Grants, Deferred Payment Loans, Low Interest Loans, or a combination thereof, to enable low/moderate income homebuyers to purchase an affordable home. It is estimated that this funding will assist 21-23 families. (Santa Rosa County)

JOINT HOME ACTIVITIES (CONSORTIUM-WIDE):**RENTAL HOUSING DEVELOPMENT (CHDO SET-ASIDE)****\$236,520**

Provide low interest and/or deferred loan assistance to partially support the costs for development of approximately 4 affordable rental or special needs housing units through activities of locally designated non-profit Community Housing Development Organizations (CHDO's) in Escambia or Santa Rosa County.

CHDO OPERATING EXPENSES**\$ 74,995**

Optional allocation to provide operating support to enhance capacity of locally designated CHDO's that: have a minimum of one year of documented experience in the development of affordable housing and are actively undertaking affordable housing activities for the benefit of the Consortium. Any residual funds from this category will be utilized for Escambia Substantial Housing Rehabilitation/Reconstruction.

ADMINISTRATION/MANAGEMENT (JOINT)**\$157,679**

Provides for oversight, management, monitoring and coordination of financial and general administration of the HOME Program in all participating jurisdictions.

TOTAL 2011 HOME FUNDS PROJECTED**\$ 1,576,794**

=====

CHDO OPERATING EXPENSE AGREEMENT

THIS AGREEMENT is made and entered into this 7th day of June, 2012, by and between the **COUNTY OF ESCAMBIA**, a political subdivision of the State of Florida, hereinafter referred to as the "**County**," and **COMMUNITY ENTERPRISE INVESTMENTS, INC.**, a not for profit corporation organized under the laws of the State of Florida (FED ID #59-1586520), hereinafter referred to as the "**Recipient**," for the sole purpose of assisting Recipient through the HOME Operating Expense Project, (hereinafter referred to as "Project"), in developing the staff and operational capacity to produce affordable ownership and rental housing units in Escambia County.

W I T N E S S E T H

WHEREAS, the County is interested in the pursuit of community improvement and the assurance of adequate and affordable housing for all citizens in Escambia County, and

WHEREAS, Community Enterprise Investments, Inc. (CEII) is a non-profit Florida corporation established for the purpose of fostering economic improvement and community development in targeted neighborhoods, including the provision of rental and home ownership housing for lower income persons and families, and

WHEREAS, the County is the recipient of HOME Investment Partnerships Program grant funds made available through the U.S. Department of Housing and Urban Development, and

WHEREAS, a portion of said grant funding has been prioritized for use in providing affordable housing through a local Community Housing Development Organization, hereinafter referred to as "CHDO," and

WHEREAS, CEII's organizational structure fulfills the statutory requirements for designation as a local CHDO as specified in 24 CFR Part 92, Subpart G.

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged by each of the parties hereto, the parties to this agreement consent to the following:

ARTICLE I

Supervision

1. The Recipient agrees to perform the required services under the general coordination of the Neighborhood Enterprise Foundation, Inc., ("NEFI"), as designated agent for Escambia County.

1.1 The initial contract manager, responsible for coordination and administration of this agreement and attending regular meetings with the Recipient, are hereby designated as follows:

Contract Manager for County: Randy Wilkerson, Executive Director
Neighborhood Enterprise Foundation, Inc.
P. O. Box 18178
Pensacola, Florida 32523
Phone: (850) 458-0466
FAX: (850) 458-0464

Contract Coordinator for
Recipient:

James Oleksak, Executive Director
Community Enterprise Investments, Inc.
302 North Barcelona Street
Pensacola, Florida 32501
Phone: (850) 595-6234
FAX: (850) 595-6264

ARTICLE II

Scope of Services

2. The Recipient agrees to implement the Project in accordance with the provisions of **EXHIBIT I**, attached and incorporated in this agreement.

2.1 The Recipient shall directly provide as a first priority those services required to acquire, rehabilitate, construct, and/or develop affordable single family homes and scattered site affordable rental units within the bounds of the blighted Warrington, Englewood, Brownsville, Barrancas, and Palafox Community Redevelopment Areas established by the County on March 7, 1995, as subsequently amended; the City of Pensacola's Community Redevelopment Area; and/or local Enterprise Zones as designated by the County or City of Pensacola. The Recipient has received and is familiar with the resolutions, legal descriptions and maps defining such areas as evidenced by the certification contained in EXHIBIT III. Recipient may also undertake housing production in other areas, but only to the extent that such production is expressly targeted to and initially occupied by families meeting the Low Income definition cited in EXHIBIT I of this agreement.

ARTICLE III

Funding

3. The County agrees to pay to Recipient an amount not to exceed **\$43,497.00** payable solely from available 2011 HOME Program funds. County shall restrict the utilization of Project funds to those budgetary line items cited for the CEII CHDO Operating Expense Project incorporated as **EXHIBIT II** of this agreement, determined to be reasonable and necessary costs for operation of the CHDO, consistent with 24 CFR 92.208. Recipient shall document the utilization of the HOME funds solely for the purposes cited in this agreement.

3.1 The Recipient and County agree that the County shall disburse the HOME Program funds from Fund 147, the Escambia Consortium HOME Fund, as legally established within the budget accounts and records of the County. Said funds shall be disbursed only upon presentation of completely and accurately documented expenditure records and reports.

3.2 The County shall reimburse the Recipient from funds allocated in paragraph 3 above over the period of this contract for services provided under the terms, conditions and restrictions set forth in **EXHIBIT I** of this agreement, subject to submission of all support documentation with respect to expenses directly allocable to this HOME Project. Clear documentation shall be presented to NEFI for review and approval regarding reimbursement of HOME Operating Expense Project personnel costs, operating expenses, staff training and educational costs, and any other relevant documentation requested by the contract manager.

3.3 The method of payment shall be according to the Payment Schedule and Procedures, as described in **EXHIBIT I** of this agreement.

ARTICLE IV

Reporting

4. The Recipient shall provide copies of the Project Quarterly Report to the County (via NEFI), including a narrative summary of progress and financial statement described in **EXHIBIT I** of this agreement.

4.1 The Recipient shall use the form of Quarterly Report that has been approved by the County as described in **EXHIBIT I** of this agreement.

4.2 The report shall be due in January, April, July and October, and this obligation shall survive termination of this agreement and continue until all information concerning the project has been received by the County (via NEFI).

4.3 The report is due on the 10th day of the first month of each subsequent quarter, unless an alternative schedule is agreed upon by the parties. The Quarterly Report shall include all Project activities undertaken during the previous quarter.

4.4 The Recipient shall provide the County with additional information as may be required by state or federal agencies to substantiate HOME Program activities and/or Project expenditure eligibility.

ARTICLE V

Indemnification and Insurance Requirements

5 The Recipient shall act as an independent contractor, and not as an employee of the County; or its designated Agent, NEFI, in providing the aforementioned services. The Recipient shall hold harmless Escambia County, Neighborhood Enterprise Foundation, Inc., and their subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, liability and expenses in connection with the loss of life, bodily or personal injury, property damage, including loss or use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the performance of this agreement. The Recipient's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy or insurance.

5.1 The Recipient shall at all times during the tenure of this agreement maintain in full effect the following policies of insurance:

a. Commercial general liability insurance policy covering all acts of the Recipient in managing and implementing the activities described herein with combined single limits of \$1,000,000, including coverage for bodily injury, broad form property damage, personal injury, contractual liability, and independent contractors. The Recipient shall purchase on forms no more restrictive than the latest editions of the Comprehensive General Liability and Business Auto policies filed by the Insurance Services Office. The County and NEFI shall be Additional Insureds and such coverage shall be at least as broad as that provided to the Named Insured under the policy for the terms and conditions of this agreement. The County and/or NEFI shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company.

b. Automobile liability with combined single limits of \$500,000, including bodily injury and property damage arising out of operation, maintenance or use of all owned, hired and non-owned vehicles.

c. All worker's compensation and employers liability insurance required by applicable Florida law, and the responsibility of coverages of the Recipient.

All of the above policies shall be with carriers admitted to do business in the State of Florida. The Recipient shall have certificates of insurance forwarded to:

Escambia County
Office of Risk Management
P.O. Box 1591
Pensacola, Florida 32597

The certificates shall show the County and Neighborhood Enterprise Foundation, Inc. (NEFI), as an additional insured and the certificate holder shall provide that Escambia County shall be notified at least thirty (30) days in advance of policy cancellation, nonrenewal or adverse change or restriction in coverage. If required by the County, the Recipient shall furnish copies of the Recipient's insurance policies, forms, endorsements, jackets and other items forming a part of or relating to such policies. Certificates shall be on the "Certificate of Insurance" form equal to, as determined by the County, an ACORD 25. Any wording which would make notification of cancellation, adverse change or restriction in coverage to the County, an option shall be deleted or crossed out by the insurance carrier or the insurance carrier's agent or employee. The Recipient shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies acceptable to the County and shall file with the County Certificates of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to the County, the Recipient shall, upon instructions of the County, cease all operations under the agreement until directed by the County, in writing, to resume operations.

5.2 The Recipient required coverage shall be considered primary, and all other insurance shall be considered as excess, over and above the Recipient's coverage. The Recipient's policies of coverage will be considered primary s related to all provisions of the agreement.

5.3 The Recipient agrees to pay on behalf of the County and NEFI, as well as provide a legal defense for the County and NEFI, both of which will be done only if and when requested by the County and/or NEFI, for all claims as described in Article V of this agreement. Such payment on the behalf of the County or NEFI shall be in addition to any and all other legal remedies available to the County or NEFI and shall not be considered to be the County or NEFI's exclusive remedy.

5.4 The Recipient and any of its associates, agents, insurers or subcontractors involved in the performance of this agreement must comply with all applicable federal, state and local laws and regulations governing environmental pollution control and abatement in effect on the date of execution of this agreement, as well as any other specific requirements stated elsewhere in this document. Recipient agrees to indemnify and hold harmless the County and NEFI, and their respective agents and employees, from and against any and all liability, claims, suits, losses, expenses, judgments, costs and damages, including those resulting from the negligence of the Recipient, its employees, agents, subcontractors, or other authorized representatives, which may arise as a result of the violation of any Environmental Law, Ordinance, Statute, Rule or other environmentally related legal requirement associated with the persecution of the work defined in this agreement. Further, the Recipient assumes all legal and financial liability and the direct responsibility for assuring full and complete volunteer training and protection of the public, through the proper management, handling, removal, transportation and disposal of any hazardous materials, chemicals, wastes, or substances encountered by or used in the completion of the work in any way related to this agreement.

ARTICLE VI

Contract Period and Termination

6. This agreement shall be effective for the period beginning the 1st day of May, 2012, and shall terminate on December 31, 2012, unless canceled sooner with or without cause, by any party giving thirty (30) days prior written notice of such cancellation. This agreement shall be non-renewable unless specifically authorized by official action of the parties hereto.

6.1 Provided, that if the contract manager agrees that Recipient has failed to satisfactorily perform its duties as set forth herein, or in the event that HOME Program funds fail to be or cease to be provided to the County, then the County may terminate this contract immediately without incurring any penalty, and shall be responsible to pay for services actually performed through the date of termination only.

6.2 The Recipient shall be subject to a performance review by the contract manager and/or alternate representatives of the County, at three (3), six (6) and nine (9) month intervals based upon the effective date of this agreement. The three (3) month review will be advisory in nature and designed to assist the Recipient in identifying impediments to effective implementation of the Project.

6.3 The six (6) month review shall examine the Recipient's level of accomplishment with respect to the Project activities and objectives stated in **EXHIBIT I** of this agreement. In the event of identified deficiencies, a written performance report shall be provided by the contract manager to the Recipient at the six (6) month interval, indicating any performance deficiencies or financial irregularities. Failure of the Recipient to address the written review comments within ten (10) days of the date of issuance shall be grounds for the County to suspend payments and provide notice of impending termination.

6.4 The nine (9) month review shall examine the participation achieved under the program, review concerns of any party and prepare for finalizing the Project.

ARTICLE VII

Accountability

7. The Recipient agrees to maintain personnel, financial, and other records and accounts as are necessary to properly account for all funds expended in performance of this agreement. Further, Recipient shall maintain programmatic records, housing production records, and client files documenting the full range of accomplishments achieved as a result of this CHDO Operating Expense Project.

7.1 These records and accounts shall be subject at all times to inspection, review, or audit for a period of five (5) years following the termination of this agreement unless said records are the subject of audit or litigation wherein they shall be retained indefinitely pending resolution of such review. Access to such records shall be provided to the County, the United States Department of Housing and Urban Development, or their representatives; or the Recipient shall transfer these records and accounts to the custody of the County in order to insure their accountability for such a period.

7.2 The Recipient shall be fully responsible and directly liable for the proper expenditure of all HOME Program funds provided to the Recipient through this agreement. In the event of misappropriation of HOME Program funds or the use of HOME Program funds for ineligible expenditures by the Recipient, said Recipient shall be liable for immediate repayment of improperly expended HOME Program funds to the County or U. S. Department of Housing and Urban Development as may be required.

ARTICLE VIII

Nepotism

8. The Recipient agrees to abide by the provisions of Section 112.3135, Florida Statutes, pertaining to nepotism in its performance, under this agreement.

ARTICLE IX

Civil Rights and Anti-Discrimination

9. The Recipient agrees to abide by the spirit and intent of the Civil Rights Act of 1964, as amended, and the Civil Rights Act of 1968, as amended, in that its operation under this contract is free of discrimination against its employees, persons, or groups of persons on the basis of race, color, sex, or national origin. Both of the said Civil Rights Acts are incorporated by reference herein.

9.1 All services associated with this project shall be made available to the public in a non-discriminatory manner. Services and access thereto shall be available without regard to race, creed, color, handicap, familial status, disability, marital status, religion, or national origin. The Recipient accepts sole responsibility for ensuring such non-discriminatory access to the services provided hereunder.

9.2 Recipient will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, physical handicap, or familial status. Such action shall include but not be limited to the following: employment, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The Recipient agrees to post in a conspicuous place notices setting forth the provision of this Equal Employment Opportunity clause.

ARTICLE X

Program Income

10. Project related assistance provided through this agreement shall be in the form of direct grant to the Recipient.

ARTICLE XI

Uniform Requirements

11. The Recipient shall comply with applicable provisions of the HOME Program regulatory requirements specified at 24 CFR Part 92 and all applicable provisions of OMB Circular A-122 and 24 CFR Part 84 with regard to management and implementation of the Project. By execution of the certification contained in **EXHIBIT V** of this agreement recipient acknowledges receipt and familiarity with 24 CFR Part 92; OMB Circular A-122; and 24 CFR Part 84. The omission of an applicable regulatory reference shall not relieve Recipient the responsibility to fully familiarize itself with all governing regulations applicable to this Project. The Recipient agrees to comply with any amendments or revisions to said rules, regulatory provisions or directives as may be promulgated by the U. S. Department of Housing and Urban Development.

ARTICLE XII

Procurement

12. The Recipient shall be required to utilize procurement procedures which minimally conform to provisions of OMB Circular A-122, or the Recipient's written procurement policy, whichever is more restrictive.

ARTICLE XIII

General Provisions

13. The Recipient accepts these funds so appropriated in accordance with the terms of this agreement, and agrees that the contents of **EXHIBITS I, II, III, IV** and **V** are part and parcel of this agreement and hold the same legal authority as the Agreement. Further, the Recipient agrees:

13.1 To abide by Chapter 119, Florida Statutes, and successors thereto, all of which are hereby referred to and incorporated by reference herein;

13.2 To permit and facilitate such audits by Escambia County, designated independent auditing firm(s) or their authorized representatives as may be required in relation to this agreement;

13.3 To produce all documents upon request by the County or the authorized representatives of each;

13.4 To secure an annual audit by an independent Certified Public Account and provide a copy of said audit and any responses thereto to the County within sixty (60) days of the end of the Recipients' corporate accounting year.

13.5 Community Enterprise Investments, Inc. is a chartered Florida not for profit corporation with 501(c)(3) tax exempt designation by the U.S. Department of the Treasury, Internal Revenue Service, as evidenced by documents contained in **EXHIBIT IV** of this agreement. Further, Community Enterprise Investments, Inc. currently meets the requirements for designation as a Community Housing Development Organization ("CHDO"), as defined by the HOME Regulations at 24 CFR Part 92.2, and the Recipient is a current recipient of HOME CHDO funds. Community Enterprise Investments, Inc. shall maintain its status for the duration of this agreement.

ARTICLE XIV

Understanding of Terms

14.1 This agreement represents the entire and integrated agreement between the County and the Recipient and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by the Recipient and County or in accordance with the provisions contained in this document.

14.2 This agreement is executed in Escambia County, State of Florida, and shall be construed under the laws of the State of Florida, and the parties agree that any action relating to this agreement shall be instituted and prosecuted in the courts of the County of Escambia, State of Florida, and each party waives the right to change of venue. Further, it is mutually understood and agreed that this agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance.

14.3 It is understood and agreed by the parties that if any part, term, or provision of this agreement is held by the Courts to be illegal or in conflict with any law of the State where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular part, term, or provision held to be invalid.

14.4 The clause headings appearing in this agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

14.5 All notices under this agreement shall be in writing, and shall be sent by certified mail to the parties identified in paragraph 1.1 and 1.2 above.

14.6 Each individual executing this agreement on behalf of a corporate or governmental party represents and warrants that he/she is duly authorized to execute and deliver this agreement on behalf of said party, in accordance with a duly adopted action of the governing Board of said party in accordance with applicable law, and that this agreement is binding upon said party in accordance with its terms.

**ESCAMBIA COUNTY, a political Subdivision
of the State of Florida, by and through its
BOARD OF COUNTY COMMISSIONERS**

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Deputy Clerk

By: _____
Wilson B. Robertson, Chairman

BCC Approved: June 7, 2012

Escambia County Legal Department Approval:

This document approved as to form
and legal sufficiency.

By: *[Signature]*
Title: *AG*
Date: *5/4/12*

**COMMUNITY ENTERPRISE INVESTMENTS,
INC., a not for profit corporation chartered in
the State of Florida**

ATTEST:

Corporate Secretary

By: _____
President

Print Name: _____

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by _____, President, Community Enterprise Investments, Inc., a not for profit corporation, who did not take an oath and who:

___ is/are personally known to me.

___ produced current Florida driver's license as identification.

___ produced current _____ as identification.

Signature of Notary Public

(Notary Seal must be affixed)

Name of Notary Printed

My Commission Expires: _____

Commission Number: _____

**SPECIFIC TERMS AND CONDITIONS FOR
THE CEII CHDO OPERATING EXPENSE PROJECT**

RECIPIENT NAME: COMMUNITY ENTERPRISE INVESTMENTS, INC.

I. SCOPE OF SERVICES

A. Community Enterprise Investments, Inc. ("Recipient") shall provide affordable housing production services under the terms, conditions, requirements and responsibilities of this agreement. The County agrees to make available up to **\$43,497.00 in 2011 HOME Program** funds for the sole purpose of assisting Recipient's efforts to develop the staff and operational capacity to expand the production of affordable home ownership and rental housing units through acquisition, acquisition/rehabilitation and/or new construction activities. Said housing production activities shall be limited to Escambia County, and priority shall be afforded to the Warrington, Brownsville, Englewood, Barrancas, and Palafox Community Redevelopment Areas ("CRA"); and the City of Pensacola's CRA; County and City Enterprise Zones; Neighborhood Stabilization Program (NSP) target areas; and other areas targeted for affordable housing production as officially designated by the Escambia County Board of County Commissioners and Pensacola City Council, respectively.

B. The HOME funds provided through this agreement are restricted to the items cited in the Project budget incorporated in **EXHIBIT II** of this agreement.

C. Housing production activities associated with this Project agreement shall be limited to activities benefiting: (1) the designated priority CRA "low-income neighborhoods" evidencing slum and blight as cited above; or (2) documented low income families who reside or will reside within the geographic boundaries of Escambia County, Florida.

D. For purposes of this agreement, a "Low Income" family is defined as a family with total "gross" income from all sources equal to or below eighty percent (80%) of the Pensacola "MSA" median income adjusted for family size (current **2011** income limits are included in this section for reference). "Low-income neighborhood" is defined as a neighborhood that has at least 51 percent of its households at or below 80% of Pensacola MSA median income, adjusted for family size. The Contract Manager shall annually provide updated income eligibility guidelines for use by the Recipient in carrying out the requirements of this agreement.

II. OBJECTIVES

A. The Recipient shall secure competent staff and take steps to operationalize and implement an affordable housing production and/or preservation program within the term of this agreement, and shall provide related reports as stipulated in Section V below. In addition to these operational and capacity enhancements, during the term of this agreement, to advance *homeownership* in the community, Recipient shall provide documentation of: (a) its designation as a HUD Certified Housing Counseling Agency, and (b) a minimum eight (8) hour structured homeownership education program targeting potential homebuyers, but more specifically to support implementation of Neighborhood Stabilization Program (NSP) homeownership initiatives. Said education program shall minimally include: general information regarding the home buying process; an overview of mortgage and related financing issues; homeownership counseling; credit analysis; credit scoring and workout counseling; individualized

counseling and follow-up (homebuyer readiness assistance); discussion of predatory lending practices; precautions concerning "high risk loans;" and routine interaction with members of the local lending community and local governments with respect to changes in the mortgage market and/or home purchase assistance programs. During the term of this Agreement, Recipient shall provide homebuyer education services for a minimum of **one hundred (100)** potential homebuyers with a goal of providing at least **fifty (50)** SHIP or NSP eligible homebuyers for affordable housing units sponsored by Escambia County and/or the City of Pensacola. Though of secondary priority, to advance *enhanced affordable rental opportunities* in the community, Recipient shall: produce a minimum of **six (6)** affordable scattered site or multi-family rental units for occupancy by eligible families within the designated CRA low income neighborhoods or for initial occupancy by low income families within Escambia County. Affordability shall be defined to require that total housing costs for principal, interest, taxes and insurance ("PITI") shall not exceed thirty percent (30%) of gross family income. New or rehabilitated housing units shall be constructed or rehabilitated generally in accordance with governing standards promulgated by the Florida Building Code.

B. By accepting CHDO operating funds, Recipient maintains that it currently has a contract commitment from the County for an eligible CHDO set aside project or that it will have a project commitment no later than 24 months from the date of this agreement (24 CFR 92.300(e))

III. SERVICES

A. Recipient shall develop forms, policies, client intake and tracking form(s), homebuyer processing procedures, financial record keeping controls, and other methods to document beneficiaries, Project costs, and proper utilization of HOME Project funds.

B. Recipient shall secure non-HOME financial and non-financial resources, as needed, to provide homebuyer education services for a minimum of **one hundred (100)** persons specifically in support of City and County affordable housing initiatives and to produce minimum of **six (6)** affordable rental units within the term of this agreement. HOME funds provided under this agreement shall not be utilized for payment of direct costs for acquisition, rehabilitation or construction of housing.

IV. RECIPIENT INFORMATION

RECIPIENT: Community Enterprise Investments, Inc.	CONTACT PERSON: James Oleksak
302 North Barcelona Street	TITLE: Executive Director
Pensacola, Florida 32501	PHONE: (850) 595-6234
	FAX: (850) 595-6264

V. QUARTERLY REPORTS

A. Recipient shall prepare and provide to the contract manager a report of Project activities no less frequently than quarterly (the "Quarterly Report"). The duty to provide Quarterly Reports shall survive termination of this agreement until received by the County, or its agent, NEFI.

B. The Quarterly Report shall contain a narrative on the progress of the Project and a financial statement on expenditures made during the reporting period and shall be in the form provided herein.

C. Failure to submit the Quarterly Report narrative, financial reports or financial documentation shall be deemed good cause for withholding further payment to the Recipient.

VI. AUDIT REQUIREMENTS

The Recipient shall provide the contract manager with an audit report showing the financial affairs of the Recipient for the accounting period(s) encompassed by the term of this agreement. The audit period shall conform to the Corporation's designated accounting year.

VII. PAYMENT SCHEDULE AND PROCEDURE

A. As a pre-condition to payment by the County hereunder, not more often than monthly, the Recipient shall submit a written reimbursement request for CHDO Operating Expense Project funds by presenting to the contract manager all supporting documentation detailing items for reimbursement. The contract manager shall review the documentation and shall process the request for payment unless deficiencies are detected, whereupon the contract manager will immediately notify Recipient of the deficiency. The County shall pay the eligible HOME reimbursement to the Recipient within fifteen (15) days of the date the payment voucher is received in the Clerk of the Circuit Court's Finance Office.

VIII. PROJECT EVALUATION, MONITORING AND REVIEW

A. The Project will be monitored continuously based upon the documentation submitted by Recipient. Additionally, the County's agent, NEFI, will review the Project at three (3), six (6) and nine (9) month intervals. The Recipient shall provide Project related information to the contract manager to assist in the review and will be responsible for compliance with the terms of this agreement.

B. The County shall review and evaluate Recipient's performance under this agreement and the effectiveness of the Project in producing affordable housing units. If found to be ineffective, modification may be made to this agreement or this Agreement may be terminated according to the provisions contained in Section 6.1 of the agreement.

ESCAMBIA/PENSACOLA MAXIMUM INCOME ELIGIBILITY LIMITS

(Effective December 1, 2011)

# PERSONS IN FAMILY	EXTREMELY LOW INCOME (30% OF MEDIAN)	VERY LOW INCOME (50% OF MEDIAN)	LOW INCOME (80% OF MEDIAN)	MODERATE INCOME (120% OF MEDIAN)
1	\$12,450	\$20,750	\$33,150	\$49,750
2	14,200	23,700	37,900	56,850
3	16,000	26,650	42,650	63,950
4	17,750	29,600	47,350	71,050
5	19,200	32,000	51,150	76,700
6	20,600	34,350	54,950	82,400
7	22,050	36,750	58,750	88,100
8	23,450	39,100	62,550	93,750

QUARTERLY STATUS REPORT

REPORT # _____

TO: ESCAMBIA/PENSACOLA HOME PROGRAM

FROM: COMMUNITY ENTERPRISE INVESTMENTS, INC.

DATE: _____

**RE: PROJECT: HOME CHDO OPERATING EXPENSE PROJECT
CONTRACT 2011/2012 CEII OPERATING**

**QUARTER: October-December April-June
 January-March July-September**

I. PROGRESS REPORT

A. DESCRIBE IN DETAIL WHAT TYPES OF ACTIVITIES HAVE BEEN ACCOMPLISHED.

**B. GIVE A COMPLETE LISTING OF THE AGENCIES OR INDIVIDUALS PARTICIPATING
IN RECIPIENT ACTIVITIES AND THEIR INVOLVEMENT.**

**C. IDENTIFY ANY PERTINENT INFORMATION CONCERNING THE PROJECT'S
PROGRESS OR PROJECT FUNDING. (IDENTIFY ANY PROBLEMS OR CONCERNS)**

QUARTERLY FINANCIAL REPORT

AGENCY: COMMUNITY ENTERPRISE INVESTMENTS, INC.

CONTRACT AMOUNT: \$ 43,497.00

Reporting Period (Quarter): 2011/2012
October-December
January-March
April-June
July-September

EXPENDITURES: _____

<u>EXPENDITURES BY LINE ITEM</u>	<u>HOME REIMBURSEMENT REQUESTED</u>
_____	_____
_____	_____
_____	_____
_____	_____
Total expenditures this period	\$ _____
Remaining contract amount	\$ _____
Balance end of this reporting period	\$ _____

Comments _____

I certify, that to the best of my knowledge, the financial and client data reported is true and correct.

Authorized Signature

Date

Position

EXHIBIT II

**COMMUNITY ENTERPRISE INVESTMENTS, INC.
2011/2012 HOME CHDO OPERATING ASSISTANCE CONTRACT
PROJECT BUDGET**

Personnel/Fringe Benefits:

Housing Counselor Director (allocated portion of total salary)	\$ 23,040.00
Housing Counselor Fringe Benefits	\$ 2718.00
Executive Director - Housing (allocated portion of total salary)	\$ 17,739.00

TOTAL BUDGET	\$ 43,497.00 =====

[Funds may be transferred between line items shown above upon written request of the Recipient and written approval of NEFI]

EXHIBIT III

DOCUMENTATION CONCERNING:

1. DESIGNATED COMMUNITY REDEVELOPMENT AREAS:

**COUNTY: WARRINGTON, BROWNSVILLE, ENGLEWOOD,
PALAFOX and BARRANCAS**

CITY: PENSACOLA URBAN AREA REDEVELOPMENT AREA

2. NEIGHBORHOOD STABILIZATION PROGRAM (NSP) TARGET AREAS

3. DESIGNATED URBAN INFILL AREAS

**4. DESIGNATED ENTERPRISE ZONES (ESCAMBIA COUNTY AND CITY OF
PENSACOLA)**

**CERTIFICATION AND ACKNOWLEDGEMENT
REGARDING PRIORITY AREAS FOR NEW HOUSING DEVELOPMENT**

This certification acknowledges receipt of maps and legal descriptions of the various targeted areas identified in this agreement for purposes of implementation of the activities financed by Escambia County and the City of Pensacola. I/We have received, reviewed, and understand the maps and legal descriptions delineating the following areas within Escambia County and the City of Pensacola.

1. DESIGNATED COMMUNITY REDEVELOPMENT AREAS:

**COUNTY: WARRINGTON, BROWNSVILLE, ENGLEWOOD,
PALAFOX and BARRANCAS**

CITY: PENSACOLA URBAN AREA REDEVELOPMENT AREA

2. DESIGNATED ENTERPRISE ZONES (ESCAMBIA COUNTY AND CITY OF PENSACOLA)

3. DESIGNATED URBAN INFILL AREAS

3. DESIGNATED NEIGHBORHOOD STABILIZATION PROGRAM TARGET AREAS

Acknowledged by:

Community Enterprise Investments, Inc.

By: _____

Date: _____

EXHIBIT IV

**DOCUMENTATION OF NON-PROFIT STATUS
COMMUNITY ENTERPRISE INVESTMENTS, INC.**



Detail by Entity Name

Florida Non Profit Corporation

COMMUNITY ENTERPRISE INVESTMENTS, INC.

Filing Information

Document Number 731389
FEI/EIN Number 591586520
Date Filed 12/17/1974
State FL
Status ACTIVE
Last Event AMENDMENT
Event Date Filed 01/24/2006
Event Effective Date NONE

Principal Address

302 N. BARCELONA ST.
PENSACOLA FL 32501

Changed 06/30/1986

Mailing Address

302 N. BARCELONA ST.
PENSACOLA FL 32501

Changed 06/30/1986

Registered Agent Name & Address

MOORE, HILL & WESTMORELAND, PA
220 WEST GARDEN STREET
NINTH FLOOR
PENSACOLA FL 32502 US

Name Changed: 04/23/2009

Address Changed: 04/23/2009

Officer/Director Detail

Name & Address

Title VC

DAVID, HAWKINS
ONE ENERGY PLACE

PENSACOLA FL 32520

Title S

YOUNG, MARIE
800 N. LEE STREET
PENSACOLA FL 32504

Title C

HORTON, SAMUEL
1020 PALISADE DRIVE
PENSACOLA FL 32504

Title M

BYRD, WILLIAM
2550 NOR TH 15TH AVE
PENSACOLA FL 32501

Title T

HENDRIX, CONNIE
1108-A NORTH 12TH AVENUE
PENSACOLA FL 32501

Title ED

OLEKSAK, JAMES
302 N. BARCELONA STREET
PENSACOLA FL 32501

Annual Reports

Report Year Filed Date

2010	01/11/2010
2011	03/15/2011
2012	04/23/2012

EXHIBIT V

**HOME PROGRAM FORMS AND ACKNOWLEDGEMENT
OF RECEIPT OF GOVERNING RULES AND REGULATIONS
AND OMB CIRCULAR A-122**

ANTI-LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS
AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form To Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for a all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____

Date: _____

Certifying Official
President, Community Enterprise Investments, Inc.

CERTIFICATION REGARDING DRUG-FREE REQUIREMENTS

COMMUNITY ENTERPRISE INVESTMENTS, INC. certifies that it will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibitions;
- (b) Establishing a drug-free awareness program to inform employees about-
 - (1) The dangers of drug abuse in the workplace ;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employer in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;
- (e) Notifying HUD within 10 days after receiving notice under subparagraph (d) (2) from an employer or otherwise receiving actual notice of such conviction;
- (f) taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted-
 - (1) taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- (g) making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

PLACE OF PERFORMANCE
FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Company: Community Enterprise Investments, Inc. Date: _____

Grant Program Name: HOME Investment Partnerships Program (HOME)

Grant Number: M-11-DC-12-0225

Community Enterprise Investments, Inc. shall insert in the space provided below the site(s) expected to be used for the performance of work under the grant covered by the certification:

PLACE OF PERFORMANCE (Including street address, city, county, state, and zip code for each site):

Community Enterprise Investments, Inc.
302 North Barcelona Street
Pensacola, Florida 32501

Total estimated number of employees expected to be engaged in the performance of the grant at the site(s) noted above:

Three (3)

SIGNED: _____
Certifying Officer

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature: _____

Name:
Title: President

CHDO Operating Assistance

Project Name
N/A
Project Number

Firm/Agency: Community Enterprise Investments, Inc.

**Street Address: 302 North Barcelona Street
Pensacola, Florida 32501**

CERTIFICATION OF RECEIPT
HOME PROGRAM RULES AND REGULATIONS
AND OMB CIRCULAR A-122

I/We hereby certify and affirm that Escambia County has provided this agency with a complete copy of the current HOME Program Regulations at 24 CFR Part 92, a copy of OMB Circular A-122, and copies of any amendments to the governing regulations, as may be applicable to the activities to be provided through this Agreement. I/We have reviewed the various regulations and requirements and understand the requirements which govern the HOME funding provided under this Agreement. I/We also understand that clarification of any uncertainties regarding the application of the requirements related thereto should be resolved by contacting the Contract Manager denoted in this Agreement. If the Contract Manager cannot resolve the question, the issue will be submitted to the U. S. Department of Housing and Community Development for review and resolution.

Additionally, I/We have received a complete copy of the HOME (and Section 8) Income Compliance Manual and have reviewed the document to ensure compliance in the implementation of activities provided through this Agreement.

This certification is provided in lieu of including the entire text of the governing regulations in this Exhibit. I/We understand that additional copies of the entire text of the Regulations, OMB Circular, and/or Income Compliance Manual will be promptly provided upon written request directed to the Contract Manager by this recipient.

Recipient also affirms that it has received a copy of the Federal Register dated December 16, 2011 (available online at <http://www.gpo.gov/fdsys/pkg/FR-2011-12-16/pdf/2011-31778.pdf>) containing the HOME Program Proposed Rule. Any changes resulting from the final program rule as applicable to this agreement will be incorporated herein at such time as approved by HUD.

HOME Program Funding Recipient:

Community Enterprise Investments, Inc.

By: _____

Date: _____



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2648

County Administrator's Report 12. 15.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/07/2012

Issue: Community Housing Development Organization Operating Expense Agreement with AMR at Pensacola, Inc.

From: Keith Wilkins, REP, Department Director

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Community Housing Development Organization Operating Expense Agreement with AMR at Pensacola, Inc. - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action concerning the Escambia Consortium 2011 HOME Investment Partnerships Program (HOME) Community Housing Development Organization (CHDO) Agreement with AMR at Pensacola, Inc. (AMR):

A. Approve entering into the CHDO Operating Expense Agreement with AMR to provide \$15,749 in 2011 HOME Program CHDO Operating Expense support; and

B. Authorize the Chairman or Vice Chairman to execute the CHDO Operating Expense Agreement and all related documents as required to implement the Agreement and provisions thereof.

[Funding: Fund 147/2011, HOME, Cost Center 220401]

BACKGROUND:

Annually, the Board approves an allocation from the Escambia Consortium HOME Investment Partnerships Program grant for CHDO operating support assistance to be provided to the three locally designated CHDO's: AMR at Pensacola, Inc. (AMR), Community Enterprise Investments, Inc. (CEII), and Circle, Inc. (Circle). The Board approved the 2011 Escambia Consortium Consolidated Plan incorporating the 2011 HOME Program allocation on August 4, 2011 (see Exhibit I). Currently, AMR, CEII, and Circle are the active local non profit corporations that meet the requirements for CHDO designation in accordance with provisions of the Federal HOME program. AMR's affordable housing activities include the development of affordable homeownership as well as ownership of rental housing within the County and the City of Pensacola. AMR continues to expand its capacity in the NSP Acquisition/Rehabilitation Program, HOME/CHDO rental development activities, and related affordable housing and community redevelopment programs.

The HOME Regulations at 24 CFR Part 92 give the County authority to provide limited operating support to designated CHDO's enabling the organizations to develop staff and operating

capacity to undertake affordable housing projects. Operating support is provided through the 2011 HOME allocation as approved locally and by the U.S. Department of Housing and Urban Development. The Agreement (see Exhibit II) specifies the various responsibilities and requirements for the use of HOME funds. HOME funds continue to decline as Federal HOME allocations diminish making the funding of this project uncertain beyond this fiscal year.

BUDGETARY IMPACT:

Funds are allocated in the County's FY 2012 budget in Fund 147/2011 HOME Cost Center. No County general revenue funds are required for this project.

LEGAL CONSIDERATIONS/SIGN-OFF:

This Agreement is utilized annually for CHDO related activities. Kristin Hual, Assistant County Attorney, reviewed and approved the Agreement.

PERSONNEL:

N/A.

POLICY/REQUIREMENT FOR BOARD ACTION:

Agreements with agencies involved in the delivery of HOME Program services must be approved by the Board.

IMPLEMENTATION/COORDINATION:

The Agreement and related implementation will be generally managed by Neighborhood Enterprise Foundation, Inc. (NEFI) in conjunction with AMR. Contract execution will be completed after Board approval and AMR will promptly begin actions required to initiate activities cited in the Agreement. All Project activities will be completed by AMR, including all related Federal requirements, within the term of this Agreement. Preparation of the Agreement has been coordinated by AMR.

Attachments

Ex I-AP Approval

Ex II-Agreement

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-14. Approval of Various Consent Agenda Items – Continued

8. See Page 39.
9. See Page 40.
10. Taking the following action concerning approval of the Escambia Consortium 2010-2014 Consolidated Plan and the 2011 Annual Action Plan (Funding: Fund 129/CDBG, Fund 147/HOME, and Fund 110/ESG – Cost Centers to be assigned):
 - A. Approving the Escambia Consortium 2010-2014 Consolidated Plan, providing goals, objectives, and strategies for housing, community development, and fair housing activities, during the period October 1, 2010, through September 30, 2015;
 - B. Approving the Escambia Consortium 2011 Annual Action Plan for Housing and Community Development, including the Escambia County 2011 Annual Plan, detailing use of 2011 Community Development Block Grant (CDBG) funds, in the amount of \$1,883,282; 2011 HOME Investment Partnerships Act (HOME) funds, in the amount of \$1,576,794; and 2011 Emergency Shelter Grant (ESG) Program funds, in the amount of \$91,599; and
 - C. Authorizing the County Administrator to execute all Escambia Consortium 2010-2014 Consolidated Plan and 2011 Annual Action Plan Forms, Certifications, and related documents, as required to submit the Plans to the U.S. Department of Housing and Urban Development (HUD), and authorizing the County Administrator or Chairman, as appropriate, to execute documents required to receive and implement the 2011 CDBG, 2011 HOME, and 2011 ESG Programs.

ESCAMBIA CONSORTIUM
2011-2012 HOME INVESTMENT PARTNERSHIPS ACT (HOME)
BUDGET AND ACTIVITIES DESCRIPTION
FOR MEMBER JURISDICTIONS

RECOMMENDED PROGRAM ACTIVITIES**FUNDING****ESCAMBIA COUNTY:****SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION****\$558,516**

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 7 to 8 severely substandard homeowner occupied housing units. (Escambia County)

CITY OF PENSACOLA:**SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION****\$316,852**

Provide assistance for low/moderate income families through Deferred Payment Grants, Deferred Payment Loans, Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of severely substandard single family homeowner occupied housing units. It is estimated that this funding will reconstruct approximately 3 to 4 housing units. (City of Pensacola)

SANTA ROSA COUNTY:**HOMEBUYER ASSISTANCE****\$232,232**

Provide down payment/closing cost or second mortgage (gap financing) assistance, through Deferred Payment Grants, Deferred Payment Loans, Low Interest Loans, or a combination thereof, to enable low/moderate income homebuyers to purchase an affordable home. It is estimated that this funding will assist 21-23 families. (Santa Rosa County)

JOINT HOME ACTIVITIES (CONSORTIUM-WIDE):**RENTAL HOUSING DEVELOPMENT (CHDO SET-ASIDE)****\$236,520**

Provide low interest and/or deferred loan assistance to partially support the costs for development of approximately 4 affordable rental or special needs housing units through activities of locally designated non-profit Community Housing Development Organizations (CHDO's) in Escambia or Santa Rosa County.

CHDO OPERATING EXPENSES**\$ 74,995**

Optional allocation to provide operating support to enhance capacity of locally designated CHDO's that: have a minimum of one year of documented experience in the development of affordable housing and are actively undertaking affordable housing activities for the benefit of the Consortium. Any residual funds from this category will be utilized for Escambia Substantial Housing Rehabilitation/Reconstruction.

ADMINISTRATION/MANAGEMENT (JOINT)**\$157,679**

Provides for oversight, management, monitoring and coordination of financial and general administration of the HOME Program in all participating jurisdictions.

TOTAL 2011 HOME FUNDS PROJECTED**\$ 1,576,794**

=====

CHDO OPERATING EXPENSE AGREEMENT

THIS AGREEMENT is made and entered into this 7th day of June, 2012, by and between the **COUNTY OF ESCAMBIA**, a political subdivision of the State of Florida, hereinafter referred to as the "**County**," and **AMR AT PENSACOLA, INC.**, a not for profit corporation organized under the laws of the State of Florida (FED ID #59-2940706), hereinafter referred to as the "**Recipient**," for the sole purpose of assisting Recipient through the HOME Operating Expense Project, (hereinafter referred to as "Project"), in developing the staff and operational capacity to produce affordable housing units in Escambia County.

W I T N E S S E T H

WHEREAS, the County is interested in the pursuit of community improvement and the assurance of adequate and affordable housing for all citizens in Escambia County, and

WHEREAS, AMR at Pensacola, Inc. (AMR), is a non-profit Florida corporation established for the purpose of fostering economic improvement and community development in targeted neighborhoods, including the provision of rental and home ownership housing for lower income persons and families, and

WHEREAS, the County is the recipient of HOME Investment Partnerships Program grant funds made available through the U.S. Department of Housing and Urban Development, and

WHEREAS, a portion of said grant funding has been prioritized for use in providing affordable housing through a local Community Housing Development Organization, hereinafter referred to as "CHDO," and

WHEREAS, AMR's organizational structure fulfills the statutory requirements for designation as a local CHDO as specified in 24 CFR Part 92, Subpart G.

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged by each of the parties hereto, the parties to this agreement consent to the following:

ARTICLE I

Supervision

1. The Recipient agrees to perform the required services under the general coordination of the Neighborhood Enterprise Foundation, Inc., ("NEFI"), as designated agent for Escambia County.

1.1 The initial contract manager, responsible for coordination and administration of this agreement and attending regular meetings with the Recipient, are hereby designated as follows:

Contract Manager for County: Randy Wilkerson, Executive Director
Neighborhood Enterprise Foundation, Inc.
P. O. Box 18178
Pensacola, Florida 32523
Phone: (850) 458-0466
FAX: (850) 458-0464

1.2 Contract Coordinator for Recipient: James J. Reeves
AMR at Pensacola, Inc.
730 Bayfront Parkway, Suite 4-B
Pensacola, Florida 32502
Phone: (850) 438-4400
FAX: (850) 434-3690

ARTICLE II

Scope of Services

2. The Recipient agrees to implement the Project in accordance with the provisions of **EXHIBIT I**, attached and incorporated in this agreement.

2.1 The Recipient shall directly provide as a first priority those services required to acquire, rehabilitate, construct, and/or develop affordable single family homes and scattered site affordable rental units within the bounds of the blighted Warrington, Englewood, Brownsville, Barrancas, and Palafox Community Redevelopment Areas established by the County on March 7, 1995, as subsequently amended; the City of Pensacola's Community Redevelopment Area; Neighborhood Stabilization Program Target Areas; and/or local Enterprise Zones as designated by the County or City of Pensacola. The Recipient has received and is familiar with the resolutions, legal descriptions and maps defining such areas as evidenced by the certification contained in EXHIBIT III. Recipient may also undertake housing production in other areas, but only to the extent that such production is expressly targeted to and initially occupied by families meeting the Low Income definition cited in EXHIBIT I of this agreement.

ARTICLE III

Funding

3. The County agrees to pay to Recipient an amount not to exceed \$ **15,749.00** payable solely from available 2011 HOME Program funds. County shall restrict the utilization of Project funds to those budgetary line items cited for the AMR CHDO Operating Expense Project incorporated as **EXHIBIT II** of this agreement, determined to be reasonable and necessary costs for operation of the CHDO, consistent with 24 CFR 92.208. Recipient shall document the utilization of the HOME funds solely for the purposes cited in this agreement.

3.1 The Recipient and County agree that the County shall disburse the HOME Program funds from Fund 147, the Escambia Consortium HOME Fund, as legally established within the budget accounts and records of the County. Said funds shall be disbursed only upon presentation of completely and accurately documented expenditure records and reports.

3.2 The County shall reimburse the Recipient from funds allocated in paragraph 3 above over the period of this contract for services provided under the terms, conditions and restrictions set forth in **EXHIBIT I** of this agreement, subject to submission of all support documentation with respect to expenses directly allocable to this HOME Project. Clear documentation shall be presented to NEFI for review and approval regarding reimbursement of HOME Operating Expense Project personnel costs, operating expenses, staff training and educational costs, and any other relevant documentation requested by the contract manager.

3.3 The method of payment shall be according to the Payment Schedule and Procedures, as described in **EXHIBIT I** of this agreement.

ARTICLE IV

Reporting

4. The Recipient shall provide copies of the Project Quarterly Report to the County (via NEFI), including a narrative summary of progress and financial statement described in **EXHIBIT I** of this agreement.

4.1 The Recipient shall use the form of Quarterly Report that has been approved by the County as described in **EXHIBIT I** of this agreement.

4.2 The report shall be due in January, April, July and October, and this obligation shall survive termination of this agreement and continue until all information concerning the project has been received by the County (via NEFI).

4.3 The report is due on the 10th day of the first month of each subsequent quarter, unless an alternative schedule is agreed upon by the parties. The Quarterly Report shall include all Project activities undertaken during the previous quarter.

4.4 The Recipient shall provide the County with additional information as may be required by state or federal agencies to substantiate HOME Program activities and/or Project expenditure eligibility.

ARTICLE V

Indemnification and Insurance Requirements

5 The Recipient shall act as an independent contractor, and not as an employee of the County; or its designated Agent, NEFI, in providing the aforementioned services. The Recipient shall hold harmless Escambia County, Neighborhood Enterprise Foundation, Inc., and their subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, liability and expenses in connection with the loss of life, bodily or personal injury, property damage, including loss or use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the performance of this agreement. The Recipient's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy or insurance.

5.1 The Recipient shall at all times during the tenure of this agreement maintain in full effect the following policies of insurance:

a. Commercial general liability insurance policy covering all acts of the Recipient in managing and implementing the activities described herein with combined single limits of \$1,000,000, including coverage for bodily injury, broad form property damage, personal injury, contractual liability, and independent contractors. The Recipient shall purchase on forms no more restrictive than the latest editions of the Comprehensive General Liability and Business Auto policies filed by the Insurance Services Office. The County and NEFI shall be Additional Insureds and such coverage shall be at least as broad as that provided to the Named Insured under the policy for the terms and conditions of this agreement. The County and/or NEFI shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company.

b. Automobile liability with combined single limits of \$500,000, including bodily injury and property damage arising out of operation, maintenance or use of all owned, hired and non-owned vehicles.

c. All worker's compensation and employers liability insurance required by applicable Florida law, and the responsibility of coverages of the Recipient.

All of the above policies shall be with carriers admitted to do business in the State of Florida. The Recipient shall have certificates of insurance forwarded to:

Escambia County
Office of Risk Management
P.O. Box 1591
Pensacola, Florida 32597

The certificates shall show the County and Neighborhood Enterprise Foundation, Inc. (NEFI), as additional insureds and the certificate holder shall provide that Escambia County shall be notified at least thirty (30) days in advance of policy cancellation, nonrenewal or adverse change or restriction in coverage. If required by the County, the Recipient shall furnish copies of the Recipient's insurance policies, forms, endorsements, jackets and other items forming a part of or relating to such policies. Certificates shall be on the "Certificate of Insurance" form equal to, as determined by the County, an ACORD 25. Any wording which would make notification of cancellation, adverse change or restriction in coverage to the County, an option shall be deleted or crossed out by the insurance carrier or the insurance carrier's agent or employee. The Recipient shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies acceptable to the County and shall file with the County Certificates of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to the County, the Recipient shall, upon instructions of the County, cease all operations under the agreement until directed by the County, in writing, to resume operations.

5.2 The Recipient required coverage shall be considered primary, and all other insurance shall be considered as excess, over and above the Recipient's coverage. The Recipient's policies of coverage will be considered primary related to all provisions of the agreement.

5.3 The Recipient agrees to pay on behalf of the County and NEFI, as well as provide a legal defense for the County and NEFI, both of which will be done only if and when requested by the County or NEFI, for all claims as described in Article V of this agreement. Such payment on the behalf of the County or NEFI shall be in addition to any and all other legal remedies available to the County or NEFI and shall not be considered to be the County or NEFI's exclusive remedy.

5.4 The Recipient and any of its associates, agents, insurers or subcontractors involved in the performance of this agreement must comply with all applicable federal, state and local laws and regulations governing environmental pollution control and abatement in effect on the date of execution of this agreement, as well as any other specific requirements stated elsewhere in this document. Recipient agrees to indemnify and hold harmless the County and NEFI, and their respective agents and employees, from and against any and all liability, claims, suits, losses, expenses, judgments, costs and damages, including those resulting from the negligence of the Recipient, its employees, agents, subcontractors, or other authorized representatives, which may arise as a result of the violation of any Environmental Law, Ordinance, Statute, Rule or other environmentally related legal requirement associated with the performance of the work defined in this agreement. Further, the Recipient assumes all legal and financial liability and the direct responsibility for assuring full and complete volunteer training and protection of the public, through the proper management, handling, removal, transportation and disposal of any hazardous materials, chemicals, wastes, or substances encountered by or used in the completion of the work in any way related to this agreement.

ARTICLE VI

Contract Period and Termination

6. This agreement shall be effective for the period beginning the **1st day of May, 2012, and shall terminate on December 31, 2012**, unless canceled sooner with or without cause, by any party giving thirty (30) days prior written notice of such cancellation. This agreement shall be non-renewable unless specifically authorized by official action of the parties hereto.

6.1 Provided, that if the contract manager agrees that Recipient has failed to satisfactorily perform its duties as set forth herein, or in the event that HOME Program funds fail to be or cease to be provided to the County, then the County may terminate this contract immediately without incurring any penalty, and shall be responsible to pay for services actually performed through the date of termination only.

6.2 The Recipient shall be subject to a performance review by the contract manager and/or alternate representatives of the County, at three (3), six (6) and nine (9) month intervals based upon the effective date of this agreement. The three (3) month review will be advisory in nature and designed to assist the Recipient in identifying impediments to effective implementation of the Project.

6.3 The six (6) month review shall examine the Recipient's level of accomplishment with respect to the Project activities and objectives stated in **EXHIBIT I** of this agreement. In the event of identified deficiencies, a written performance report shall be provided by the contract manager to the Recipient at the six (6) month interval, indicating any performance deficiencies or financial irregularities. Failure of the Recipient to address the written review comments within ten (10) days of the date of issuance shall be grounds for the County to suspend payments and provide notice of impending termination.

6.4 The nine (9) month review shall examine the participation achieved under the program, review concerns of any party and prepare for finalizing the Project.

ARTICLE VII

Accountability

7. The Recipient agrees to maintain personnel, financial, and other records and accounts as are necessary to properly account for all funds expended in performance of this agreement. Further, Recipient shall maintain programmatic records, housing production records, and client files documenting the full range of accomplishments achieved as a result of this CHDO Operating Expense Project.

7.1 These records and accounts shall be subject at all times to inspection, review, or audit for a period of five (5) years following the termination of this agreement unless said records are the subject of audit or litigation wherein they shall be retained indefinitely pending resolution of such review. Access to such records shall be provided to the County, the United States Department of Housing and Urban Development, or their representatives; or the Recipient shall transfer these records and accounts to the custody of the County in order to insure their accountability for such a period.

7.2 The Recipient shall be fully responsible and directly liable for the proper expenditure of all HOME Program funds provided to the Recipient through this agreement. In the event of misappropriation of HOME Program funds or the use of HOME Program funds for ineligible expenditures by the Recipient, said Recipient shall be liable for immediate repayment of improperly expended HOME Program funds to the County or U. S. Department of Housing and Urban Development as may be required.

ARTICLE VIII

Nepotism

8. The Recipient agrees to abide by the provisions of Section 112.3135, Florida Statutes, pertaining to nepotism in its performance, under this agreement.

ARTICLE IX

Civil Rights and Anti-Discrimination

9. The Recipient agrees to abide by the spirit and intent of the Civil Rights Act of 1964, as amended, and the Civil Rights Act of 1968, as amended, in that its operation under this contract is free of discrimination against its employees, persons, or groups of persons on the basis of race, color, sex, or national origin. Both of the said Civil Rights Acts are incorporated by reference herein.

9.1 All services associated with this project shall be made available to the public in a non-discriminatory manner. Services and access thereto shall be available without regard to race, creed, color, handicap, familial status, disability, marital status, religion, or national origin. The Recipient accepts sole responsibility for ensuring such non-discriminatory access to the services provided hereunder.

9.2 Recipient will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, physical handicap, or familial status. Such action shall include but not be limited to the following: employment, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The Recipient agrees to post in a conspicuous place notices setting forth the provision of this Equal Employment Opportunity clause.

ARTICLE X

Program Income

10. Project related assistance provided through this agreement shall be in the form of direct grant to the Recipient.

ARTICLE XI

Uniform Requirements

11. The Recipient shall comply with applicable provisions of the HOME Program regulatory requirements specified at 24 CFR Part 92 and all applicable provisions of OMB Circular A-122 and 24 CFR Part 84 with regard to management and implementation of the Project. By execution of the certification contained in **EXHIBIT V** of this agreement recipient acknowledges receipt and familiarity with 24 CFR Part 92; OMB Circular A-122; and 24 CFR Part 84. The omission of an applicable regulatory reference shall not relieve Recipient of the responsibility to fully familiarize itself with all governing regulations applicable to this Project. The Recipient agrees to comply with any amendments or revisions to said rules, regulatory provisions or directives as may be promulgated by the U. S. Department of Housing and Urban Development.

ARTICLE XII

Procurement

12. The Recipient shall be required to utilize procurement procedures which minimally conform to provisions of OMB Circular A-122, or the Recipient's written procurement policy, whichever is more restrictive.

ARTICLE XIII

General Provisions

13. The Recipient accepts these funds so appropriated in accordance with the terms of this agreement, and agrees that the contents of **EXHIBITS I, II, III, IV** and **V** are part and parcel of this agreement and hold the same legal authority as the Agreement. Further, the Recipient agrees:

13.1 To abide by Chapter 119, Florida Statutes, and successors thereto, all of which are hereby referred to and incorporated by reference herein;

13.2 To permit and facilitate such audits by Escambia County, designated independent auditing firm(s) or their authorized representatives as may be required in relation to this agreement;

13.3 To produce all documents upon request by the County or the authorized representatives of each;

13.4 To secure an annual audit by an independent Certified Public Account and provide a copy of said audit and any responses thereto to the County within sixty (60) days of the end of the Recipients' corporate accounting year.

13.5 AMR at Pensacola, Inc. is a chartered Florida not for profit corporation with 501(c)(3) tax exempt designation by the U.S. Department of the Treasury, Internal Revenue Service, as evidenced by documents contained in **EXHIBIT IV** of this agreement. Further, AMR at Pensacola, Inc. currently meets the requirements for designation as a Community Housing Development Organization ("CHDO"), as defined by the HOME Regulations at 24 CFR Part 92.2, and the Recipient is a current recipient of HOME CHDO funds. AMR at Pensacola, Inc. shall maintain its status for the duration of this agreement.

ARTICLE XIV

Understanding of Terms

14.1 This agreement represents the entire and integrated agreement between the County and the Recipient and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by the Recipient and County or in accordance with the provisions contained in this document.

14.2 This agreement is executed in Escambia County, State of Florida, and shall be construed under the laws of the State of Florida, and the parties agree that any action relating to this agreement shall be instituted and prosecuted in the courts of the County of Escambia, State of Florida, and each party waives the right to change of venue. Further, it is mutually understood and agreed that this agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance.

14.3 It is understood and agreed by the parties that if any part, term, or provision of this agreement is held by the Courts to be illegal or in conflict with any law of the State where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular part, term, or provision held to be invalid.

14.4 The clause headings appearing in this agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

14.5 All notices under this agreement shall be in writing, and shall be sent by certified mail to the parties identified in paragraph 1.1 and 1.2 above.

14.6 Each individual executing this agreement on behalf of a corporate or governmental party represents and warrants that he/she is duly authorized to execute and deliver this agreement on behalf of said party, in accordance with a duly adopted action of the governing Board of said party in accordance with applicable law, and that this agreement is binding upon said party in accordance with its terms.

**ESCAMBIA COUNTY, a political Subdivision
of the State of Florida, by and through its
BOARD OF COUNTY COMMISSIONERS**

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Deputy Clerk

By: _____
Wilson B. Robertson, Chairman

BCC Approved: June 7, 2012

Escambia County Legal Department Approval:

This document approved as to form
and legal sufficiency.

By: Kristen Hual

Title: HCL

Date: 5/4/12

**AMR AT PENSACOLA, INC., a not for profit
corporation chartered in the State of Florida**

ATTEST:

Corporate Secretary

By: _____
President

Print Name: _____

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by _____, President, AMR at Pensacola, Inc., a not for profit corporation, who did not take an oath and who:

___ is/are personally known to me.

___ produced current Florida driver's license as identification.

___ produced current _____ as identification.

Signature of Notary Public

(Notary Seal must be affixed)

Name of Notary Printed

My Commission Expires: _____

Commission Number: _____

**SPECIFIC TERMS AND CONDITIONS FOR
THE AMR CHDO OPERATING EXPENSE PROJECT**

RECIPIENT NAME: AMR AT PENSACOLA, INC.

I. SCOPE OF SERVICES

A. AMR at Pensacola, Inc. ("Recipient") shall provide affordable housing production services under the terms, conditions, requirements and denoted responsibilities of this agreement. The County agrees to make available up to **\$ 15,749.00** in **2011 HOME Program** funds for the sole purpose of assisting Recipient's efforts to develop the staff and operational capacity to initiate the production of affordable housing units targeting homebuyers or renters through acquisition, acquisition/rehabilitation and/or new construction activities. Said housing production activities shall be limited to Escambia County, and priority shall be afforded to the Warrington, Brownsville, Palafox, Barrancas, and Englewood Community Redevelopment Areas ("CRA"), and the City of Pensacola's CRA; County and City Enterprise Zones; Neighborhood Stabilization Program target areas; and other areas targeted for affordable housing production as officially designated or authorized by the Escambia County Board of County Commissioners, and Pensacola City Council, respectively.

B. The HOME funds provided through this agreement are restricted to the items cited in the Project budget incorporated in **EXHIBIT II** of this agreement.

C. Housing production activities associated with this Project agreement shall be limited to activities benefiting: (1) the designated priority CRA "low-income neighborhoods" evidencing slum and blight as cited above; or (2) documented low income families who reside or will reside within the geographic boundaries of Escambia County, Florida.

D. For purposes of this agreement, a "Low Income" family is defined as a family with total "gross" income from all sources equal to or below eighty percent (80%) of the Pensacola "MSA" median income adjusted for family size (current **2011** income limits are included in this section for reference). "Low-income neighborhood" is defined as a neighborhood that has at least 51 percent of its households at or below 80% of Pensacola MSA median income, adjusted for family size. The Contract Manager shall annually provide updated income eligibility guidelines for use by the Recipient in carrying out the requirements of this agreement.

II. OBJECTIVES

A. The Recipient shall secure competent staff and take steps to operationalize an affordable housing production program within the term of this agreement, and shall provide related reports as stipulated in Section V below. In addition to these operational and capacity enhancements, during the term of this agreement, Recipient shall complete the acquisition/rehabilitation or new construction of a minimum of **three (3)** single family affordable housing units for eligible homebuyers or renters within the designated CRA low income neighborhoods or other targeted areas as specified in this agreement; or for initial occupancy by low income families within Escambia County. Affordability shall be defined to require that total housing costs for principal, interest, taxes and insurance ("PITI") shall not exceed thirty percent (30%) of gross family income. New or rehabilitated housing units shall be constructed or rehabilitated generally in accordance with governing standards promulgated by the Florida Building Code.

B. By accepting CHDO operating funds, Recipient maintains that it currently has a contract commitment with the County for an eligible CHDO set aside project or that it will have a project commitment no later than 24 months from the date of this agreement (24 CFR 92.300(e))

III. SERVICES

A. Recipient shall develop forms, policies, client intake and tracking form(s), homebuyer processing procedures, financial record keeping controls, and other methods to document beneficiaries, Project costs, and proper utilization of HOME Project funds.

B. Recipient shall secure non-HOME financial and non-financial resources as needed to produce a minimum of **three (3)** affordable homes within the term of this agreement. HOME funds provided under this agreement shall not be utilized for payment of direct costs for acquisition, rehabilitation or construction of housing.

IV. RECIPIENT INFORMATION

RECIPIENT: AMR at Pensacola, Inc. 730 Bayfront Parkway, Suite 4-B Pensacola, Florida 32502	CONTACT PERSON: James J. Reeves PHONE: (850) 438-4400 FAX: (850) 434-3690
--	---

V. QUARTERLY REPORTS

A. Recipient shall prepare and provide to the contract manager a report of Project activities no less frequently than quarterly (the "Quarterly Report"). The duty to provide Quarterly Reports shall survive termination of this agreement until received by the County, or its agent, NEFI.

B. The Quarterly Report shall contain a narrative on the progress of the Project and a financial statement on expenditures made during the reporting period and shall be in the form provided herein.

C. Failure to submit the Quarterly Report narrative, financial reports or financial documentation shall be deemed good cause for withholding further payment to the Recipient.

VI. AUDIT REQUIREMENTS

The Recipient shall provide the contract manager with an audit report showing the financial affairs of the Recipient for the accounting period(s) encompassed by the term of this agreement. The audit period shall conform to the Corporation's designated accounting year.

VII. PAYMENT SCHEDULE AND PROCEDURE

A. As a pre-condition to payment by the County hereunder, not more often than monthly, the Recipient shall submit a written reimbursement request CHDO Operating Expense Project funds by presenting to the contract manager all supporting documentation detailing items for reimbursement. The contract manager shall review the documentation and shall process the request for payment unless deficiencies are detected, whereupon the contract manager will immediately notify Recipient of the deficiency. The County shall pay the eligible HOME reimbursement to the Recipient within fifteen (15) days of the date the payment voucher is received in the Clerk of the Circuit Court's Finance Office.

VIII. PROJECT EVALUATION, MONITORING AND REVIEW

A. The Project will be monitored continuously based upon the documentation submitted by Recipient. Additionally, the County's agent, NEFI, will review the Project at three (3), six (6) and nine (9) month intervals. The Recipient shall provide Project related information to the contract manager to assist in the review and will be responsible for compliance with the terms of this agreement.

B. The County shall review and evaluate Recipient's performance under this agreement and the effectiveness of the Project in producing affordable housing units. If found to be ineffective, modification may be made to this agreement or this Agreement may be terminated according to the provisions contained in Section 6.1 of the agreement.

ESCAMBIA/PENSACOLA MAXIMUM INCOME ELIGIBILITY LIMITS

(Effective December 1, 2011)

# PERSONS IN FAMILY	EXTREMELY LOW INCOME (30% OF MEDIAN)	VERY LOW INCOME (50% OF MEDIAN)	LOW INCOME (80% OF MEDIAN)	MODERATE INCOME (120% OF MEDIAN)
1	\$12,450	\$20,750	\$33,150	\$49,750
2	14,200	23,700	37,900	56,850
3	16,000	26,650	42,650	63,950
4	17,750	29,600	47,350	71,050
5	19,200	32,000	51,150	76,700
6	20,600	34,350	54,950	82,400
7	22,050	36,750	58,750	88,100
8	23,450	39,100	62,550	93,750

QUARTERLY STATUS REPORT

REPORT # _____

TO: ESCAMBIA/PENSACOLA HOME PROGRAM

FROM: AMR AT PENSACOLA, INC.

DATE: _____

RE: PROJECT: HOME CHDO OPERATING EXPENSE PROJECT
CONTRACT: 2011/2012 AMR OPERATING

QUARTER: October-December April-June
January-March July-September

I. PROGRESS REPORT

A. DESCRIBE IN DETAIL WHAT TYPES OF ACTIVITIES HAVE BEEN ACCOMPLISHED.

B. GIVE A COMPLETE LISTING OF THE AGENCIES OR INDIVIDUALS PARTICIPATING IN RECIPIENT ACTIVITIES AND THEIR INVOLVEMENT.

C. IDENTIFY ANY PERTINENT INFORMATION CONCERNING THE PROJECT'S PROGRESS OR PROJECT FUNDING. (IDENTIFY ANY PROBLEMS OR CONCERNS)

QUARTERLY FINANCIAL REPORT

AGENCY: AMR AT PENSACOLA, INC.

CONTRACT AMOUNT: \$ 15,749.00

Reporting Period (Quarter): 2011/20112
October-December
January-March
April-June
July-September

EXPENDITURES: _____

<u>EXPENDITURES BY LINE ITEM</u>	<u>HOME REIMBURSEMENT REQUESTED</u>
_____	_____
_____	_____
_____	_____
_____	_____
Total expenditures this period	\$ _____
Remaining contract amount	\$ _____
Balance end of this reporting period	\$ _____

Comments _____

I certify, that to the best of my knowledge, the financial and client data reported is true and correct.

Authorized Signature

Date

Position

EXHIBIT II

HOME CHDO OPERATING EXPENSE PROJECT BUDGET

**AMR AT PENSACOLA, INC.
2011/2012 HOME CHDO OPERATING ASSISTANCE
PROJECT BUDGET**

Salary/Fringe Benefits	\$ 15,500.00
Marketing/Advertising Costs	\$ 100.00
Office Supplies	\$ 50.00
Utilities, Internet Services, etc.	\$ 50.00
Travel	\$ 49.00
TOTAL BUDGET	\$ 15,749.00
	=====

***[Funds may be transferred between line items shown
above upon written request of the Recipient and written approval of NEFI]***

EXHIBIT III

DOCUMENTATION CONCERNING:

1. DESIGNATED COMMUNITY REDEVELOPMENT AREAS:

**COUNTY: WARRINGTON, BROWNSVILLE, ENGLEWOOD,
PALAFOX and BARRANCAS**

CITY: PENSACOLA URBAN AREA REDEVELOPMENT AREA

**2. DESIGNATED ENTERPRISE ZONE (ESCAMBIA COUNTY AND CITY OF
PENSACOLA)**

3. DESIGNATED URBAN INFILL AREAS

4. DESIGNATED NEIGHBORHOOD STABILIZATION PROGRAM TARGET AREAS

**CERTIFICATION AND ACKNOWLEDGEMENT
REGARDING PRIORITY AREAS FOR HOUSING DEVELOPMENT**

This certification acknowledges receipt of maps and legal descriptions of the various targeted areas identified in this agreement for purposes of implementation of the activities financed by Escambia County and the City of Pensacola. I/We have received, reviewed, and understand the maps and legal descriptions delineating the following areas within Escambia County and the City of Pensacola.

1. DESIGNATED COMMUNITY REDEVELOPMENT AREAS:

**COUNTY: WARRINGTON, BROWNSVILLE, ENGLEWOOD,
PALAFOX and BARRANCAS**

CITY: PENSACOLA URBAN AREA REDEVELOPMENT AREA

2. DESIGNATED ENTERPRISE ZONES (ESCAMBIA COUNTY AND CITY OF PENSACOLA)

3. DESIGNATED URBAN INFILL AREAS

3. DESIGNATED NEIGHBORHOOD STABILIZATION PROGRAM TARGET AREAS

Acknowledged by:

AMR at Pensacola, Inc.

By: _____

Date: _____

EXHIBIT IV

**DOCUMENTATION OF NON-PROFIT STATUS
AMR AT PENSACOLA, INC.**



Detail by Entity Name

Florida Non Profit Corporation

AMR AT PENSACOLA, INC.

Filing Information

Document Number N30736
FEI/EIN Number 592940706
Date Filed 02/16/1989
State FL
Status ACTIVE
Last Event AMENDMENT
Event Date Filed 07/06/1989
Event Effective Date NONE

Principal Address

C/O JAMES J. REEVES
730 BAYFRONT PARKWAY, SUITE 4-B
PENSACOLA FL 32502

Changed 04/29/2005

Mailing Address

C/O JAMES J. REEVES
730 BAYFRONT PARKWAY, SUITE 4-B
PENSACOLA FL 32502

Changed 04/29/2005

Registered Agent Name & Address

REEVES, JAMES J
730 BAYFRONT PARKWAY
SUITE 4-B
PENSACOLA FL 32502 US

Name Changed: 04/18/2011

Address Changed: 04/29/2005

Officer/Director Detail

Name & Address

Title PD

COBB, LAMAR B SR
4630 LA JOLLA

PENSACOLA FL 32504

Title VPT

REEVES, JAMES J
730 BAYFRONT PARKWAY 4-B
PENSACOLA FL 32502

Title D

LETT, CHRISTINE
3011 TORRES AVE.
PENSACOLA FL

Title D

ZIMMERN, DANIEL A
21 S. TARRAGONA ST, STE 100
PENSACOLA FL 32502

Title D

HOSEID, KATHY A
930 GERHARDT DR
PENSACOLA FL 32503

Annual Reports

Report Year Filed Date

2010	04/01/2010
2011	04/18/2011
2012	01/16/2012

Document Images

EXHIBIT V

**HOME PROGRAM FORMS AND ACKNOWLEDGEMENT
OF RECEIPT OF GOVERNING RULES AND REGULATIONS
AND OMB CIRCULAR A-12**

ANTI-LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS
AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form To Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____
Certifying Official
President, AMR at Pensacola, Inc.

Date: _____

CERTIFICATION REGARDING DRUG-FREE REQUIREMENTS

AMR AT PENSACOLA, INC. certifies that it will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibitions;
- (b) Establishing a drug-free awareness program to inform employees about-
 - (1) The dangers of drug abuse in the workplace ;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employer in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;
- (e) Notifying HUD within 10 days after receiving notice under subparagraph (d) (2) from an employer or otherwise receiving actual notice of such conviction;
- (f) taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted-
 - (1) taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- (g) making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

PLACE OF PERFORMANCE
FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Company: AMR at Pensacola, Inc. Date: _____

Grant Program Name: HOME Investment Partnerships Program (HOME)

Grant Number: M-11-DC-12-0225

AMR at Pensacola, Inc. shall insert in the space provided below the site(s) expected to be used for the performance of work under the grant covered by the certification:

PLACE OF PERFORMANCE (Including street address, city, county, state, and zip code for each site):

AMR at Pensacola, Inc.
730 Bayfront Parkway, Suite 4-B
Pensacola, Florida 32502

Total estimated number of employees expected to be engaged in the performance of the grant at the site(s) noted above:

Two (2)

SIGNED: _____
Certifying Officer

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature: _____
Name:
Title: **President/Owner**

CHDO Operating Assistance
Project Name
N/A
Project Number

Firm/Agency: **AMR at Pensacola, Inc.**
Street Address: **730 Bayfront Parkway, Suite 4-B**
Pensacola, Florida 32502

CERTIFICATION OF RECEIPT
HOME PROGRAM RULES AND REGULATIONS
AND OMB CIRCULAR A-122

I/We hereby certify and affirm that Escambia County has provided this agency with a complete copy of the current HOME Program Regulations at 24 CFR Part 92, a copy of OMB Circular A-122, and copies of any amendments to the governing regulations, as may be applicable to the activities to be provided through this Agreement. I/We have reviewed the various regulations and requirements and understand the requirements which govern the HOME funding provided under this Agreement. I/We also understand that clarification of any uncertainties regarding the application of the requirements related thereto should be resolved by contacting the Contract Manager denoted in this Agreement. If the Contract Manager cannot resolve the question, the issue will be submitted to the U. S. Department of Housing and Community Development for review and resolution.

Additionally, I/We have received a complete copy of the HOME (and Section 8) Income Compliance Manual and have reviewed the document to ensure compliance in the implementation of activities provided through this Agreement.

This certification is provided in lieu of including the entire text of the governing regulations in this Exhibit. I/We understand that additional copies of the entire text of the Regulations, OMB Circular, and/or Income Compliance Manual will be promptly provided upon written request directed to the Contract Manager by this recipient.

Recipient also affirms that it has received a copy of the Federal Register dated December 16, 2011 (available online at <http://www.gpo.gov/fdsys/pkg/FR-2011-12-16/pdf/2011-31778.pdf>) containing the HOME Program Proposed Rule. Any changes resulting from the final program rule as applicable to this agreement will be incorporated herein at such time as approved by HUD.

HOME Program Funding Recipient:

AMR at Pensacola, Inc.

By: _____

Date: _____



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2594

County Administrator's Report 12. 16.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/07/2012

Issue: Fiscal Year 2012-2013 Detailed Work Plan Budget - Mosquito Control

From: Keith Wilkins, REP, Department Director

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of the Detailed Work Plan Budget for the Mosquito Control Division Fiscal Year 2012-2013 - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action regarding the Detailed Work Plan Budget for the Mosquito Control Division:

- A. Approve the Detailed Work Plan Budget - Mosquito Control for Fiscal Year 2012-2013; and
- B. Authorize the Chairman to sign the document.

BACKGROUND:

The Florida Department of Agriculture and Consumer Services provides Escambia County with Grant Funds to supplement its Mosquito Control Division budget. In order to receive the Fiscal Year 2012-2013 grant, the County's Mosquito Control is required to provide a Detailed Work Plan Budget that shows how these funds will be used. The proposed Detailed Work Plan Budget is based on the next fiscal year's proposed County Budget. The Escambia County Management and Budget Services Department has reviewed this proposed Detailed Work Plan Budget for Fiscal Year 2012-2013 and found it to be acceptable. The State Grant funds will be appropriated under Fund 106, Cost Center 220703.

BUDGETARY IMPACT:

The revenue received from the Florida Department of Agriculture and Consumer Services will augment funds provided by the County to operate the Mosquito Control Division.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

Approval of this recommendation will require no additional personnel.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Board of County Commissioners' policy governing Grant applications. This recommendation is consistent with Board's goals and objectives of capitalizing on alternate revenue generation without increasing the tax burden.

IMPLEMENTATION/COORDINATION:

Upon the Board's approval, the Community and Environment Department/Mosquito Control Division will forward the required documents to the appropriate State office.

Attachments

Mosquito Control WP 2012_2013



Florida Department of Agriculture & Consumer Services
 Division of Agricultural Environmental Services
 Bureau of Entomology and Pest Control

DETAILED WORK PLAN BUDGET

Adam H. Putnam,
 Commissioner

Recommend For Approval: _____ Date: _____ Approved by: _____ Bureau of Entomology and Pest Control Date: _____	FOR FISCAL YEAR BEGINNING: OCTOBER 1, 2012 ENDING: SEPTEMBER 30, 2013 COUNTY or DISTRICT: <u>Escambia County, Florida</u> AUTHORITY: <u>Chapter 388.341, F.S.</u>	Prepared by: Robert R. Betts, Division Manager, Mosquito Control Division _____ DATE: June 7, 2012 Approved by: Board of County Commissioners, Escambia County, Florida _____ Wilson B. Robertson, Chairman, Board of County Commissioners Attest: Ernie Lee Magaha, Clerk of the Court _____ Deputy Clerk Date: _____
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Page 1 of 4			TO BE PAID FROM			PROGRAM ELEMENTS				
Account	TITLE	Period or Quantity	Rate or Unit	Total Cost	Local	State	General	Capital		
12	R. Betts, Division Manager	2080	\$33.04	\$68,723	\$68,723	\$0				
12	M. Mello, Mosquito Control Supervisor	2080	\$16.30	\$33,903	\$33,903	\$0				
	J. Sanders, Fleet Maint. Technician	2080	\$19.59	\$40,755	\$40,755	\$0				
	K. Bell, Mosquito Control Technician	2080	\$18.02	\$37,477	\$37,477	\$0				
	A. Cotton, Mosquito Control Technician	2080	\$12.41	\$25,813	\$25,813	\$0				
	L. Padgett, Mosquito Control Technician	2080	\$18.90	\$39,308	\$39,308	\$0				
	K. Sargent, Mosquito Control Technician	2080	\$11.25	\$23,400	\$23,400	\$0				
	C. Rooker, Mosquito Control Technician	2080	\$12.66	\$26,329	\$26,329	\$0				
	E. Wise, Mosquito Control Technician	2080	\$12.66	\$26,329	\$26,329	\$0				
	V. McClure, Sr. Office Support Assistant	2080	\$15.86	\$32,989	\$32,989	\$0				
14	Overtime	37	\$108.20	\$4,000	\$0	\$4,000				
10	Personal Services			\$359,026	\$355,026	\$4,000				
21	FICA Taxes	1 Year	7.65%	\$27,160	\$27,160	\$0				
22	Retirement Contributions	1 Year		\$20,849	\$20,849	\$0				
23	Life and Health Insurance	1 Year		\$85,000	\$85,000	\$0				
24	Workers' Compensation	1 Year		\$20,390	\$20,390	\$0				
20	Personal Benefits			\$153,399	\$153,399	\$0				
34	Uniforms	1 Year		\$1,900	\$1,900	\$0				
30	Operating Expenses			\$1,900	\$1,900	\$0				
40.1	Per Diem or Meals	1 Year		\$10,000	\$500	\$9,500				
40.2	Incidental Travel Expenses	1 Year		\$1,500	\$0	\$1,500				
40	Travel and Per Diem			\$11,500	\$500	\$11,000				
Sub-Totals Carried Forward				\$525,825	\$510,825	\$15,000				



Florida Department of Agriculture & Consumer Services
 Division of Agricultural Environmental Services
 Bureau of Entomology and Pest Control
DETAILED WORK PLAN BUDGET

Adam H. Putnam,
 Commissioner

Recommend For Approval: _____ Date: _____ Approved by: _____ Bureau of Entomology and Pest Control Date: _____	FOR FISCAL YEAR BEGINNING: OCTOBER 1, 2012 ENDING: SEPTEMBER 30, 2013 COUNTY or DISTRICT: <u>Escambia County, Florida</u> AUTHORITY: <u>Chapter 388.341, F.S.</u>	Prepared by: Robert R. Betts, Division Manager, Mosquito Control Division _____ DATE: June 7, 2012 Approved by: Board of County Commissioners, Escambia County, Florida _____ Wilson B. Robertson, Chairman, Board of County Commissioners Attest: Ernie Lee Magaha, Clerk of the Court _____ Deputy Clerk Date: _____
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Page 2 of 4			TO BE PAID FROM				PROGRAM ELEMENTS				
Account	TITLE	Period or Quantity	Rate or Unit	Total Cost	Local	State	General	Capital			
Carried Forward from Page 1				\$525,825	\$510,825	\$15,000					
41	Communication Services	1 Year		\$3,200	\$3,200	\$0					
42	Freight Services	1 Year		\$700	\$500	\$200					
44	Rentals and Leases	1 Year		\$500	\$500	\$0					
46 Repair and Maintenance Services											
46.1	Maintenance of Automotive Equipment	1 Year		\$5,928	\$4,100	\$1,828					
46.2	Maintenance of Office Equipment	1 Year		\$650	\$650	\$0					
46.3	Maintenance of Other Equipment	1 Year		\$6,000	\$3,750	\$2,250					
Sub-Total Repair and Maint. (Accts. 46.1 - 46.4)				\$12,578	\$8,500	\$4,078					
47	Printing and Binding	1 Year		\$1,000	\$650	\$350					
49 Other Current Charges and Obligations											
49	VCMS License Fee	1 Year		\$500	\$0	\$500					
50 Supplies and Materials											
51	Office Supplies / Materials	1 Year		\$2,500	\$2,500	\$0					
Operating Supplies											
52.10	Gasoline	1 Year	\$4.00	\$28,957	\$28,957	\$0					
52.11	Oil 5W-20 (16 Gal Keg)	2	\$167.12	\$334	\$334	\$0					
52.12	Transmission Fluid (Case of 12)	0	\$29.64	\$0	\$0	\$0					
52.13	Brake Fluid (Case of 12)	0	\$41.88	\$0	\$0	\$0					
52.14	Power Steering Fluid (Case of 12)	0	\$47.28	\$0	\$0	\$0					
52.15	Windshield Washer Fluid (Case of 6)	0	\$20.34	\$0	\$0	\$0					
Sub-Total Operating Supplies (Accts. 52.10 - 52.15)				\$29,291	\$29,291	\$0					
Sub-Totals Carried Forward				\$50,269	\$45,141	\$5,128					



Florida Department of Agriculture & Consumer Services
 Division of Agricultural Environmental Services
 Bureau of Entomology and Pest Control
DETAILED WORK PLAN BUDGET

Adam H. Putnam,
 Commissioner

Recommend For Approval: _____ Date: _____ Approved by: _____ Bureau of Entomology and Pest Control Date: _____	FOR FISCAL YEAR BEGINNING: OCTOBER 1, 2012 ENDING: SEPTEMBER 30, 2013 COUNTY or DISTRICT: <u>Escambia County, Florida</u> Authority: Chapter 388.341, F.S.	Prepared by: Robert R. Betts, Division Manager, Mosquito Control Division _____ DATE: June 7, 2012 Approved by: Board of County Commissioners, Escambia County, Florida _____ Wilson B. Robertson, Chairman, Board of County Commissioners Attest: Ernie Lee Magaha, Clerk of the Court _____ Deputy Clerk Date: _____
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Page 3 of 4			TO BE PAID FROM				PROGRAM ELEMENTS				
Account	TITLE	Period or Quantity	Rate or Unit	Total Cost	Local	State	General	Capital			
Carried Forward from Page 2				\$29,291	\$29,291	\$0					
52.21	Kontrol Mini-tote	1	\$21.00	\$5,775	\$0	\$5,775					
52.22	Methoprene Briquets (30-day) (per Case)	6	\$420.00	\$2,520	\$2,520	\$0					
52.23	Methoprene XR Briquets (150-day) (per Case)	7	\$666.60	\$4,666	\$4,666	\$0					
52.25	BTI Flowable Liquid (per Case)	4	\$220.81	\$883	\$883	\$0					
52.26	Four Star Briquet (180) (per Case)	20	\$607.70	\$12,154	\$12,154	\$0					
52.27	Natular XRT (per Case)	7	\$801.57	\$5,611	\$5,611	\$0					
Sub-Total Chemicals (Accts. 52.20 - 52.26)				\$31,609	\$25,834	\$5,775					
52.30	Clothing and Wearing Apparel	1 Year		\$770	\$770	\$0					
52.40	Miscellaneous Supplies and Incidentals	1 Year		\$1,900	\$950	\$950					
52.41	Entomological Supplies/Dry Ice	1 Year		\$1,525	\$400	\$1,125					
52.50	Tools and Small Implements	1 Year		\$993	\$293	\$700					
52	Total Operating Supplies			\$66,089	\$57,539	\$8,550					
54	Books, Publications & Subscriptions	1 Year		\$0	\$0	\$0					
54	Memberships - FMCA	1 Year		\$1,060	\$650	\$410					
54	Memberships - AMCA	1 Year		\$240	\$0	\$240					
55	Training	1 Year		\$3,000	\$1,500	\$1,500					
Subtotals Carried Forward				\$41,097	\$30,397	\$10,700					



Florida Department of Agriculture & Consumer Services
 Division of Agricultural Environmental Services
 Bureau of Entomology and Pest Control
DETAILED WORK PLAN BUDGET

Adam H. Putnam,
 Commissioner

Recommend For Approval: _____ Date: _____ Approved by: _____ Bureau of Entomology and Pest Control Date: _____	FOR FISCAL YEAR BEGINNING: OCTOBER 1, 2012 ENDING: SEPTEMBER 30, 2013 COUNTY or DISTRICT: <u>Escambia County, Florida</u> AUTHORITY: Chapter 388.341 F.S.	Prepared by: Robert R. Betts, Division Manager, Mosquito Control Division _____ DATE: June 7, 2012 Approved by: Board of County Commissioners, Escambia County, Florida _____ Wilson B. Robertson, Chairman, Board of County Commissioners Attest: Ernie Lee Magaha, Clerk of the Court _____ Deputy Clerk Date: _____
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Page 4 of 4			TO BE PAID FROM			PROGRAM ELEMENTS				
Account	TITLE	Period or Quantity	Rate or Unit	Total Cost	Local	State	General	Capital		
	Carried Forward from Page 1			\$525,825	\$510,825	\$15,000				
	Carried Forward from Page 2			\$50,269	\$45,141	\$5,128				
	Carried Forward from Page 3			\$41,097	\$30,397	\$10,700				
72	Interest			\$0	\$0	\$0				
89	Contingency (Current Year)			\$5,864	\$0	\$5,864				
Total Expenditure Budget and Changes				\$623,056	\$586,364	\$36,692				
0.001	Reserves - Future Capital Outlay			0.00	0.00					
0.002	Reserves - Self-Insurance			0.00	0.00					
0.003	Reserves - Cash Balance to be carried over			0.00	0.00					
0.004	Reseves - Sick and Annual Leave			0.00	0.00					
Total Reserves Ending Balance				0.00	0.00	0.00				
Total Budgetary Expenditures and Balance				\$623,056	\$586,364	\$36,692				



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2633

County Administrator's Report 12. 17.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/07/2012

Issue: County Sponsorship for 16th Annual Florida Neighborhoods Conference

From: Keith Wilkins, REP, Department Director

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning County Sponsorship for the 16th Annual Florida Neighborhoods Conference - Keith Wilkins, REP, Community & Environment Department Director

That the Board approve County sponsorship for the 16th Florida Neighborhoods Conference, which includes expenditures from the Fiscal Year 2011/2012 4th Cent Tourist Development Tax Allocation, not to exceed \$12,000. These funds will be spent on expenses for the 16th Annual Florida Neighborhoods Conference to be held July 12, 2012, through July 14, 2012.

[Funding Source: Fund 108, 4th Cent Tourist Development Tax, Cost Center 360105, Object Code 54801]

BACKGROUND:

The Florida Neighborhoods Conference will be held in Pensacola on July 12th through July 14th. This is the first time the State Planning committee has selected a host city from the Florida Panhandle. The Florida Neighborhoods Conference was started for our State's residents to provide an opportunity to network, visit a variety of communities throughout our beautiful and diverse State, but also to share and learn from each other.

A portion of the sponsorship funds will be spent on the opening reception at Pensacola Beach on July 12th with catering and entertainment. The funds will also be used for a tour of the Community Redevelopment Districts, lunch and souvenirs for conference participants, as well as a sponsor table.

BUDGETARY IMPACT:

Funds will be allocated from the reserves in the 4th Cent Tourist Development Tax. The balance after this allocation will be \$581,308.

LEGAL CONSIDERATIONS/SIGN-OFF:

This item did not receive legal review.

PERSONNEL:

The CRA Staff are assisting during all conference preparation and events.

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board policy requires review and approval for this type of expenditure.

IMPLEMENTATION/COORDINATION:

The CRA Division Manager will review any expenses incurred as part of the conference budget. The conference event planning has been conducted in conjunction with the State Planning Committee, of which the CRA Division Manager is a member, and the City of Pensacola.

Attachments

FNC 2012 Brochure

16TH ANNUAL FLORIDA NEIGHBORHOODS CONFERENCE

Pensacola, Florida • July 12-14, 2012



REGISTRATION BOOKLET



FLORIDA NEIGHBORHOODS CONFERENCE, INC.
Pensacola 2012



WELCOME TO PENSACOLA

City of Pensacola

Welcome to Pensacola, and thank you for selecting our city as the site of the 16th Annual Florida Neighborhoods Conference.

Great things are happening in Pensacola. We've just completed our new Community Maritime Park, featuring a waterfront stadium that's home to the Cincinnati Reds affiliated Pensacola Blue Wahoos. Downtown Pensacola is as vibrant as ever, with great dining, arts, and entertainment options. And with two new neighborhood resource centers planned for 2012, we're working hard to strengthen and enrich our great neighborhoods.

Pensacola is proud to welcome this conference to Northwest Florida for the first time, and I know you'll enjoy your time with us.

Sincerely,

Ashton J. Hayward
Mayor, City of Pensacola



Escambia County

The Board of County Commissioners and the citizens of Escambia County welcome you. This is the first time that the Annual Florida Neighborhood Conference has been held in our community and we are excited to participate and to serve you!

Strong neighborhoods are important and we are committed to empowering our citizens to take the lead in making our neighborhoods and community a better place to live, work and play.

Enjoy your stay and may you find this conference just what you need to inspire and motivate you to make Florida a better place to live.

Sincerely,

Marie K. Young, Commissioner
Escambia County Board of Commissioners





MESSAGE FROM THE PRESIDENT

Leadership and learning are indispensable to each other.
JOHN F. KENNEDY

Greetings Conference Attendees/FNC Members!

On behalf of the FNC, Inc. and the State Planning Committee, welcome to the 16th Annual Florida Neighborhoods Conference! This conference will be a first for us — the first conference in Florida's Panhandle, and thanks to Mayor Ashton Hayward and the City of Pensacola for your gracious hospitality.



The Florida Neighborhoods Conference was started for our State's residents to provide an opportunity to network, visit a variety of communities throughout our beautiful and diverse State, but also to share and learn from each other. I hope that our conference participants have the chance to meet and learn from other neighbors, tour Pensacola and learn how to show your love of community by continuing what you are doing — being active, involved and making a difference.

I look forward to meeting (and seeing again, to our returnees) you in Pensacola!

Sincerely,

Susan P. Ajoc, AICP, FCP

Florida Neighborhoods Conference, Inc. President • St. Petersburg

FLORIDA NEIGHBORHOODS CONFERENCE STATE PLANNING COMMITTEE

City of Clearwater
Eric Wilson
(727) 562-4554

City of Jacksonville
Kenny Logsdon*
(904) 255-8237

City of Largo
Tom Moore*
(727) 587-6749

Escambia County
Eva Peterson
(850) 595-3217

Town of Jupiter
Julie Mitchell
(561) 741-2511

Manatee County
Debbie DeLeon
(941) 749-3029

City of Ft. Lauderdale
Hal Barnes*
(954) 828-5065
Sheri Roberts*
(954) 828-6656

City of Lakeland
Lynne Simpkins*
Vice President
(863)-834-6027

City of Melbourne
Denise Carter*
(321) 674-5734



FLORIDA NEIGHBORHOODS CONFERENCE, INC.
Pensacola 2012

KEYNOTE SPEAKER

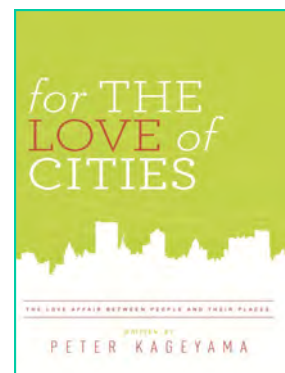
Peter Kageyama

Peter Kageyama is an internationally recognized expert on community development and grassroots engagement. He is the author of *For the Love of Cities*, which explores in detail the value of emotional engagement with our cities, how that connection is created and nurtured, and how it can be turned into a development resource for places.

As the co-founder and producer of the Creative Cities Summit, an interdisciplinary event that brings together citizens, thought leaders and practitioners around the big idea of the city, Peter has been a central connector in the field of place and community making. He is the former President of Creative Tampa Bay, a grassroots community change organization based here in the region. He has spoken all over the world about bottom up community development and the amazing people that are making change happen.



His book, *For the Love of Cities*, was recently recognized by Planetizen as a Top 10 Book for 2012 in urban planning, design and development. He is based in St. Petersburg, Florida.



The first 150 paid conference registrants will receive a complimentary copy of For The Love of Cities.

Be sure to have yours autographed by Peter!

FLORIDA NEIGHBORHOODS CONFERENCE STATE PLANNING COMMITTEE

Orange County
Lavon Williams*
Secretary
(407) 836-5614

City of Orlando
Susan Harris*
(407) 246-2779

Pasco County
Eugene Williams
(727) 834-3445

City of Pensacola
M. Helen Gibson
(850) 436-5650

City of St. Petersburg
Susie Ajoc*
President
(727) 892-5141

City of Winter Haven
Kaye Boone
(863) 298-4482

Michael Raposa*
St. Petersburg
(727) 946-8626

Richard Whipple*
Past President
Ft. Lauderdale
(954) 612-0065

* FNC Board Members



CONFERENCE AT-A-GLANCE

The Florida Neighborhoods Conference, Inc. (FNC) is excited to host the 16th Annual Florida Neighborhoods Conference in Pensacola. The FNC is dedicated to empowering residents to become more effective in leading their own communities to greater heights.

The State Planning Committee consists of representatives from 16 city and county neighborhood offices. Their goal is to provide a valuable learning experience for those who participate in this event.

The State Planning Committee solicited ideas from residents throughout many Florida cities and counties to improve this conference. Every workshop is based on evaluations from previous conferences and surveys. To prepare for the 2012 conference, the committee met in December to select the scheduled workshops, and the responsibility for selecting workshop facilitators has been shared by those who are planning the conference.

Thursday, July 12

3:00 p.m. – 4:00 p.m.	State Planning Committee Meeting	Board Room
4:00 p.m. – 7:00 p.m.	Registration	Outside Grand Ballroom
5:30 p.m. – 7:00 p.m.	Welcome Reception	Pensacola Beach (Shuttle in Front of Hotel)

Friday, July 13

7:00 a.m. – 3:00 p.m.	Registration	Outside Grand Ballroom
7:30 a.m. – 5:00 p.m.	Exhibits	Atrium
8:00 a.m. – 9:30 a.m.	Welcome Breakfast	Grand Ballroom
10:00 a.m. – 11:15 a.m.	Workshop Session I	Salons A, B, C, Grand Central Station
11:15 a.m. – 1:15 p.m.	Lunch	On Your Own
1:30 p.m. – 2:45 p.m.	Workshop Session II	Salons A, B, C, Grand Central Station
3:00 p.m. – 4:15 p.m.	Workshop Session III	Salons A, B, C, Grand Central Station
5:00 p.m. – 7:00 p.m.	Neighborhood Pride Tours	Depart in Front of Hotel
8:00 p.m. – 9:30 p.m.	Social	Seville Quarter

Saturday, July 14

7:00 a.m. – 9:00 a.m.	Registration	Outside Grand Ballroom
7:00 a.m. – 8:00 a.m.	Continental Breakfast	Atrium
8:00 a.m. – 9:00 a.m.	FNC General Membership Meeting	Grand Ballroom
9:15 a.m. – 10:30 a.m.	Workshop Session IV	Salons A, B, C, Grand Central Station
10:45 a.m. – NOON	Workshop Session V	Salons A, B, C, Grand Central Station



WORKSHOPS AT-A-GLANCE

Friday, July 13

SESSION I — 10:00-11:15 a.m. • WORKSHOPS #1-4

- Workshop #1: Disaster Communications in Neighborhoods
- Workshop #2: Fundraising With a Purpose
- Workshop #3: For the Love of Cities
- Workshop #4: Planning a Win for the Good Guys: Citizen Initiated Crime Prevention

SESSION II — 1:30-2:45 p.m. • WORKSHOPS #5-8

- Workshop #5: History & Culture in Neighborhood Revitalization
- Workshop #6: Leading with Style & Grace (\$5 fee)
- Workshop #7: Promoting Your Neighborhood Through Social Media
- Workshop #8: Neighborhood Youth Commissions

SESSION III — 3:00-4:15 p.m. • WORKSHOPS #9-12

- Workshop #9: Common Legal Issues for Homeowner Associations
- Workshop #10: Organizing to Action: Putting Your Ideas into Action
- Workshop #11: Stabilizing Neighborhood Property Values — Options That Work
- Workshop #12: Neighborhood Wellness Challenge

Saturday, July 14

SESSION IV — 9:15-10:30 a.m. • WORKSHOPS #13-16

- Workshop #13: Fundraising With a Purpose
- Workshop #14: Promoting your Neighborhood Through Social Media
- Workshop #15: For the Love of the Cities
- Workshop #16: Neighborhood Beautiful

SESSION V — 10:45 a.m.-12:00 noon • WORKSHOPS #17-20

- Workshop #17: Neighborhood Wellness Challenge
- Workshop #18: Value of Community Gardens in Neighborhoods
- Workshop #19: Dealing With Street Gangs
- Workshop #20: Common Legal Issues for Homeowner Associations



WORKSHOPS IN DETAIL

Disaster Communications in Neighborhoods – # 1

Almost every community in Florida is susceptible to one type of emergency or disaster. This workshop will provide communication solutions when traditional channels are no longer available. The Director of Brace (Be Ready Alliance Coordinating for Emergencies) will speak about their nationally recognized programs for addressing the elderly and shut-ins, and childcare for first responders. Local neighborhood representatives will share strategies for coming together as a community after a disaster strikes.

Fundraising With a Purpose – # 2 & 13

Raising funds for your neighborhood can be overwhelming, especially when you don't have a goal in mind. Come learn how to take simple ideas and raise money for your organization. You'll also learn how to organize for grant writing and sponsorship requests. For those who are more experienced, come and share your success.

For the Love of Cities – # 3 & 15

As a follow up to his keynote presentation, Peter Kageyama will lead an interactive workshop session that puts the ideas from his book, *For the Love of Cities*, into practice. Sharing exercises that he has done across the country, he will show how to engage local citizens, how people connect with their community, how to improve and maximize that connection and lead more people towards being "in love" with their place. He emphasizes locally based solutions that do not require significant resources and can be quickly implemented.

Planning a Win for the Good Guys: Citizen Initiated Crime Prevention – #4

Crime prevention involves much more than uniformed police patrols. It requires a collaboration of community residents and the police. Hear from residents who are taking back their neighborhoods through crime watch, Courtwatch and other citizen-initiated strategies.

History & Culture in Neighborhood Revitalization – # 5

What is the value of documenting and sharing your neighborhood's historical and cultural significance? The answer can be found in one of Pensacola's oldest neighborhoods, Belmont DeVilliers. This rich, vibrant community is the focus of an upcoming film documentary that shares the story of the historical, social, economic and cultural ebbs and flows that helped to make this neighborhood an entertainment, business and residential epicenter for Pensacola's peoples of color. Join in this valuable discussion and get an extended preview of the documentary, *Belmont DeVilliers: The Making of a Neighborhood*. Also, preview University of West Florida's *Next Exit History* project and the WSRE *Galvez* documentary.



WORKSHOPS IN DETAIL

Leading With Grace and Style – # 6

The workshop is designed for new and veteran neighborhood leaders alike. Participants will explore their individual leadership style to ensure they are serving the very best they can. Time will be spent discussing four common leadership styles, and suggestions will be offered for interacting with other styles. Leaders interested in self-discovery and building stronger organizations are encouraged to not miss this workshop. Due to the nature of the subject matter, this workshop is limited to 100 participants. **Please note:** there is a \$5 fee to take the BEST Leadership Style Inventory and it will be collected at the door. This is not included in the Conference Registration Fee. Please have cash!

Promoting Your Neighborhood Through Social Media – # 7 & 14

In this workshop you will learn how to use technology to help promote your neighborhood as well as keep people informed. You will learn the basics of setting up a web page and using Facebook as a tool for getting the word out about your neighborhood. Neighborhood Board members will share best practices, and a member of the Pensacola Presidents Council will share how they are linking all the associations together into one central portal to share information.

Youth Engagement Neighborhood Revitalization – # 8

This workshop will teach participants how and why to start a youth commission in their communities. Discussion will include expected community benefits, the initial start-up steps, and best practices. Presenters will be able to answer questions about Manatee County's experience in recently establishing a Youth Commission, as well as discuss common challenges and solutions.

Common Legal Issues for Homeowner Associations – # 9 & 20

This workshop explores the many legal issues that are common to homeowner associations. It is a wonderful workshop for people who serve as officers and directors. Come learn more about your legal responsibilities and how to keep your organization in good standing.

Organizing to Action: Putting Ideas into Action – # 10

Does your neighborhood organization have great ideas, but a hard time implementing them? It is motivating and fun to talk about ideas, events and projects that will make a difference and create a positive impact. The challenge is implementing and making those ideas and projects a reality. This workshop will outline key elements needed to successfully move your association into action and success.



WORKSHOPS IN DETAIL

Stabilizing Property Values: Options That Work for Communities — # 11

Discover best practices designed to help communities stabilize their current housing situation and eliminate vacant, nuisance properties while advancing home ownership to build strong communities into the future. A lender, not-for-profit and neighborhood residents will discuss how they partnered to meet this challenge through strategies focusing on home ownership, sustainability, home-purchase recovery and property management.

Neighborhood Organization Wellness Challenge — # 12 & 17

How healthy is your neighborhood organization? Are you where you "want" or "need" to be as an organization? Has your organization mastered the basic skills for success? Evaluate your organization in the following categories: Solid Foundation, Nurturing Leadership, Neighborly Communication, Well-Executed Projects, and Community Building. Participants will walk away with an organization wellness scorecard and ideas to make their organization more successful!

Neighborhood Beautiful — # 16

This workshop will look at overall community-building impact of beautification/improvement projects on neighborhoods around the state. Beyond just putting plants in the ground, physical enhancement projects boost resident participation and cohesiveness, increase property values, and help shape neighborhood identity and perception as a good place to live and invest. It will cover funding sources and other resources, lessons learned, and the impact on the community and the participants. It will also include a discussion of Florida-friendly landscaping — the right plant in the right place — and the before and after of community-building beautification projects (beyond just putting plants in the ground).

The Value of Community Gardens in Neighborhoods — # 18

"The man who has planted a garden feels that he has done something for the good of the world," said Vita Sackville-West, English author, poet and gardener. Learn how a community garden can change a neighborhood by bringing people together, eliminating blighted lots, creating outdoor classroom space and encouraging healthy lifestyles. Community gardens create an opportunity for interaction among neighbors in working together to cultivate, plant, harvest and educate, as well as stretch food budgets by offering access to fresh produce at little cost.

Dealing with Street Gangs — # 19

Are there visible signs that someone is a gang member? Learn what strategies are being used to address gang activity, and/or discourage youth from joining a gang. What can we do as residents to address street gang activity?



FLORIDA NEIGHBORHOODS CONFERENCE, INC.
Pensacola 2012

TAKE A TOUR

ALL TOURS ARE SCHEDULED FOR FRIDAY, JULY 13, 2011 FROM 5:00 — 7:00 PM

*You must register for the conference in order to select a Neighborhood Pride Tour.
All tours include bus transportation and will require light walking. Dinner will be provided.*

Tour # 1 - Pensacola Downtown Redevelopment District: Live, Work and Play

People that live downtown, LOVE downtown. The more than 2,200 people that now call Downtown Pensacola home list walkability, cultural attractiveness, waterfront proximity, and a high quality of life as the reasons they love living here. They walk the same paths that Andrew Jackson once tread when they go from their homes to the downtown restaurants, shopping, entertainment and churches – and they realize the uniqueness and value of downtown's bustling urban environment.



Tour # 2 - America's First Settlement: Historic Pensacola Village

Walk back in time to one of the nation's earliest neighborhoods when visiting Historic Pensacola Village, a preserved neighborhood from the 1800's. A massive collection of architecture of the past, restored structures, museums and archeological features, the buildings and landmarks of the village are as diverse as its early population and reflect Pensacola's multicultural heritage. Walk into the future: observe robots simulate human intelligence at the Florida Institute for Human and Machine Cognition, located in the heart of the historic district.

Tour # 3 - Historic Neighborhoods Old and New

Nothing reveals a city's personality as much as its history and the neighborhoods created by that history. Through hurricanes and floods, learn how the Historic Seville Neighborhood has endured and rebounded from blight and abandonment to a highly desirable residential district. Tour the adjacent Aragon Court neighborhood, Pensacola's new historic district neighborhood, built in the Neo-classical tradition of Seaside – old and new, side by side.



Tour # 4 - Escambia County Redevelopment Districts

The County established the Redevelopment Agency in 1995. Since then five redevelopment areas have been designated. This tour will explore completed and ongoing projects dealing with parks, boardwalks, streetscape, curb appeal, sidewalk, and boat launch projects in all five CRA districts. These projects deal with environmental, residential and commercial aspects giving the people working and living in and around these districts a positive mentality and also sense of pride and awareness to pass on for future generations.



CONFERENCE REGISTRATION

Please Print

First Name	MI	Last Name
Email Address		Phone Number
Name Preferred for Name Tag		Municipality
Organization or Affiliation		
Street Address		
City	State	Zip Code

Select T-Shirt Size

Small
 Medium
 Large
 X-Large
 2X-Large
 3X-Large

Registration Fees

- The 2012 Florida Neighborhoods Conference is limited to 250 registrants.
- Workshops and tours will be filled on a first-come, first-serve basis.
- An acceptable registration is one that includes a completed registration form and payment in full.
- Basic registration fees cover all events, excluding the tours.
- No refunds will be granted for conference registration fees. In consideration of all conference attendees, no children under 15 years of age in workshops or on tours, please.

	Postmarked by 5/31/2012	Postmarked after 5/31/2012
Registration	<input type="checkbox"/> \$50	<input type="checkbox"/> \$85
Neighborhood Pride Tour	<input type="checkbox"/> \$5	<input type="checkbox"/> \$5

Total Payment \$

Payment Method: Registration may be paid online by Mastercard or Visa by *May 31, 2012* to receive the regular conference rate. You may also mail your completed registration form with check/money order made payable to Florida Neighborhoods Conference, Inc. FNC P.O. Box 2812, Orlando, FL 32802.



FLORIDA NEIGHBORHOODS CONFERENCE, INC.
Pensacola 2012

WORKSHOP AND TOUR SELECTION

Review the workshop schedule and descriptions on pages 7-9 and the tour schedule and descriptions on page 10 to help guide you in making your selections. Tour and workshop requests will be filled on a first-come, first-serve basis. Every effort will be made to grant first choices; however, all workshops and tours have space limitations. When making workshop and tour selections, please indicate both the number and title of the workshop or tour to prevent confusion.

Workshop Selections

	FRIDAY			SATURDAY	
	SESSION I 10:00-11:15 AM	SESSION II 1:30-2:45 PM	SESSION III 3:00-4:15 PM	SESSION IV 9:15-10:30 AM	SESSION V 10:45AM-NOON
FIRST CHOICE					
SECOND CHOICE					

Tour Selections

ALL TOURS ARE SCHEDULED FOR FRIDAY, JULY 13, 2012 FROM 5:00-7:00 PM	
FIRST CHOICE	
SECOND CHOICE	
THIRD CHOICE	

If you have questions regarding your registration, you may contact Susan Ajoc at (727) 892-5141 or susan.ajoc@stpete.org.



ALL-STATE TEAM NOMINATION FORM

The Florida Neighborhoods Conference is accepting nominations for the All-State Neighborhood Team. Winners will be announced during the 2012 Florida Neighborhoods Conference, being held July 12-14, 2012 in Pensacola, FL. The FNC State Planning Committee wants to recognize the dedication and commitment of neighborhood leaders from throughout the State of Florida for their unwavering efforts to improve the neighborhoods and communities where they live. Citizens will be annually inducted into the All-State Neighborhood Team.

Please consider nominating someone who:

1. Is an active member of a neighborhood group (e.g. association, neighborhood watch, block captain, concerned citizen, etc.);
2. Is a trailblazer in neighborhood initiatives or grassroots efforts;
3. Goes above and beyond in neighborhood improvement projects;
4. Is proactive in promoting good neighbor relationships; and/or
5. Is a proven leader in the community.

Nominations must be completed on this form. Deadline for nominations is Friday, June 15, 2012 (postmarked). No facsimiles or e-mails will be accepted. One award will be given in each Florida Department of Transportation District. To locate the Districts, visit <http://www.dot.state.fl.us> and type transportation district in the FDOT search box.

Nominee Information

Name:

Address:

City:

State:

Zip:

Office Phone:

Home Phone:

Email:

Association:

City/County Affiliation:

FDOT District:

Person Making Nomination

Name:

Day Phone:

Email:

Nominations must be submitted on this form and mailed with the registration form by Friday, June 15, 2012.



HOTEL ACCOMODATIONS

Conference Host Hotel Crowne Plaza Pensacola Grand Hotel

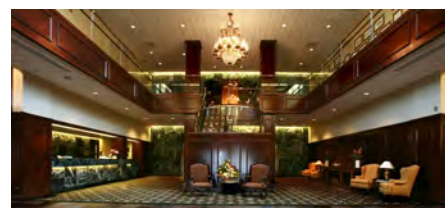
The host hotel for the 2012 Florida Neighborhoods Conference is the historic Crowne Plaza Grand Hotel. Please reserve your room by May 28, 2012 and be sure to mention the Florida Neighborhoods Conference to receive the discounted conference room rate of \$103 (excluding tax). Room rates are based on availability. Parking is free for conference registrants and guests staying at the Crowne Plaza Grand in the self-parking area.

About the Pensacola Grand Hotel

Winner of IHG (Intercontinental Hotels Group) 2011 TORCHBEARER AWARD, the Crowne Plaza Pensacola Grand Hotel has a rich heritage dating back to 1912. The hotel is located on the site of the historic L&N Railroad Passenger Depot, which has been restored and now houses the hotel's lobby, lounges, shops and meeting rooms.

200 East Gregory Street
Pensacola, FL 32502
(850) 433-3336

www.pensacolagrandhotel.com
1-877-2-CROWNE
Group Code: FLC



Information You Need to Know

- Casual, comfortable clothing will be appropriate for all conference activities.
- Meeting rooms may be cool enough to warrant a light jacket or sweater.
- Parking is free in the self-parking area for conference participants and guests staying at the hotel.
- If you have special needs and require reasonable accommodation regarding your hotel stay, please make your request when making of your hotel reservation with the Crowne Plaza.
- You must register for the conference in order to select a Neighborhood Pride Tour.
- In consideration of all conference attendees, please, no children under 15 years of age in workshops or on tours.

The Florida Neighborhoods Conference is considered a public event. There will be photographers taking pictures of the various FNC events. As a FNC participant, you are consenting to FNC's and the host City's use of your image, likeness, actions and statements in connection with any live or recorded audio or photograph or other transmission or publication of the Florida Neighborhoods Conference. These images may be used, without further notification, at a later date to market the Florida Neighborhoods Conference within printed collateral and on the floridaneighborhoodsconference.org website.



COME EARLY, STAY LATE, COME AGAIN

Some of the best things in life are free, and this is certainly true in the Pensacola Bay Area.

Head to Pensacola Beach on Thursday, July 12th at noon. Grab lunch on your own and stay to watch the world-famous Blue Angels Practice Air Show at 2:00 PM.

For transportation, please contact the hotel concierge.



1. Visit the National Naval Aviation Museum, one of the world's largest aviation museums.
2. Learn about Pensacola's rich history at the T.T. Wentworth, Jr. Florida State Museum.
3. Browse works from more than 200 local artists at Quayside Art Gallery in downtown Pensacola, the largest co-op gallery in the Southeast.
4. Learn about sea life and coastal ecology at Gulf Islands National Seashore ranger-led programs for kids.
5. Visit the Veterans Memorial Park — featuring a World War II Memorial, a Korean War Memorial, and The Wall South — the nation's only full-name permanent replica of Washington D.C.'s Veteran's Memorial.
6. Uncover history at The Pensacola Colonial Archaeological Trail — if your timing is right, you can actually participate in a dig.
7. See the only natural bluffs in Florida at Bay Bluff Park located along Scenic Highway.
8. Go bird watching at Project GreenShores - a habitat restoration project along Pensacola Bay.
9. Stroll through Pensacola's Palafox Historic District and Pensacola Historic District where you'll find a wealth of shops, galleries and restaurants.
10. Tour Fort Barrancas and the Advanced Redoubt at NAS Pensacola.
11. Explore the area's rich heritage by seeing the African-American Heritage Trail.
12. Enjoy free admission on Tuesdays at the Pensacola Museum of Art featuring traveling exhibits of national prominence such as Andy Warhol and Salvador Dali.



FLORIDA NEIGHBORHOODS CONFERENCE, INC.
Pensacola 2012

CONFERENCE SPONSORS



CITY OF PENSACOLA
Ashton J. Hayward, Mayor

ATKINS

WELLS FARGO



The Fish House





BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2666

County Administrator's Report 12. 18.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/07/2012

Issue: Acquisition of Property for Road Right-of-Way on Mahogany Mill Road from Mahogany Mill Road, LLC for the Mahogany Mill Road Boat Ramp Project

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Mahogany Mill Road Boat Ramp Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action regarding the acquisition of property (60 feet x 1,100 feet = 66,000 square feet or approximately 1.42 acres) for road right-of-way on Mahogany Mill Road from Mahogany Mill Road, LLC, for the Mahogany Mill Road Boat Ramp Project:

A. Authorize the purchase of real property (60 feet x 1,100 feet = 66,000 square feet or approximately 1.42 acres) on Mahogany Mill Road, from Mahogany Mill Road, LLC, to be used for road right-of-way, for the negotiated amount of \$12,500, in accordance with the terms and conditions contained in the Contract for Sale and Purchase, which will be approved as to form and legal sufficiency by the County Attorney's Office prior to execution by the Chairman;

B. Approve the Contract for Sale and Purchase for the acquisition of real property (60 feet x 1,100 feet = 66,000 square feet or approximately 1.42 acres) on Mahogany Mill Road, subject to Legal review and sign-off;

C. Authorize payment of documentary stamps because the property is being acquired for governmental use, to facilitate the roadway and drainage improvements related to the construction of a public boat ramp facility on Mahogany Mill Road, and the County benefits from the acquisition of this property, because it will provide a very needed recreational access to the water, which will enhance the safety and well-being of the citizens of Escambia County; and

D. Authorize the County Attorney's Office to prepare and the Chairman or Vice Chairman to execute any documents, subject to Legal review and sign-off, necessary to complete the acquisition of this property without further action of the Board.

[Funding Source: Fund 352, LOST III, Cost Center 220102 (NESD Capital Projects), Project 11NE0892]

The County recently acquired property on Mahogany Mill Road for a public boat ramp facility. The portion of Mahogany Mill Road (60 feet x 1100 feet = 66,000 square feet or approximately 1.42 acres), which extends north from Olde Barrancas and on which the boat ramp property is

located, is privately owned by Mahogany Mill Road, LLC. At the time the County acquired the boat ramp property, we also acquired easement rights to use Mahogany Mill Road. The design for the boat ramp project includes making substantial improvements to the road and drainage system on this portion of Mahogany Mill Road. It is in the best interests of the County to acquire ownership of this portion of Mahogany Mill Road in order to make the planned improvements.

BACKGROUND:

The County recently acquired property on Mahogany Mill Road for a public boat ramp facility. The portion of Mahogany Mill Road (60 feet x 1100 feet = 66,000 square feet or approximately 1.42 acres), which extends north from Olde Barrancas and on which the boat ramp property is located, is privately owned by Mahogany Mill Road, LLC. At the time the County acquired the boat ramp property, we also acquired easement rights to use Mahogany Mill Road. The design for the boat ramp project includes making substantial improvements to the road and drainage system on this portion of Mahogany Mill Road. It is in the best interests of the County to acquire ownership of this portion of Mahogany Mill Road in order to make the planned improvements.

The owner of the road, Mahogany Mill Road, LLC, was not willing to donate the property, but was willing to sell this portion of Mahogany Mill Road. Staff entered into negotiations with the owner, who indicated that he would take \$12,500 for the approximately 1.42 acre property. The purchase price is subject to the terms and conditions contained in the Contract for Sale and Purchase. Because the acquisition of this property is vital to the Boat Ramp Project and anticipated grant funding, Staff is requesting Board approval of this acquisition and of the Contract for Sale and Purchase, which will be approved as to form and legal sufficiency by the County Attorney's Office prior to execution by the Chairman. The owner's attorney has reviewed the contract and has no issues with the documents.

BUDGETARY IMPACT:

Funding for this project is available in Fund 352, LOST III, Cost Center 220102 (NESD Capital Projects) Project 11NE0892.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office will prepare the closing documents and will conduct the closing for the purchase of this property. The Contract for Sale and Purchase will be approved as to form and legal sufficiency by the County Attorney's Office prior to execution by the Chairman or Vice Chairman.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

These actions are consistent with the provisions of Section 46-139, Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon Board approval, Staff will maintain compliance with Section 46-139 of the County Codes.

Attachments

Contract

Aerial Map

CONTRACT FOR SALE AND PURCHASE

This is a Contract for Sale and Purchase ("Contract"), between MAHOGANY MILL ROAD, LLC, a dissolved Florida limited liability company, by Darrell D. Robinson, Manager, whose address is 1220 Mahogany Mill Road #1, Pensacola, Florida 32507 ("Seller"), and ESCAMBIA 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 ("Buyer").

1. **AGREEMENT.** Seller agrees to sell and Buyer agrees to buy the real property and improvements described in Exhibit A (the "Property") upon the terms and conditions stated in this Contract. Authorization for this purchase was obtained during a duly advertised meeting of the Board of County Commissioners held on _____, 2012.

2. **PURCHASE PRICE; PAYMENT.** The purchase price is Twelve Thousand Five Hundred Dollars (\$12,500), payable to Seller at closing.

3. **TIME FOR ACCEPTANCE; EFFECTIVE DATE; FACSIMILE.** If the Contract is not executed by and delivered to all parties, or fact of execution communicated in writing between the parties, the Contract will be null and void. A facsimile copy of the Contract and any signatures on the Contract will be considered for all purposes as originals. The effective date ("Effective Date") of the Contract is the date when the last party signs the Contract.

4. **TITLE EVIDENCE.** Within thirty (30) days from the Effective Date of this Contract, Buyer shall examine title to the Property. If the title is found to be defective in Buyer's opinion, Buyer shall notify Seller in writing specifying the defects, and Seller shall have one hundred twenty (120) days from receipt of notice within which to cure the defects and the date for closing shall be accordingly extended. If Seller is unsuccessful in removing the defects within that time to Buyer's reasonable satisfaction, Buyer shall have the option of either (i) accepting title as it then is, including the title defect, or (ii) terminating this Contract, whereupon Buyer and Seller shall be released for all obligations under the Contract.

5. **SELLER'S AFFIDAVITS AS TO UNRECORDED MATTERS, POSSESSION AND MECHANIC'S LIENS.** Subject to any provisions in the Contract to the contrary, Seller must furnish to Buyer at closing affidavits in a form acceptable to the Buyer and sufficient to remove standard printed exceptions to title in an owner's policy of title insurance regarding (i) unrecorded matters (except for taxes not yet due and payable and special assessments not shown by the public records), (ii) parties in possession, except for the rights of tenants, if any, as tenants only, in possession and occupancy of the Property under written leases which have been furnished to Buyer by Seller and accepted by Buyer in writing, and (iii) mechanic's liens. Seller represent to Buyer that there are and at closing there will be no tenants or lessees occupying the Property or any portion of the Property. The Seller's Affidavits must contain information required for completion of Internal Revenue Service 1099 Form and a FIRPTA disclosure.

6. **COSTS AND EXPENSES.** Seller and Buyer will pay costs and expenses as follows: prorated ad valorem taxes and assessments (Seller); Deed Documentary Stamp Tax (Buyer); Survey (Buyer); Title Insurance (Buyer); Recording of Deed (Buyer); Buyer's Attorney's Fees (Buyer); Seller's Attorney's Fees (Seller); Environmental Assessment (Buyer), costs to cure title defects and encumbrances on title (Seller).

7. **BROKERS.** Neither Buyer nor Seller have utilized the services of, or for any other reason owes compensation to, a licensed real estate broker.

8. **TAXES AND ASSESSMENTS.** All real estate taxes and assessments which are or which may become a lien against the Property must be satisfied by Seller at closing. In the event the closing occurs between January 1 and November 1, Seller must, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer, based upon the current assessment and millage rates on the Property. In the event the closing occurs on or after November 1, Seller must pay to the tax collector an amount equal to the taxes that are determined to be legally due and payable.

9. **CONVEYANCE AND TRANSFER OF TITLE.** Seller shall convey title to the Property by Special Warranty Deed, the form of which is attached as Exhibit B.

10. **CLOSING.** This transaction will be closed and the Warranty Deed and other closing documents prepared by the Office of the County Attorney, 221 Palafox Place, Suite 430, Pensacola, Florida 32502. Closing shall occur on or before thirty (30) days from the Effective Date of this Contract unless the date for closing is extended by mutual agreement of the parties or as otherwise provided in this Contract.

11. **CLOSING PROCEDURE; DISBURSEMENT OF PROCEEDS OF SALE.** At closing, Seller shall deliver the Warranty Deed and the proceeds of the sale will be disbursed to Seller in accordance with a settlement statement signed by both parties.

12. **FAILURE OF PERFORMANCE.** If Buyer fails or refuses to perform the Contract and Seller is not in default under this Contract, Seller will receive the deposit/earnest money, if any, plus all interest accrued, and other reasonable costs incurred by the Seller in reliance on the Contract, to be paid by Buyer as liquidated damages, consideration for the execution of the Contract and in full settlement of any claims for damages and as Seller's sole remedy under the Contract and Seller have no right of specific performance. If Seller fails or refuses to perform the Contract for any reason and Buyer is not in default under the Contract, (i) Buyer may proceed in law or in equity to enforce Buyer's rights under the Contract, or (ii) Buyer may elect to terminate the Contract and to receive the return of Buyer's deposit, plus interest earned, and reimbursement from Seller for all costs and expenses Buyer incurred with regard to the Contract in full settlement of any claims for damages.

13. **ATTORNEYS' FEES; COSTS.** Each party shall be responsible for their own attorneys' fees and costs in connection with any litigation or other dispute resolution proceeding.

14. **SURVIVAL.** All representations and warranties contained in the Contract and any provision of the Contract which by their nature and effect are required to be observed, kept or performed after closing, (i) survive closing and the delivery of the Warranty Deed, and (ii) remain binding upon and for the benefit of the parties to the Contract, their respective successors and assigns, until fully observed, kept or performed.

15. **ASSIGNABILITY.** Buyer and Seller cannot assign the Contract or rights under the Contract without the express written consent of the other.

16. **RISK OF LOSS.** The risk of loss to the Property is the responsibility of Seller until closing.

17. **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 the Escambia County public health unit.

18. **OTHER AGREEMENTS.** No prior or present agreements or representations are binding upon Buyer or Seller unless included in the Contract. No modification or change in the Contract are valid or binding upon the parties unless in writing and executed by the parties to be bound.

19. **NOTICES.** Any notice or demand to be given or that may be given under this Contract must be in writing and delivered by hand or delivered through the United States mail to:

TO BUYER:

Office of the County Engineer
Real Estate Division
1190 West Leonard Street, Suite 1
Pensacola, Florida 32501

WITH A COPY TO:

Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502

TO SELLER:

Darrell D. Robinson
1220 Mahogany Mill Road #1
Pensacola, Florida 32507

WITH A COPY TO:

William H. Mitchem, Esquire
Beggs & Lane, RLLP
501 Commendencia Street
Pensacola, Florida 32502

20. **COUNTERPARTS.** The Contract will be executed in duplicate counterparts, both of which taken together constitute one and the same instrument and any party or signatory may execute the Contract by signing a counterpart.

21. **THIRD PARTY LEASES AND CONTRACTS.** Seller shall at closing furnish to

Buyer releases from any mortgage or existing leases.

22. SURVEY. Buyer may obtain a survey at its own expense. If Buyer prepares a survey and objectionable items are disclosed, objectionable matters will be viewed as title defects and the provisions of Paragraph 4 shall apply.

23. INSPECTION OF PROPERTY. Upon reasonable notice and without disruption of Seller' current use of the Property, Buyer may have subsurface investigations and environmental audits of the Property made by qualified geotechnical and environmental engineers sufficient in the judgment of the inspecting engineer to ascertain whether or not the Property meets the standards acceptable to Buyer. In the event that the report indicates that the Property does not meet Buyer's standards, Buyer, by notice to Seller on or before 10 days prior to closing, has the option of terminating the Contract and Seller agree to return any deposit paid by Buyer. Seller warrant that there are no facts known to Seller materially affecting the value of the Property, which are not readily observable by Buyer or which have not been disclosed to Buyer.

24. ACCESS. Upon prior notice to Seller, Buyer and Buyer's agents and representatives shall have the right to access the Property at any reasonable time prior to closing for the purpose of making the investigations, environmental audits, inspections and surveys authorized by the Contract, provided neither Buyer nor its agents interfere with the use of the Property by Seller or its employees or customers.

25. OCCUPANCY AND POSSESSION. Seller warrants delivery of possession of the Property to Buyer at closing.

26. CONDEMNATION. Seller convey by sale the Property for public use and waive any right to compensation for the Property other than as provided for in the Contract. If at any time prior to closing, the Property or any portion of the Property is taken by the exercise of eminent domain by another entity possessing those powers or if any preliminary steps in any taking by eminent domain of all or any portion of the Property occurs prior to closing, Buyer may, at Buyer's option, within 10 days after notice of this fact from Seller, rescind the Contract and Seller must return any deposit paid under the Contract to Buyer. Upon refund of the deposit, plus any interest earned, Buyer and Seller are released, as to one another, of all further obligations under the Contract. Seller shall notify Buyer of any taking by eminent domain and all steps preliminary to any taking immediately upon Seller's knowledge of the occurrence. If Buyer does not exercise Buyer's option to rescind under this Paragraph, the Contract remains in full force and effect. In this event Seller, (i) shall pay to Buyer at closing all proceeds previously received by Seller from the condemning authority, and (ii) shall assign to Buyer at closing all proceeds to be paid by the condemning authority after closing by an instrument of assignment in a form reasonably acceptable to Buyer.

27. FOREIGN INVESTMENT AND REAL PROPERTY TAX ACT (FIRPTA) AFFIDAVIT. Seller agree to furnish to Buyer at closing a transferor's certification disclosing under penalty of perjury Seller's foreign or non-foreign status and Seller's United States federal identification number. The certification must be, (i) in a form acceptable to Buyer, and (ii) if Buyer

has non-foreign status, in a form meeting the requirements of Section 1445(a) of the Internal Revenue Code of 1986, as amended, and the Regulations under Section 1445(a).

THIS CONTRACT IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THIS CONTRACT SHALL NOT BE EFFECTIVE UNLESS APPROVED BY THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AT A DULY NOTICED PUBLIC MEETING.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

**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

Date: _____

Deputy Clerk
BCC Approved: _____

SELLER:

**MAHOGANY MILL ROAD, LLC a
dissolved Florida limited liability company**

Witness

By: _____
DARRELL D. ROBINSON

Print Name

Title: Manager

Witness

Date _____

Print Name

STATE OF FLORIDA
COUNTY OF ESCAMBIA

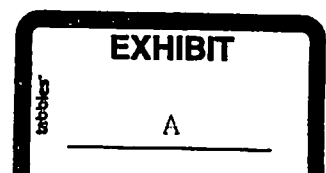
The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Darrell D. Robinson as Manager of Mahogany Mill Road, LLC. He () is personally known to me, () produced current _____ as identification.

(Notary Seal)

Signature of Notary Public

Exhibit "A"

Commence at the northerly corner of William Fisher's Subdivision of 96 Acres according to the map of said Subdivision recorded in Deed Book 11 at Page 349 of the public records of Escambia County, Florida; thence go North 36 degrees 01 minutes 40 seconds East a distance of 40.00 feet to a point on the intersection of the northeasterly right-of-way line of Lakewood Road (40' R/W) and the southeasterly right-of-way line of Weis Lane (20' R/W); thence go South 54 degrees 00 minutes 58 seconds East along the aforesaid northeasterly right-of-way line of Lakewood Road a distance of 1406.58 feet to a point on the northwesterly right-of-way line of Barrancas Avenue (S.R. #S-292, R/W varies in width); thence go North 69 degrees 06 minutes 00 seconds East along the aforesaid northwesterly right-of-way line of Barrancas Avenue a distance of 250.00 feet to the POINT OF BEGINNING of a 60 feet wide access easement; thence continue North 69 degrees 06 minutes 00 seconds East along the aforesaid northwesterly right-of-way line of Barrancas Avenue a distance of 60.00 feet; thence go North 20 degrees 54 minutes 00 seconds West a distance of 241.88 feet to a point of curvature; thence go along a curve to the right having a radius 425.92 feet, an arc distance of 172.89 feet, (Ch = 171.71', Ch Brg = N 09° 16' 17" W) to the point of tangency; thence go North 02 degrees 21 minutes 27 seconds East a distance of 36.93 feet to a point of curvature; thence go along a curve to the left having a radius of 338.98 feet, an arc distance of 211.57 feet (Ch = 208. 15', Ch Brg = N 15° 31' 20" W) to a point of compound curvature; thence go along a curve to the left having a radius of 3008.27 feet, an arc distance of 131.11 feet (Ch = 131.10', Ch Brg = N 34° 39' 03" W) to a point of tangency; thence go North 35 degrees 53 minutes 58 seconds West a distance of 312.50 to the Northwest corner of that parcel of land as described in Official Records Book 6471 at page 452 of the public records of Escambia County, Florida; thence go South 54 degrees 06 minutes 02 seconds West for a distance of 60.00 feet; thence go South 35 degrees 53 minutes 58 seconds East a distance of 312.50 to a point of curvature; thence go along a curve to the right having a radius of 2948.27 feet, an arc distance of 128.50 feet (Ch = 128.49', Ch Brg = S 34° 39' 03" E) to a point of compound curvature; thence go along a curve to the right having a radius of 278.98 feet, an arc distance of 174.12 feet (Ch = 171.13', Ch Brg = S 15° 31' 20" E) to the point of tangency; thence go South 02 degrees 21 minutes 27 seconds West a distance of 36.93 feet to a point of curvature; thence go along a curve to the left having a radius of 485.92 feet, an arc distance of 197.24 feet (Ch = 195.89', Ch Brg = S 09° 16' 17" E) to the point of tangency; thence go South 20 degrees 54 minutes 00 seconds East a distance of 241.88 feet to the point of beginning. The above described 60 foot wide access easement is situated in Section 59, Township 2 South, Range 30 West, Escambia County, Florida, known as Pedro Palao Grant.



This document was prepared by:
Stephen G. West, Assistant County Attorney
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502
(850) 595-4970

STATE OF FLORIDA
COUNTY OF ESCAMBIA

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made and entered into this ____ day of _____, 20__, by and between **Mahogany Mill Road, LLC**, whose address is 1220 Mahogany Mill Road #1, Pensacola, Florida 32507 (Grantor), and Escambia 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 (Grantee).

WITNESSETH that Grantor, for and in consideration of the sum of Ten Dollars \$10.00, and other good and valuable consideration in hand paid by Grantee, receipt of which is acknowledged, conveys to Grantee and its successors and assigns forever, the following described land situated in Escambia County, Florida:

See attached Exhibit A

THIS CONVEYANCE IS SUBJECT TO taxes for the year 2012 and subsequent years; conditions, easements, and restrictions of record, if any, but this reference cannot operate to reimpose them; zoning ordinance and other restrictions and prohibitions imposed by applicable governmental authorities; and that certain Maintenance and Easement Agreement recorded in Official Record Book 1915 at page 747 of the public records of Escambia County, Florida.

GRANTOR will warrant and defend against the lawful claims and demands of all persons claiming by, through or under Grantor, but against none other.

THIS PROPERTY IS NOT THE HOMESTEAD PROPERTY OF THE GRANTOR.

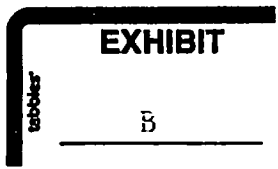
SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

GRANTOR:
Mahogany Mill Road, LLC

Witness _____
Print Name _____

Witness _____
Print Name _____

Darrell D. Robinson, Manager



STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by **Darrell D. Robinson, Manager, Mahogany Mill Road, LLC.** He/She is personally known to me, or has produced current _____ as identification.

Signature of Notary Public

Printed Name of Notary Public

(Notary Seal)

ACCEPTANCE

TITLE TO THE ABOVE PROPERTY is accepted for public use by Escambia County, Florida on this ____ day of _____, 20__, as authorized by action of the Board of County Commissioners at its meeting held on ____ day of _____, 20__.

ESCAMBIA COUNTY, FLORIDA by and
through its duly authorized BOARD OF
COUNTY COMMISSIONERS

Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Deputy Clerk

Exhibit "A"

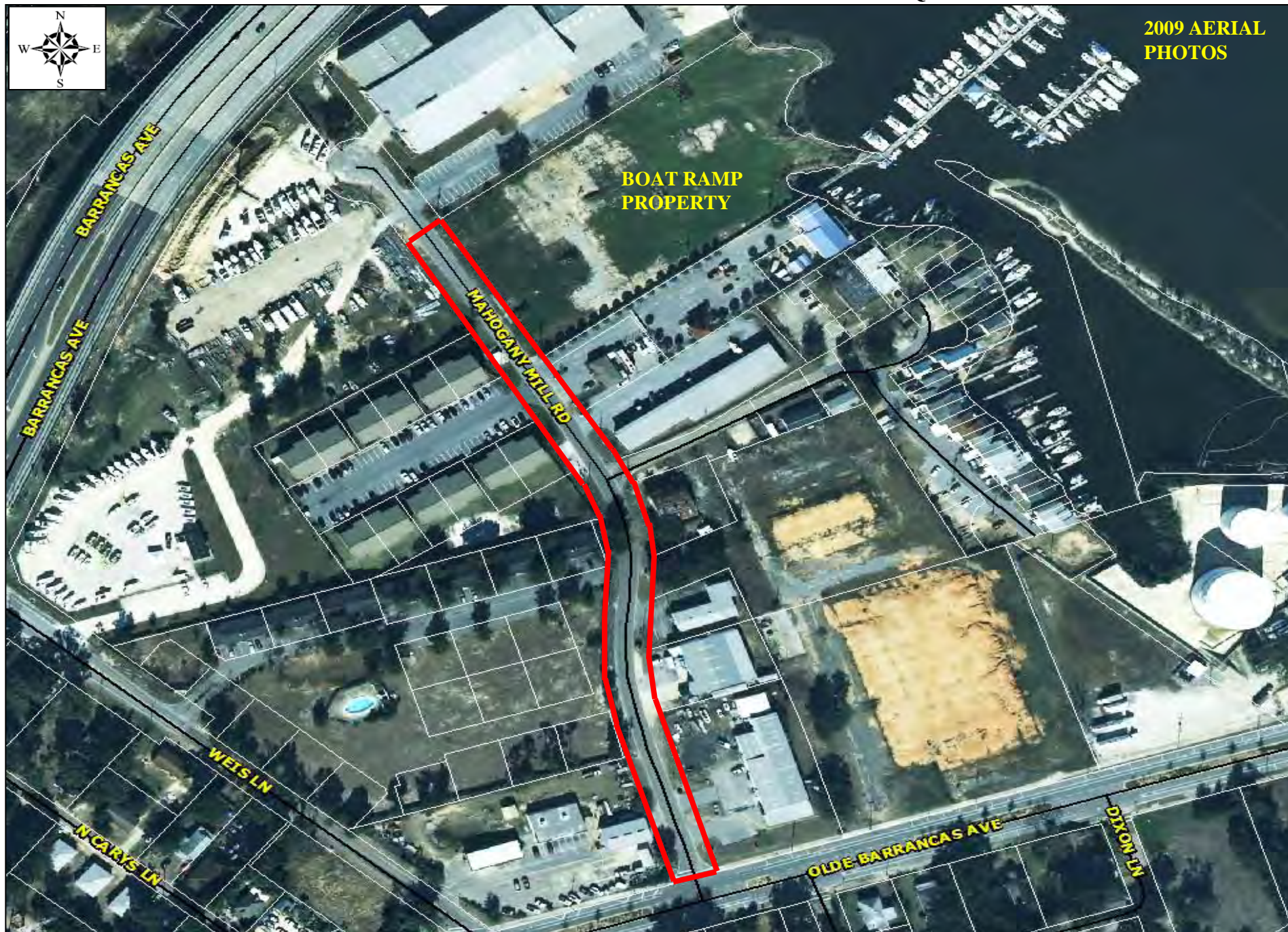
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MAHOGANY MILL ROAD / BOAT RAMP PROJECT / R/W ACQUISITION



2009 AERIAL
PHOTOS

BOAT RAMP
PROPERTY



ESCAMBIA COUNTY PUBLIC
WORKS DEPARTMENT
LWG 10/15/11 DISTRICT 2



PORTION OF MAHOGANY MILL ROAD (60' R/W) TO BE CONVEYED TO COUNTY
OWNER: MAHOGANY MILL ROAD, LLC



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2605

County Administrator's Report 12. 19.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/07/2012

Issue: Change Order to Hatch Mott MacDonald for Professional Services for the Public Safety Building Retrofit

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Change Order to Hatch Mott MacDonald for Professional Services for the Public Safety Building Retrofit - 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
Type:	Addition
Amount:	\$5,500
Vendor:	Hatch Mott MacDonald
Project Name:	Public Safety Building Retrofit
Contract:	N/A
PO No.:	111495
Change Order No.:	3
Original Award Amount:	\$47,726
Cumulative Amount of Change Orders through this CO:	\$ 7,770
New Contract Total:	\$55,496

[Funding Source: Fund 352, Local Option Sales Tax III, Cost Center 330435, Object Code 56201, Project No. 05PS0018]

During the process of design and bidding for this project, several unforeseen issues arose that changed the roof design and delayed the bidding process. Specifically, the unforeseen condition of moisture in the existing concrete deck caused the roof design to change from a direct adhesion system to a mechanically fastened system. A mechanically fastened roof system takes significantly longer to install than a fully-adhered system. As a result, an additional 60

days was added to the overall construction time for this project.

Hatch Mott MacDonald is requesting additional time and fee to extend their Construction Administration services to cover the additional 60 days of construction time. The current construction contract time is now 171 consecutive calendar days from the notice to proceed.

BACKGROUND:

During the process of design and bidding for this project, several unforeseen issues arose that changed the roof design and delayed the bidding process. Specifically, the unforeseen condition of moisture in the existing concrete deck caused the roof design to change from a direct adhesion system to a mechanically fastened system. A mechanically fastened roof system takes significantly longer to install than a fully adhered system. As a result, an additional 60 days was added to the overall construction time for this project.

Hatch Mott MacDonald is requesting additional time and fee to extend their Construction Administration services to cover the additional 60 days of construction time. The current construction contract time is now one hundred seventy-one (171) consecutive calendar days from the notice to proceed.

BUDGETARY IMPACT:

Funds for this change order are available in Fund 352, Local Option Sales Tax III, Cost Center 330435, Object Code 56201, Project No. 05PS0018.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

Upon approval of this recommendation, a Change Order will be transmitted to the Office of Purchasing for processing.

Attachments

HMM CO #3 Back Up



Hatch Mott
MacDonald

Hatch Mott MacDonald
5111 North 12th Ave
Pensacola, FL 32504
T 850.484.6011 www.hatchmott.com

AAC000035 EB0000155 LB00006783

May 8, 2012

Mr. Bill Lawing
Escambia County Facilities Management
Design Construction Administration Team Division Manager
100 East Blount Street
Pensacola, Florida 32501

Re: Public Safety Building
Professional Engineering Services
HMM Project No. 297484

Dear Mr. Lawing,

During the process of design and bidding for this project, several unforeseen issues arose that changed the roof design and delayed the bidding process. Specifically, the unforeseen condition of moisture in the existing concrete deck caused the roof design to change from a direct adhesion system to a mechanically fastened system. A mechanically fastened roof system takes significantly longer to install than a fully adhered system. As a result, an additional 60 days was added to the overall construction time for this project.

Please accept this notice as Hatch Mott MacDonald's (HMM) written request for additional time and fee to extend our Construction Administration services to cover this additional 60 days of construction time. The current construction contract time is now one hundred seventy-one (171) consecutive calendar days to complete the project from the notice to proceed (not issued as of this date). Therefore, HMM request additional time and an additional lump sum fee of \$5,500.00 to extend our contract through the end of this increased construction duration.

Hatch Mott MacDonald again appreciates the opportunity to provide Professional Engineering Services to Escambia County. Please do not hesitate to call should you have any questions or need additional information.

Sincerely,
HATCH MOTT MACDONALD

A handwritten signature in blue ink that reads "Lowry J Denty".

Lowry J Denty, PE
Senior Associate

Cc: File



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2688

County Administrator's Report 12. 20.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/07/2012

Issue: Amendment #002 to Florida Department of Children and Families Contract

From: Gordon Pike, Department Head

Organization: Corrections

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Amendment #002 to the Florida Department of Children and Families Contract Renewal #AH102 - Gordon C. Pike, Corrections Department Director

That the Board take the following action concerning the Florida Department of Children and Families Contract Renewal #AH102 Amendment #002:

A. Approve the Documentation of Negotiation and Amendment #002 to the Florida Department of Children and Families Contract Renewal #AH102, revising Staffing Requirements paragraph 2.b (2) and Exhibit "B", Method of Payment. This Agreement provides funding for the establishment of a Forensic Mental Health Specialist position within Community Corrections, in the Pre-Trial Release Program to provide services to the justice system; and

B. Authorize the Chairman to sign the Documentation of Negotiation and Amendment #002 to Contract Renewal #AH102.

This Contract is a fixed-rate Contract for a total amount of \$142,920, based on a monthly rate of \$3,970, for a three-year period. This funding is provided by the State 100%.

BACKGROUND:

On July 10, 2008, the Board of County Commissioners approved an agreement between Escambia County and the Florida Department of Children and Families. This agreement provided funding for the establishment of Forensic Mental Health Specialist position within Community Corrections in the Pre-Trial Release Program to provide services to the justice system.

BUDGETARY IMPACT:

This contract is a fixed rate contract for a total amount of \$142,920.00, based on a monthly rate of \$3,970.00, for a three (3) year period. This funding is provided by the State 100%.

LEGAL CONSIDERATIONS/SIGN-OFF:

This contract amendment has been reviewed by Kristen Hual, Assistant County Attorney, and found to be legally sufficient.

PERSONNEL:

This contract provides funding from the State for one (1) Forensic Mental Health Specialist position.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board of County Commissioners' Policy requires contract amendments to be Board approved.

IMPLEMENTATION/COORDINATION:

Contract requirements will be carried out by Escambia County Community Corrections, Pre-Trial Release Program.

Attachments

DCF AH102 Amend 002

DOCUMENTATION OF NEGOTIATION

CONTRACT NUMBER: AH102

AMENDMENT #: 002

NAME OF PROVIDER: **Escambia County Board of County Commissioners**

SERVICE(s) TO BE PROVIDED: **Forensic Mental Health Specialist**

METHOD OF PAYMENT: Circle Method(s)

Fixed Rate Cost Reimbursement Unit Rate Advance Cost Plus

Procurement History: *(Describe the method of procurement; cite the regulated exemption and/or the renewal year.)*

This contract was originally effective December 26, 2006 in order to establish a Forensic Pre-Trial Diversion program in Escambia County. The program has been successful and continues to involve other members of the judicial system as well as community members. This provider is exempt as a governmental agency.

Provider History:

This Provider has been contracted with the Department of Children and Families SAMH Program since December of 2006. The Pre-Trial Release Program in Escambia County has operated successfully for a number of years and the original contract established the Mental Health Diversion portion of the program. This contract enables the Mental Health Pre-Trial Release program to continue in Escambia County.

This Provider is well established in the delivery of Pre-Trial Release Services. The Escambia County Board of County Commissioner's affiliation with all other county operated services, including the State Attorney's Office, the Public Defenders Office, the County Jail and the Department of Community Corrections places them in a uniquely qualified position to provide Forensic Mental Health/Pre-Trial Release Services in Escambia County.

Negotiation Meetings: *(Include names of negotiation participants, times, dates, and locations of negotiations.)*

The Circuit I, SAMH Program Office staff, J. Paul Rollings, Circuit One Program Supervisor, Krista Clark, Budget Analyst, Susan Sweeney, Program Analysis and Freda Lacey, Contract Manager met on March 8, 2011 to discuss the Escambia County Board of County Commissioners contract. A review of the services and the performance of the contract were completed. Based on this meeting a decision was made to renew the contract for 3 years. Further contact with Tammie Booker of Community Corrections, with Escambia County to discuss possible renewal of the contract was completed on March 9, 2011. Follow up meeting to discuss the process of renewal of the contract was conducted through telephone and email communications. Documents were reviewed by J. Paul Rollings, Circuit One SAMH Program Supervisor, Krista Clark,

Amendment #001:

None Required

Amendment # 2:

None Required

Negotiation Summary: *(Summarize the scope of the negotiations, address price/cost negotiations, objectives/deliverables and any issues requiring resolution or follow-up.)*

Discussions were held to address cost, price, and deliverables as specified under

Amendment #001:

None Required

Amendment # 002:

None Required

Negotiation Meetings.

It was agreed that the contract would be written for thirty-six months based on a monthly rate of \$3,970.00 for each FTE, for the delivery of one Forensic Mental Health Specialist Services in Escambia County, in conjunction with the Pre-Trial Release Program.

Amendment #001:

None Required

Amendment# 002

None Required

Performance Standards: *(Address performance standards, measurable outcomes, or other pertinent information.)*

Escambia County Board of County Commissioners will serve a minimum of sixty (60) forensic clients for each fiscal year in the contract period.

Amendment #001:

None Required

Amendment #002:

None Required

Budget and Rates: (Describe current funding, budget, how rates were determined and match requirements.)

The contract is a fix rate contract for a total amount of \$142,920.00 for a three year period.

Amendment # 001:

As requested by the Department of Financial Services the Exhibit G, Services to be Provided is revised for the contract renewal period of Fiscal Year 11-12, 12-13 and 13-14.

Amendment # 002:

None Required

Other:

On 2/20/12 SAMH Contract Managers were notified via email that Medicaid language was reworded for clarity and the approved language has been placed in the current model documents. The changes are effective immediately and are to be amended into the contracts with the next amendment or by 07/01/2012, whichever is first. On 3/13/2012 SAMH contract managers were notified of the policy change to Background Screening of Substance Abuse Personnel and Volunteers. Contract managers were directed to include this change in their SAMH contract either in the next amendment or by 07/01/2012.

PROVIDER:
ESCAMBIA COUNTY BOARD
OF COUNTY COMMISSIONERS

**FLORIDA DEPARTMENT OF CHILDREN
AND FAMILIES**

SIGNED BY: _____

SIGNED BY: _____

NAME: Wilson B. Robertson

NAME: Vicki Abrams

TITLE: Chairman of the Board

TITLE: Northwest Regional Managing Director

DATE: _____

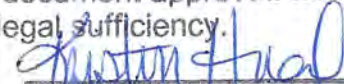
DATE: _____

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Deputy Clerk

***Authorized Provider Representative**

This document approved as to form and legal sufficiency.

By: 

Title: HCA

Date: 5/25/12

DEPARTMENT OF CHILDREN AND FAMILIES
AND
Escambia County Board of County Commissioners

Contract AH102 Amendment #002

THIS Amendment, entered into between the Florida Department of Children and Families hereinafter referred to as the "Department" and **Escambia County Board of County Commissioners**, hereinafter referred to as the "Provider" amends contract **AH102**.

This amendment accomplishes the following:

- Revises **Staffing Requirements**, Background Screening of persons working or volunteering with substance abuse only clients.
- Revises **Exhibit B**, Method of Payment, Medicaid Billing

1. Page 12, **Staffing Requirements** paragraph 2.b. (2), is deleted in its entirety and the following is inserted in lieu thereof.

(2) The provider shall provide employment screening for all mental health personnel and all owners, directors, and chief financial officers of service providers using the standards for Level II screening set forth in Chapter 435, and s. 408.809 F.S., except as otherwise specified in s. 394.4572(1)(b)-(c), F.S. For the purposes of this contract, "Mental health personnel" includes all program directors, professional clinicians, staff members, and volunteers working in public or private mental health programs and facilities who have direct contact with individuals held for examination or admitted for mental health treatment. Additionally, the provider shall provide employment screening for substance abuse personnel using the standards set forth in Chapter 397, F.S. This includes all owners, directors, and chief financial officers of service providers and all service provider personnel who have direct contact with children receiving services or with adults who are developmentally disabled receiving services.

2. Page 23, **Exhibit B, Method of Payment**, Section 1 Payment clause, paragraph g, Medicaid Billing is hereby deleted in its entirety and the following is inserted in lieu thereof.

g. Medicaid Billing

(1) The Department is always the payor of last resort. The Department and the provider specifically agree that the department is never a liable third party for Medicaid eligible services provided to individuals that meet the eligibility criteria for Medicaid. Authorized provider services shall be reimbursed in the following order of precedence:

- (a) Any liable first, second, and/or third party payors, then
- (b) Medicaid, pursuant to s. 409.910, F.S., if the individual meets the eligibility criteria for Medicaid, and the service is Medicaid eligible, then
- (c) The Department (only if none of the above are available or eligible for payment);

(2) The network provider shall identify and report Medicaid earnings separate from all other fees;

(3) Medicaid earnings cannot be used as local match;

(4) The provider shall ensure that Medicaid payments are accounted for in compliance with federal regulations;

(5) In no event shall both Medicaid and the Department be billed for the same service;

(6) The provider operating a residential treatment facility licensed as a crisis stabilization unit, detoxification facility, short-term residential treatment facility, residential treatment facility Levels 1 or 2, or therapeutic group home that is greater than 16 beds is not permitted to bill or knowingly access Medicaid Fee For-Service programs for any services for individuals eligible for Medicaid while in these facilities;

(7) The provider operating a children's residential treatment center of greater than 16 beds is not permitted to bill or knowingly access Medicaid Fee-For Service programs for any services for individuals meeting the eligibility criteria for Medicaid in these facilities except as permitted under the Medicaid State Inpatient Psychiatric Program Waiver;

(8) The provider shall assist individuals receiving services who need assistance and who meet the eligibility criteria for Medicaid to make application including assistance with medical documentation required in the disability determination process; and

(9) The provider agrees to assist individuals eligible for Medicaid covered by a Medicaid capitated entity who need and request assistance to obtain covered mental health services that the treating provider considers to be medically necessary. This assistance shall include assisting clients in appealing a denial of services.

This amendment shall begin on **May 1, 2012** or the date, on which the amendment has been signed by both parties, whichever is later.

All provisions in the contract and any attachments thereto in conflict with this amendment shall be and are hereby changed to conform with this amendment.

All provisions not in conflict with this amendment are still in effect and are to be performed at the level specified in the contract.

This amendment and all attachments are hereby made a part of the contract.

IN WITNESS THEREOF, the parties hereto have caused this two (2) page Amendment to be executed by their officials thereunto duly authorized.

PROVIDER:
ESCAMBIA BOARD OF COUNTY
COMMISSIONERS

FLORIDA DEPARTMENT OF CHILDREN
AND FAMILIES

SIGNED BY: _____

SIGNED BY: _____

NAME: Wilson Robertson

NAME: Vicki Abrams

TITLE: Chairman of the Board

TITLE: Northwest Regional Managing Director

DATE: _____

DATE: _____

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Deputy Clerk

FEDERAL ID NUMBER: VF59-6000598

This document approved as to form
and legal sufficiency.

By: [Signature]

Title: ACA

Date: 5/21/12



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2687

County Administrator's Report 12. 21.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/07/2012

Issue: Approval of Memorandum of Understanding Between Escambia County and The Escambia County School Board

From: Gordon Pike, Department Head

Organization: Corrections

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Memorandum of Understanding between Escambia County and the School Board of Escambia County - Gordon C. Pike, Corrections Department Director

That the Board take the following action concerning a Memorandum of Understanding between Escambia County and the School Board of Escambia County:

A. Approve the Memorandum of Understanding between the School Board of Escambia County, Florida, and the Escambia County, Florida, Board of County Commissioners, that provides for vocational training of incarcerated adult students, located in the Escambia County Road Prison, for a not-to-exceed amount of \$57,500 (\$37,500 for Salary and \$20,000 for Materials, Equipment and Supplies); and

B. Authorize the Chairman to execute the Agreement.

[Funding: Fund 175, Transportation; Inmate Commissary, Cost Center 290205]

BACKGROUND:

The School Board and the County are mutually committed to the development of a curriculum that meets the educational, mental health, and social welfare needs of adult students incarcerated at the Escambia County Road Prison. This agreement will provide career, technical and adult education to those inmates/students that are eligible for the program.

BUDGETARY IMPACT:

The Inmate Welfare Fund will cover the costs of the agreement. Funds are available in Transportation; Inmate Welfare Fund 175, Cost Center 290205.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristen Hual, Assistant County Attorney, has certified that the agreement is in order and legally sufficient.

PERSONNEL:

The Inmate Welfare Fund will cover personnel costs of the agreement. Funds are available in Transportation; Inmate Welfare Fund 175, Cost Center 290205.

POLICY/REQUIREMENT FOR BOARD ACTION:

County Ordinance, Chapter 46, Article II, Section 46-64, providing for Board approval of all agreements/contracts.

IMPLEMENTATION/COORDINATION:

The Road Prison staff will implement the terms of this agreement on behalf of the County, and the School District staff will implement the terms of this agreement on behalf of the School Board.

Attachments

School Board agreement 2012

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA
AND
THE ESCAMBIA COUNTY, FLORIDA, BOARD OF COUNTY COMMISSIONERS**

The School Board of Escambia County, Florida, hereinafter referred to as the School District, and the Escambia County, Florida, Board of County Commissioners, hereinafter referred to as the Road Prison, enter into this Memorandum of Understanding (MOU). The parties agree to the following:

1. PURPOSE

The School District and the Road Prison are mutually committed to cooperate in the development of programs designed to provide a comprehensive system of care that meets the health, educational, mental health, and social welfare needs of adult students in incarcerated settings.

Because each agency has specific statutory responsibilities and resources to provide for the needs of these adult students, it is only through a concerted effort of interagency cooperation that a full and appropriate array of services can be assured.

The School District and the Road Prison hereby pledge to develop and support joint program initiatives that will facilitate the more effective and efficient delivery of services for adult students served in incarcerated settings.

This MOU ensures that the School District and Road Prison cooperatively plan for the provision of career, technical and adult education to incarcerated adult students who are eligible and in need of such services.

2. INTER/INTRA-AGENCY LINKAGES

- A. The School District and Road Prison staff are mutually committed to cooperate in the development of programs designed to provide a system that meets the educational and vocational needs of adult students served by both agencies.
- B. The School District and Road Prison staff each work cooperatively to minimize the difficulties caused by the differences in laws, statutes, administrative rules, policies, and procedures governing each agency.
- C. Road Prison staff acknowledges, respects, and abides by classroom rules and regulations developed by the administrator and employees of the School District and agreed to by Road Prison staff.
- D. Both parties strive for continuity and coordination of services across residential and educational programs. Examples are as follows:
 - 1. Establish a single intake procedure conducted by facility and school staff.

2. Staff from both agencies meet on a regular basis to plan, monitor, and evaluate student progress and overall program effectiveness.
3. There is mutual understanding on any new program to be developed within the scope of the educational services provided by the School District.

3. ROLES AND RESPONSIBILITIES

The Road Prison and the School District agree that the stated purposes can be achieved only through coordinated planning, resource sharing, and staff training.

A. MUTUAL RESPONSIBILITIES

To accomplish this goal, the agencies mutually agree to the following:

1. Assign staff that meets regularly to exchange pertinent information regarding regulations and policies.
2. Share the responsibility in developing an instructional calendar that complies with all collective bargaining labor agreements and addresses the unique challenges related to delivering vocational education in a prison setting. The instructional calendar shall include Saturday classes and extended work days.
3. Conduct joint facility needs assessment, planning, implementation, and evaluation activities.
4. Share the responsibility for addressing needs identified in complying with required standards as related to Council on Occupational Education accreditation.
5. Monitor and effectively implement state legislation concerning the education of students in incarcerated settings.
6. Share applicable client/student information consistent with rules and regulations dealing with confidentiality.
7. Share the responsibility for providing technical assistance in the development, implementation, and evaluation of effective programs.
8. Disseminate this MOU to appropriate personnel in each agency and provide technical assistance in the implementation of the requirements of the MOU.
9. Jointly develop transition strategies to assist adult students exiting the Escambia County Road Prison facility with their next placement. The transition strategies may include job placement and/or placement at George Stone Technical Center's main campus.

10. To the extent possible, the assignment of instructional personnel to the program will be discussed with the Road Prison director prior to making the assignment final.
11. Jointly provide support for educationally appropriate projects completed by students under the supervision of an instructor that enhance the student's understanding of the subject matter and that are of value to the School District, the Road Prison, or the citizens of Escambia County, Florida.

B. RESPONSIBILITIES OF THE ROAD PRISON

To implement this MOU, the Road Prison staff shall

1. Receive technical assistance from the School District regarding the development of any rules/policies pertaining to the provision of educational programs for students in the Road Prison facility consistent with state and federal laws, rules, and regulations.
2. Receive and utilize the information regarding educational best practices for adult students in the Road Prison disseminated by the Florida Department of Education, Division of Public Schools, Bureau of Student Services.
3. Participate and assist in the monitoring and evaluation of programs for adult students served in the Road Prison setting to ensure compliance with applicable state and federal laws, rules, and regulations.
4. Be responsible for resources as identified in Section 5.A.1.

C. RESPONSIBILITIES OF THE SCHOOL DISTRICT

To implement this MOU the School District shall

1. Provide technical assistance in the development and implementation of any rules/policies developed by the Road Prison pertaining to the provision of educational programs.
2. Disseminate information about and assist in the development and adoption of promising educational practices for adult students in the Road Prison.
3. Provide all instructional recordkeeping functions related to attendance, progress, certificates, and industry credentials, as well as all functions related to maintaining permanent student transcripts.
4. Coordinate activities for the identification and evaluation of basic skills for adult students served in educational programs in the Road Prison.

5. Provide general supervision of educational services through
 - a. Reviewing of the procedures and documents for providing education programs to determine compliance with provisions of this MOU and applicable State Board of Education rules.
 - b. Monitoring and evaluation of education programs provided by or through the Road Prison facility for students to ensure compliance with Florida statutes, applicable federal and state laws, rules, and regulations.

4. ADMINISTRATIVE PROCEDURES

A. TIMELINES

This MOU shall become effective with the appropriate signatures of the Chairs of the School Board and the Escambia County, Florida Board of County Commissioners. This MOU may be terminated upon thirty (30) days notice by either party. This MOU will be reviewed annually and may be amended by the written request of either agency at any time. Any amendments or modifications will only become effective by mutual understanding.

B. CONFIDENTIALITY

Each agency will protect the rights of adult students and clients with respect to records created, maintained, and used by public institutions within the state. It is the intent of this MOU to ensure that students and clients have the rights of access, rights of challenge, and the rights of privacy with respect to records and reports, and that applicable laws and regulations for this right shall be strictly adhered to.

5. ALLOCATION OF RESOURCES

So that the mutually agreed upon objectives of this MOU can be adequately met, resources from the School District and Road Prison will be allocated based on the previously identified roles and responsibilities of each agency.

- A. The Road Prison agrees to the following:
 1. To maintain responsibility and make final decisions relative to student care; to include security, housing, feeding, clothing, non-instructional record keeping, evaluation, discipline, medical services, transportation, counseling and psychological services, and supervision of adult students including when in the education program.
 2. To provide facilities, including utilities and maintenance; to house the educational programs; and provide reasonable protection of School District property.

3. To purchase and maintain materials, equipment, and supplies used in the student education programs not to exceed twenty thousand dollars (\$20,000).
4. To maintain no less than twenty (20) students per class for direct student instruction consistent with the School District's guidelines for attendance and satisfactory academic progress.
5. To select students that will be in attendance for a minimum of three hundred (300) clock hours for the 2012-2013 school year.
6. To provide compensation for a part-time certified Testing Administrator at his/her regular rate of pay, not to exceed five thousand dollars (\$5,000).
7. To provide compensation for fifty percent (50%) of the salary of one (1) full-time certified vocational instructor at the regular rate of pay for ten (10) months plus summer school with School Board approval. Salary is based on the 2012-2013 instructional salary schedule, not to exceed sixty-four thousand dollars (\$64,000) plus benefits.

Documentation for reimbursement of testing administrator's part-time salary and fifty percent (50%) of one (1) full-time certified vocational instructors' salary shall be by monthly invoice.

B. The School District agrees to the following:

1. To provide a public education, including but not limited to, vocational and career guidance services to adult students, consistent with all state and federal rules, regulations, and laws.
2. To deposit revenue generated from training project sales into the George Stone Technical Center Training Program Internal Account. All funds from project sales are to be used in support of training related activities at the Road Prison. All funds are to be handled consistent with existing School District policies and procedures.
3. To provide necessary instructional materials and resources to ensure compliance with the programs' objectives and curriculum frameworks.
4. To staff and compensate fifty percent (50%) of the salary of one (1) full-time certified vocational instructor at the regular rate of pay for ten (10) months plus summer school with School Board approval.
5. To provide twenty-five (25) hours of instruction weekly in each educational program, to include Saturday class and extended days.

6. INTERAGENCY DISPUTES

In the event of any conflict regarding the execution of this MOU, the parties will exchange written statements outlining the party's understanding of the conflict, the party's position and justification therefor, and suggested resolution. Within a reasonable time after this exchange, the administrators listed in Paragraph 10 below will meet in an effort to resolve the issue(s). In the event this effort is unsuccessful, the Conflict Resolution Procedures provided in Ch. 164, F.S. will be followed.

7. ASSESSMENT

The parties shall:

- A. Develop an integrated assessment process to ensure that all adult students are evaluated for the purpose of determining the most appropriate educational programs.
- B. Collaboratively define assessment protocols for intake and educational services.

8. CLASSROOM MANAGEMENT AND ATTENDANCE

The parties mutually agree to comply with the School Board approved policies and procedures for classroom management and attendance consistent with procedures at George Stone Technical Center.

9. STAFF DEVELOPMENT

The parties mutually agree to ensure the following:

- A. Professionals serving students are appropriately certified according to Florida law and position qualifications.
- B. To the extent possible, both parties will provide appropriate staff development for instructional personnel related to their responsibilities under this MOU.
- C. Pre-service, inservice, and staff development programs will be joint efforts and cooperatively developed and provided.

10. AGENCY REPRESENTATIVES

The name and address of the administrator responsible for the Board of County Commissioners is:

Commander Charles Snow
Escambia County Road Prison
601 Highway 297A
Cantonment, Florida 32533

The name and address of the administrator responsible for the School District for this MOU is:

Lesa Morgan, Director
Workforce Education
30 East Texar Drive
Pensacola, FL 32503

11. INDEMNIFICATION

Each party agrees to be fully responsible up to the limits of 768.28, F.S., for its acts of negligence, or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

12. GENERAL CONDITIONS

- A. **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or to subject such an agency or political subdivision to liability above the limits of 768.28, F.S.
- B. **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this MOU. None of the parties intend to directly or substantially benefit a third party by this MOU. The parties agree that there are no third party beneficiaries to this MOU and that no third party shall be entitled to assert a claim against any of the parties based upon this MOU. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.
- C. **Non-Discrimination.** The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this MOU because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.
- D. **Termination.** This MOU may be canceled with or without cause by the School District during the term hereof upon thirty (30) days written notice to the other party of its desire to terminate this MOU. Any termination upon default or breach of a material term shall be immediate, unless the nonbreaching party elects otherwise.
- E. **Records.** Each party shall maintain its own respective records and documents associated with this MOU in accordance with State and Federal law and the records retention requirements applicable to its records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to 119.07, F.S., and any resultant award of attorney's fees for non-compliance with that law.

- F. **Confidentiality.** The parties acknowledge that as a result of the relationship that the parties, their agents, and employees may be given access to or acquire information which may be proprietary to and/or confidential to the respective parties and those they service. Any and all such information obtained by either party or their respective employees shall be deemed confidential and/or proprietary, as the case may be. Each party agrees to hold such information in strict confidence and not to disclose such information or to use such information for any purpose whatsoever other than the provision of services under this MOU. Each party agrees to advise its agents and employees of the obligation to keep such information confidential and to obtain their understanding to do so.
- G. **Entire MOU.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this MOU that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or understandings, whether oral or written.
- H. **Amendments.** No modification, amendment, or other alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this MOU and executed by each party hereto.
- I. **Preparation of MOU.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this MOU has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- J. **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this MOU and, therefore, is a material term hereof. Any party's failure to enforce any provision of this MOU shall not be deemed a waiver of such provision or modification of this MOU. A waiver of any breach of a provision of this MOU shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this MOU.
- K. **Compliance with Laws.** Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this MOU.
- L. **Governing Law.** This MOU shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this MOU and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the First Judicial Circuit of Escambia County, Florida.

- M. **Binding Effect.** This MOU shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The parties hereto represent and warrant that the execution and delivery of this MOU has been duly authorized by all necessary corporate action.
- N. **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this MOU if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.
- O. **Severability.** In case any one or more of the provisions contained in this MOU shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not effect any other provision and this MOU shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.
- P. **Captions.** The captions, section numbers, article numbers, title and headings appearing in this MOU are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this MOU, nor in any way effect this MOU and shall not be construed to create a conflict with the provisions of this MOU.
- Q. **Authority.** Each person signing this MOU on behalf of either party individually warrants that he or she has full legal power to execute this MOU on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this MOU.
- R. **Necessary Acts.** The parties will execute and deliver such further instruments and do such further acts and things as may be reasonably required to carry out the intent and purposes of this MOU.

NOW IN WITNESS WHEREOF, this MOU effective July 1, 2012, has been executed on the respective dates under each signature, by and on behalf of the School Board of Escambia County, Florida, and the Board of County Commissioners of Escambia County, Florida.

**THE SCHOOL BOARD OF
ESCAMBIA COUNTY, FLORIDA**

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

By: _____
Bill Slayton, Chairman

By: _____
Wilson B. Robertson, Chairman

Date: _____

Date: _____

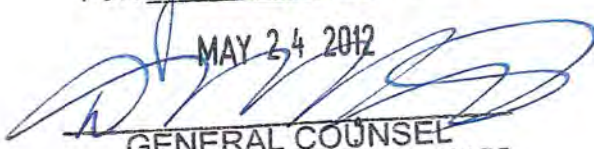
Attest:

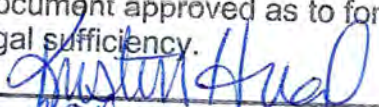
Attest: ERNIE LEE MAGAHA
Clerk of the Circuit Court

BY: _____
Malcolm Thomas, Superintendent

BY: _____
Deputy Clerk

BCC Approved: _____

APPROVED FOR LEGAL CONTENT
FOR June 2012 AGENDA
MAY 24 2012

GENERAL COUNSEL
ESCAMBIA COUNTY SCHOOL BOARD

This document approved as to form
and legal sufficiency.
By: 
Title: ACH
Date: 5/25/12



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2623

County Administrator's Report 12. 22.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/07/2012

Issue: Acquisition of Property Located off Fenceline Road from Martin Thomas Wilde for the Area "A" Density Reduction Project

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acquisition of Property Located off Fenceline Road from Martin Thomas Wilde for the Area "A" Density Reduction Project - Joy D. Blackmon, P. E., Public Works Department Director

That the Board take the following action regarding the purchase of a parcel of real property located off Fenceline Road, consisting of approximately 1.06 acres, owned by Martin Thomas Wilde, for the Area "A" Density Reduction project:

A. Authorize the purchase of a parcel of real property from Martin Thomas Wilde, for the appraised value of \$45,000, in accordance with the terms and conditions contained in the Contract for Sale and Purchase;

B. Approve the Contract for Sale and Purchase for the acquisition of a parcel of real property located on Fenceline Road, approximately 1.06 acres, owned by Martin Thomas Wilde; and

C. Authorize the County Attorney's Office to prepare and the Chairman or Vice Chairman to execute any documents, subject to Legal review and sign-off, necessary to complete the acquisition of this property without further action of the Board.

[Funding Source: Fund 110, "Other Grants and Projects - Density Reduction PNS-NAS", Account 221006/56101]

In 2004 the Board of County Commissioners (BCC) implemented the density reduction program recommended by JLUS for Area "A". Meeting in regular session on May 7, 2009, the Board authorized staff to begin the process to acquire properties in this area, as recommended at the Committee of the Whole Meeting on April 9, 2009.

Thomas Martin Wilde owns property located off Fenceline Road, north of Pensacola Naval Air Station (NAS) property. The acquisition of this property, approximately 1.06 acres and adjacent to Bill Dickson Park, will promote the long-term viability of NAS, while promoting public safety and general welfare of the citizens of Escambia County.

Staff entered into negotiations with Mr. Wilde and had an appraisal performed by Brantley &

Associates, dated January 3, 2012, which placed a value of \$45,000 on the parcel. Staff has offered Mr. Wilde the appraised value of \$45,000, is asking the Board for approval of the Contract for Sale and Purchase, and will pursue reimbursement for this acquisition from Enterprise Florida Defense Infrastructure Grant proceeds.

BACKGROUND:

In 2004, the BCC implemented the density reduction program recommended by JLUS for Area "A." Meeting in regular session on May 7, 2009, the Board authorized staff to begin the process to acquire properties in this area, as recommended at the Committee of the Whole meeting on April 9, 2009.

Thomas Martin Wilde owns property located off Fenceline Road, north of Pensacola Naval Air Station (NAS) property. The acquisition of this property, approximately 1.06 acres and adjacent to Bill Dickson Park, will promote the long-term viability of NAS while promoting public safety and general welfare of the citizens of Escambia County.

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BUDGETARY IMPACT:

Funds for the acquisition of this property are available in Fund 110 "Other Grants and Projects - Density Reduction PNS-NAS", Account 221006/56101.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office will prepare the closing documents and conduct the closing for this acquisition. The Contract for Sale and Purchase document was approved as to form and legal sufficiency by Stephen West, Assistant County Attorney on May 9, 2012.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

These actions are consistent with the provisions of Section 46-139, Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon Board approval, staff will maintain compliance with Section 46-139, Escambia County Code of Ordinances and will proceed to closing.

This project has been coordinated with and will proceed with the full cooperation of the Escambia County Community and Environment Department.

Attachments

Board Action 05/09/2007

Contract for Sale and Purchase

Acquisition Checklist

Appraisal

Aerial_View_Map

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

CLERK OF COURTS & COMPTROLLER'S REPORT – Continued

- I. CONSENT AGENDA – Continued
- 1-8. Approval of Various Consent Agenda Items – Continued
8. Continued...
- E. Report of the April 9, 2009, C/W Workshop – Continued

AGENDA NUMBER – Continued

12. Forgiveness of Liens Related to Liens Created by the Order of the Environmental Enforcement Special Magistrate / Tax Deed Purchase Screening Process
 - A. Discussion – None; and
 - B. Board Direction – None.

(This issue will be added to the agenda for the May 14, 2009, C/W Workshop)

13. Property Acquisition
 - A. Discussion – The C/W discussed Property Acquisition; and
 - B. Board Direction – The C/W recommends the Board take the following action concerning property acquisition:
 - (1) Authorize staff to initiate the process, including obtaining Phase I Environmental Assessments, appraisals, and surveys, to purchase three parcels of property, located within "Area A" in the vicinity of the Naval Air Station (NAS) and Bill Dickson Park, utilizing Enterprise Florida Defense Infrastructure Grant proceeds;

(Continued on Page 24)

CONTRACT FOR SALE AND PURCHASE

This is a Contract for Sale and Purchase ("Contract"), between **MARTIN THOMAS WILDE**, a single man, whose address is 3 Drake Drive, Savannah, Georgia 31406, ("Seller"), and **ESCAMBIA 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 ("Buyer").

1. **AGREEMENT.** Seller agrees to sell and Buyer agrees to buy the real property and improvements described in Exhibit A (the "Property") upon the terms and conditions stated in this Contract. Authorization for this purchase was obtained during a duly advertised meeting of the Board of County Commissioners held on _____.

2. **PURCHASE PRICE; PAYMENT.** The purchase price is Forty Five Thousand Dollars (\$45,000.00), payable to Seller at closing.

3. **TIME FOR ACCEPTANCE; EFFECTIVE DATE; FACSIMILE.** If the Contract is not executed by and delivered to all parties, or fact of execution communicated in writing between the parties, the Contract will be null and void. A facsimile copy of the Contract and any signatures on the Contract will be considered for all purposes as originals. The effective date ("Effective Date") of the Contract is the date when the last party signs the Contract.

4. **TITLE EVIDENCE.** Within thirty (30) days from the Effective Date of this Contract, Buyer shall examine title to the Property. If the title is found to be defective in Buyer's opinion, Buyer shall notify Seller in writing specifying the defects, and Seller shall have thirty (30) days from receipt of notice within which to cure the defects and the date for closing shall be accordingly extended. If Seller is unsuccessful in removing the defects within that time to Buyer's reasonable satisfaction, Buyer shall have the option of either (i) accepting title as it then is, including the title defect, or (ii) terminating this Contract, whereupon Buyer and Seller shall be released for all obligations under the Contract.

5. **SELLERS' AFFIDAVITS AS TO UNRECORDED MATTERS, POSSESSION AND MECHANIC'S LIENS.** Subject to any provisions in the Contract to the contrary, Seller must furnish to Buyer at closing affidavits in a form acceptable to the Buyer and sufficient to remove standard printed exceptions to title in an owner's policy of title insurance regarding (i) unrecorded matters (except for taxes not yet due and payable and special assessments not shown by the public records), (ii) parties in possession, except for the rights of tenants, if any, as tenants only, in possession and occupancy of the Property under written leases which have been furnished to Buyer by Seller and accepted by Buyer in writing, and (iii) mechanic's liens. Seller represents to Buyer that there are and at closing there will be no tenants or lessees occupying the Property or any portion of the Property. The Sellers' Affidavits must contain information required for completion of Internal Revenue Service 1099 Form and a FIRPTA disclosure.

6. **COSTS AND EXPENSES.** Seller and Buyer will pay costs and expenses as follows: prorated ad valorem taxes and assessments (Seller); Deed Documentary Stamp Tax (Seller); Survey (Buyer); Title Insurance (Buyer); Recording of Deed (Buyer); Buyer's Attorney's Fees (Buyer); Sellers' Attorney's Fees (Seller); Environmental Assessment (Buyer), costs to cure title defects and encumbrances on title (Seller).

7. **BROKERS.** Neither Buyer nor Seller has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker.

8. **TAXES AND ASSESSMENTS.** All real estate taxes and assessments which are or which may become a lien against the Property must be satisfied by Seller at closing. In the event the closing occurs between January 1 and November 1, Seller must, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer, based upon the current assessment and millage rates on the Property. In the event the closing occurs on or after November 1, Seller must pay to the tax collector an amount equal to the taxes that are determined to be legally due and payable.

9. **CONVEYANCE AND TRANSFER OF TITLE.** Seller shall convey title to the Property by Warranty Deed.

10. **CLOSING.** This transaction will be closed and the Warranty Deed and other closing documents prepared by the Office of the County Attorney, 221 Palafox Place, Suite 430, Pensacola, Florida 32502. Closing shall occur on or before thirty (30) days from the Effective Date of this Contract unless the date for closing is extended by mutual agreement of the parties or as otherwise provided in this Contract.

11. **CLOSING PROCEDURE; DISBURSEMENT OF PROCEEDS OF SALE.** At closing, Seller shall deliver the Warranty Deed and the proceeds of the sale will be disbursed to Seller in accordance with a settlement statement signed by both parties.

12. **FAILURE OF PERFORMANCE.** If Buyer fails or refuses to perform the Contract and Seller is not in default under this Contract, Seller will receive the deposit/earnest money, if any, plus all interest accrued, and other reasonable costs incurred by the Seller in reliance on the Contract, to be paid by Buyer as liquidated damages, consideration for the execution of the Contract and in full settlement of any claims for damages and as Sellers' sole remedy under the Contract and Seller has no right of specific performance. If Seller fails or refuses to perform the Contract for any reason and Buyer is not in default under the Contract, (i) Buyer may proceed in law or in equity to enforce Buyer's rights under the Contract, or (ii) Buyer may elect to terminate the Contract and to receive the return of Buyer's deposit, plus interest earned, and reimbursement from Seller for all costs and expenses Buyer incurred with regard to the Contract in full settlement of any claims for damages.

13. **ATTORNEYS' FEES; COSTS.** Each party shall be responsible for their own attorneys' fees and costs in connection with any litigation or other dispute resolution proceeding.

14. **SURVIVAL.** All representations and warranties contained in the Contract and any provision of the Contract which by their nature and effect are required to be observed, kept or performed after closing, (i) survive closing and the delivery of the Warranty Deed, and (ii) remain binding upon and for the benefit of the parties to the Contract, their respective successors and assigns, until fully observed, kept or performed.

15. **ASSIGNABILITY.** Buyer and Seller cannot assign the Contract or rights under the Contract without the express written consent of the other.

16. **RISK OF LOSS.** The risk of loss to the Property is the responsibility of Seller until closing.

17. **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 the Escambia County public health unit.

18. **OTHER AGREEMENTS.** No prior or present agreements or representations are binding upon Buyer or Seller unless included in the Contract. No modification or change in the Contract are valid or binding upon the parties unless in writing and executed by the parties to be bound.

19. **NOTICES.** Any notice or demand to be given or that may be given under this Contract must be in writing and delivered by hand or delivered through the United States mail to:

TO BUYER:

Office of the County Engineer
Real Estate Division
3363 West Park Place
Pensacola, Florida 32505

TO SELLER:

Martin Thomas Wilde
3 Drake Drive
Savannah, GA 31406

WITH A COPY TO:

Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502

20. **COUNTERPARTS.** The Contract will be executed in duplicate counterparts, both of which taken together constitute one and the same instrument and any party or signatory may execute the Contract by signing a counterpart.

21. **THIRD PARTY LEASES AND CONTRACTS.** Seller shall at closing furnish to Buyer releases from any mortgage or existing leases.

22. **SURVEY.** Buyer may obtain a survey at its own expense. If Buyer prepares a survey and objectionable items are disclosed, objectionable matters will be viewed as title defects and the provisions of Paragraph 4 shall apply.

23. **INSPECTION OF PROPERTY.** Upon reasonable notice and without disruption of Sellers' current use of the Property, Buyer may have subsurface investigations and environmental audits of the Property made by qualified geotechnical and environmental engineers sufficient in the judgment of the inspecting engineer to ascertain whether or not the Property meets the standards acceptable to Buyer. In the event that the report indicates that the Property does not meet Buyer's standards, Buyer, by notice to Seller on or before 10 days prior to closing, has the option of terminating the Contract and Seller agrees to return any deposit paid by Buyer. Seller warrants that there are no facts known to Seller materially affecting the value of the Property, which are not readily observable by Buyer or which have not been disclosed to Buyer.

24. **ACCESS.** Upon prior notice to Seller, Buyer and Buyer's agents and representatives shall have the right to access the Property at any reasonable time prior to closing for the purpose of making the investigations, environmental audits, inspections and surveys authorized by the Contract, provided neither Buyer nor its agents interfere with the use of the Property by Seller or its employees or customers.

25. **OCCUPANCY AND POSSESSION.** Seller warrants delivery of possession of the Property to Buyer at closing.

26. **CONDEMNATION.** Seller conveys by sale the Property for public use and waive any right to compensation for the Property other than as provided for in the Contract. If at any time prior to closing, the Property or any portion of the Property is taken by the exercise of eminent domain by another entity possessing those powers or if any preliminary steps in any taking by eminent domain of all or any portion of the Property occurs prior to closing, Buyer may, at Buyer's option, within 10 days after notice of this fact from Seller, rescind the Contract and Seller must return any deposit paid under the Contract to Buyer. Upon refund of the deposit, plus any interest earned, Buyer and Seller are released, as to one another, of all further obligations under the Contract. Seller shall notify Buyer of any taking by eminent domain and all steps preliminary to any taking immediately upon Seller's knowledge of the occurrence. If Buyer does not exercise Buyer's option to rescind under this Paragraph, the Contract remains in full force and effect. In this event Seller, (i) shall pay to Buyer at closing all proceeds previously received by Seller from the condemning authority, and (ii) shall assign to Buyer at closing all proceeds to be paid by the condemning authority after closing by an instrument of assignment in a form reasonably acceptable to Buyer.

27. **FOREIGN INVESTMENT AND REAL PROPERTY TAX ACT (FIRPTA) AFFIDAVIT.** Seller agrees to furnish to Buyer at closing a transferor's certification disclosing under penalty of perjury Sellers' foreign or non-foreign status and Sellers' United States federal identification number. The certification must be, (i) in a form acceptable to Buyer, and (ii) if Buyer has non-foreign status, in a form meeting the requirements of Section 1445(a) of the Internal Revenue Code of 1986, as amended, and the Regulations under Section 1445(a).

THIS CONTRACT IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THIS CONTRACT SHALL NOT BE EFFECTIVE UNLESS APPROVED BY THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AT A DULY NOTICED PUBLIC MEETING.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

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

Date: This document approved as to form and legal sufficiency.

BCC Approved:

By JB Wall

SELLER: Title Asst. County Attorney

Date May 9, 2012

BPM Wallace
Witness

Beverly T. Wallace
Print Name

Martin Thomas Wilde
MARTIN THOMAS WILDE

Pam J Perrish
Witness

Pam J. Perrish
Print Name

Date: 4/24/2012

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 24 day of April, 2012, by Martin Thomas Wilde. He () is personally known to me, () produced current DRIVERS LICENSE as identification.

(Notary Seal)

Ernie Lee Magaha
Signature of Notary Public
Ernie Lee Magaha
Printed Name of Notary Public
9/22/14
PUBLIC
CHATHAM COUNTY, GA

EXHIBIT "A"

A parcel of land in Section 3, Township 3 South, Range 31 West, Escambia County, Florida, containing 1.0 acre, more or less, and described as follows: Commence at a concrete monument at the Southwest corner of Section 3, Township 3 South, Range 31 West, Escambia County, Florida, thence go S 88° 47' 25" E along the South line of said Section 3 a distance of 155.91 feet to the **POINT OF BEGINNING** of this description; thence continue S 88° 47' 25" E a distance of 185.26 feet; thence go N 01° 12' 35" E a distance of 235.13 feet; thence go N 88° 47' 25" W a distance of 185.26 feet; thence go S 01° 12' 35" W a distance of 235.13 feet to the point of beginning, OR 1966 P 250, OR 2416 P 294, less road Right-of-Way OR 4236 P 39.

Parcel Reference Number: 03-3S-31-2004-003-001

Checklist for Acquisition of Real Property

This checklist is provided to ensure compliance with the provisions of Section 46-139, Escambia County Code of Ordinances (a copy of which is included on the reverse side of this checklist). This checklist is not intended to supersede each staff member's obligation to be familiar with the requirements of Section 46-139. For each real property acquisition, please complete the information below and include the completed checklist with the BCC recommendation to approve the acquisition. If any of the information requested in this form is not applicable or required, please state the reason in the comments section provided below.

Property Location/Identification: Fence Line Rd - 03-35-31-2004-003-001
10-1715-110

County Administrator (or designee) - Appraisals

Appraiser (1): Brantley + Associates
 Date of appraisal: 1-3-12
 Appraised value: \$45000
 Received by: J Cantrell
 Comments: _____

Appraiser (2): N/A
 Date of appraisal: _____
 Appraised value: _____
 Received by: _____
 Comments: _____

County Administrator (or designee) - Environmental Site Assessments

Date of Phase I: See Attached
 Received by: _____
 Comments: _____

Date of Phase II: _____
 Received by: _____
 Comments: _____

Facilities Management Department - Property Inspection

Inspected by: N/A - Vacant
 Date: _____
 Comments: _____

Risk Management Department - Property Inspection

Inspected by: N/A - Vacant
 Date: _____
 Comments: _____

Engineering Department - Review of Survey or Boundary Map

Completed by: Rick Colorado
 Date: 05/15/12
 Comments: REVIEWED SURVEY - DID NOT FIELD VERIFY

Office of Management and Budget - Verification of Funding Source

Funding source: See attached
 Verified by: _____
 Date: _____
 Comments: _____

Office of the County Attorney - Title Insurance Commitment (required for property valued at \$20,000 or more)

Reviewed by: _____
 Date: _____
 Comments: _____

Sec. 46-139. Acquisition of real property by the county.

(1) Prior to the acquisition of real property by the county by purchase, lease, donation, or exchange, the county administrator or designee shall:

- (a) Determine if the property is within the scope of the county's future space plan, and determine the impact on the future space plan.
- (b) Determine the costs to the county of acquiring the property, as well as the costs related to maintaining the property, more specifically as described in this section.

(2) Procedures for acquisition of property are as follows:

- (a) If the value of the property is less than \$250,000.00, the county administrator or designee shall obtain at least one appraisal from a real estate appraiser licensed by the State of Florida. If the value of the property is \$250,000 or more, the county administrator or designee shall obtain at least two appraisals. However, after obtaining the first appraisal, the Board may waive the requirement for a second appraisal and instead accept an appraisal review from a real estate appraiser that confirms the accuracy of the initial appraisal. Appraisals are not required for donations or acquisitions where the value of the consideration paid by the County is less than \$20,000.
- (b) An environmental site assessment, Phase I, and Phase II if indicated by the Phase I environmental site assessment, shall be obtained by the county, provided however, the county administrator may waive this requirement with the written concurrence of the neighborhood and environmental services division for reasons specifically stated.
- (c) A physical inspection of the property must be completed by the facilities management department and risk management department with the utilities turned on, with a written report to the county administrator or designee on the HVAC, electrical, plumbing, fire suppression systems, available utilities, and communications systems, roof, general condition of the interior and exterior of any buildings, drainage, grounds maintenance, security, building code compliance, compliance with the American with Disabilities Act, and any other inspections deemed appropriate by the county administrator or designee.
- (d) A survey or boundary map, as determined by the county administrator or designee, must be obtained and reviewed by the county engineering department.
- (e) The office of management and budget shall provide verification of the funding source for the purchase or lease.
- (f) The county administrator or designee shall evaluate the above reports and negotiate a purchase or lease price with the prospective seller. The county administrator may enter into an option contract to purchase or lease the property, subject to approval of a contract for sale and purchase or a lease by the board of county commissioners. The board of county commissioners will be under no obligation to exercise the option.
- (g) If the negotiated purchase price of the property exceeds the average of the appraisal(s), the board of county commissioners is required to approve the purchase by an extraordinary vote (4/5).
- (h) The county attorney's office shall prepare or review legal documents necessary to the negotiation and purchase or lease of the property. Title insurance is required for all purchases of \$20,000.00 or more, unless the board of county commissioners determines otherwise. Title insurance may be obtained for purchases less than \$20,000.00.

(3) Notwithstanding the provisions of this section, if the county is acquiring property by purchase or donation, and if the property is valued at less than \$20,000.00, then the county administrator or designee shall negotiate the purchase price and terms, and may waive compliance with all or some of the procedures described in subsection (2), with the negotiated purchase or donation to be approved by the board of county commissioners.

(4) If the board of county commissioners determines that it is in the best interest of the county to negotiate for the purchase of a parcel of property confidentially, the county administrator or designee shall negotiate the proposed purchase pursuant to the terms of F.S. § 125.35(5); provided however, the requirements of subsections (1) and (2) of this section must be followed.

Checklist for Acquisition of Real Property

This checklist is provided to ensure compliance with the provisions of Section 46-139, Escambia County Code of Ordinances (a copy of which is included on the reverse side of this checklist). This checklist is not intended to supersede each staff member's obligation to be familiar with the requirements of Section 46-139. For each real property acquisition, please complete the information below and include the completed checklist with the BCC recommendation to approve the acquisition. If any of the information requested in this form is not applicable or required, please state the reason in the comments section provided below.

Property Location/Identification: Fence Line Rd - 03-35-31-200-1-003-001
10-1715-110

County Administrator (or designee) - Appraisals

Appraiser (1): Brantley + Associates
Date of appraisal: 1-3-12
Appraised value: \$45,000
Received by: J. Castrell
Comments: _____

Appraiser (2): N/A
Date of appraisal: _____
Appraised value: _____
Received by: _____
Comments: _____

County Administrator (or designee) - Environmental Site Assessments

Date of Phase I: Attached
Received by: _____
Comments: _____

Date of Phase II: _____
Received by: _____
Comments: _____

Facilities Management Department - Property Inspection

Inspected by: N/A - Vacant
Date: _____
Comments: _____

Risk Management Department - Property Inspection

Inspected by: N/A - Vacant
Date: _____
Comments: _____

Engineering Department - Review of Survey or Boundary Map

Completed by: _____
Date: _____
Comments: _____

Office of Management and Budget - Verification of Funding Source

Funding source: FUND 110 / Cost Center 221006
Verified by: Sharon K. Holt
Date: 5/15/12
Comments: Density Reduction PMS-NA3

Office of the County Attorney - Title Insurance Commitment (required for property valued at \$20,000 or more)

Reviewed by: _____
Date: _____
Comments: _____



Checklist for Acquisition of Real Property

This checklist is provided to ensure compliance with the provisions of Section 46-139, Escambia County Code of Ordinances (a copy of which is included on the reverse side of this checklist). This checklist is not intended to supersede each staff member's obligation to be familiar with the requirements of Section 46-139. For each real property acquisition, please complete the information below and include the completed checklist with the BCC recommendation to approve the acquisition. If any of the information requested in this form is not applicable or required, please state the reason in the comments section provided below.

Property Location/Identification: REF: 033531200 460 3001 MARTIN T. WILDE
ACCT: 101715110 FENCE LINE ROAD

County Administrator (or designee) - Appraisals

Appraiser (1): _____
 Date of appraisal: _____
 Appraised value: _____
 Received by: _____
 Comments: _____

Appraiser (2): _____
 Date of appraisal: _____
 Appraised value: _____
 Received by: _____
 Comments: _____

County Administrator (or designee) - Environmental Site Assessments

Date of Phase I: TRANSACTIONAL SCREEN E1528-96
 Received by: Doyle Butler - Eng Project Comm - ECD SW
 Comments: NO RECOGNIZED ENVIRONMENTAL CONCERNS FOUND

Date of Phase II: _____
 Received by: _____
 Comments: _____

Facilities Management Department - Property Inspection

Inspected by: _____
 Date: _____
 Comments: _____

Risk Management Department - Property Inspection

Inspected by: _____
 Date: _____
 Comments: _____

Engineering Department - Review of Survey or Boundary Map

Completed by: _____
 Date: _____
 Comments: _____

Office of Management and Budget - Verification of Funding Source

Funding source: _____
 Verified by: _____
 Date: _____
 Comments: _____

Office of the County Attorney - Title Insurance Commitment (required for property valued at \$20,000 or more)

Reviewed by: _____
 Date: _____
 Comments: _____

ASTM E 1528-06 Standard Practice for Limited: Transaction Screening Process

**Martin T. Wilde
3 Drake Drive
Savannah GA 31406**

**Property Reference: 033S312004003001
Account: 101715110
Escambia County, Florida**

May 10, 2012

**PREPARED FOR PUBLIC WORKS
READ DIVISION
1190 West Leonard Street
Escambia County, Florida 32501**

1.0 EXECUTIVE SUMMARY

2.0 INTRODUCTION

- 2.1 Purpose
- 2.2 Special Terms and Conditions
- 2.3 Limitations and Exceptions of Assessment
- 2.4 Limiting Conditions and Methodology Used

3.0 SITE DESCRIPTION

- 3.1 Location and Legal Description
- 3.2 Site and Vicinity Characteristics
- 3.3 Descriptions of Structures, Roads, and Other Improvements to Site
- 3.4 Current USES of the Property
- 3.5 Past Uses of the Property
- 3.6 Current and Past Uses of Adjoining Property
- 3.7 Site Map

4.0 RECORDS REVIEW

- 4.1 Standard Environmental Record Sources and Review
- 4.2 Physical Setting Sources
- 4.3 Historical *Use* Information
- 4.4 Additional Records Source

5.0 INFORMATION FROM SITE RECONNAISSANCE AND INTERVIEW S

- 5.1 Storage Tanks
- 5.2 Physical Setting Analysis
- 5.3 Other Areas of Concern
- 5.4 Site Plan

6.0 FINDINGS AND CONCLUSIONS

7.0 SIGNATURE PAGE

8.0 QUALIFICATIONS OF PREPARER

APPENDICES

1.0 EXECUTIVE SUMMARY

A Transaction Screen Environmental Site Assessment was conducted May 1-10, 2012 on a parcel of property located adjacent to NAS Pensacola on Fenceline Road, Escambia County, Florida, 32507. The site has been owned since 1984 by Martin T. Wilde. The Transaction Screen Process was conducted in general accordance with the ASTM Designation E 1528-06 Standard Practice for Environmental Site Assessment.

A search for existing environmental records was unproductive. Aerial photographs dated 1958 reveal the site and surrounding properties were undeveloped wooded forest land. There are no indications of trash disposal or unauthorized dumping ever occurred. The owner cleared the lot for planned residential construction after the purchase, but failed to build on the site. During lot clearing he did not encounter any drums or debris that could be classified as "recognizable environmental hazards" on the site.

The search was limited due to the lack of historical data. An on-site inspection of the subject parcel was conducted in search of visual or physical evidence that might indicate potential contaminants. The inspection failed to identify any areas of environmental concern.

2.0 INTRODUCTION

2.1 Purpose

Escambia County is seeking to protect land around NASP in keeping with its mission of prohibiting encroachment around and adjacent to the military base.

2.2 Special Terms and Conditions

An aerial photo dating 1958 was reviewed and did not reveal any areas of environmental concerns.

2.3 Limitations and Exceptions of Assessment

The E 1528-06 Transactional Screen is targeted "for low risk sites where CERCLA liability protection is not a concern."

2.4 Limiting Conditions and Methodology Used

The information contained in this report has been obtained from publicly available sources and physical inspection of the property. The accuracy of this report is limited to the scope of material available. There is no available history for the site other than being undeveloped forest land.

3.0 SITE DESCRIPTION

3.1 Location and Legal Description

Property Location: Fenceline Road, Escambia County, Florida
Property Reference: 033S312004003001
Account: 101715110

3.2 Site and Vicinity Characteristics

The site and adjacent areas are rural and low density residential.

3.3 Descriptions of Structures, Roads, and other Improvements to Site

The site is wooded and faces south onto Fenceline Road and NASP.

3.4 Current Uses of the Property

Vacant lot

3.5 Past Uses of the Property

The property has never had a use other than forest land

3.6 Current and Past uses of Adjoining Property

The adjoining areas consist of low density residential parcels, NASP, and are in close vicinity to Bill Dickson Park and Boat Ramp.

3.7 Site Map

Appendix A

4.0 RECORDS REVIEW

4.1 Standard Environmental Record Sources and Review

4.2 Physical Setting Sources

4.3 Historical Use Information

The following resources were used to ascertain historical information:

- Topographic maps
- Aerial photographs: 1958
- Analysis of aerial photographs from all years support classification as being rural, forest, or residential

4.4 Additional Records Source
None available

5.0 INFORMATION FROM SITE RECONNAISSANCE AND INTERVIEWS

- 5.1 Storage Tanks
None
- 5.2 Physical Setting Analysis
rural wooded parcel
- 5.3 Other Areas of Concern
None
- 5.4 Site Plan
N.A.

6.0 FINDINGS AND CONCLUSIONS

There is no evidence or indications the 1.06 acre parcel exhibits the characteristics of having "potential environmental concerns."

7.0 SIGNATURE PAGE



S.O QUALIFICATIONS OF PREPARER

BS Environmental Resources and Management UWF
MA Public Administration Troy State University
Twenty years experience in environmental disciplines
Completed formal training in conducting ESAsVs University of North Florida, 1992

APPENDICES

- APPENDIX A Maps and Site Location
- APPENDIX B Ownership
- APPENDIX C Aerial Photography
- APPENDIX D) Interview Documentation and Transactional Screen

APPENDIX

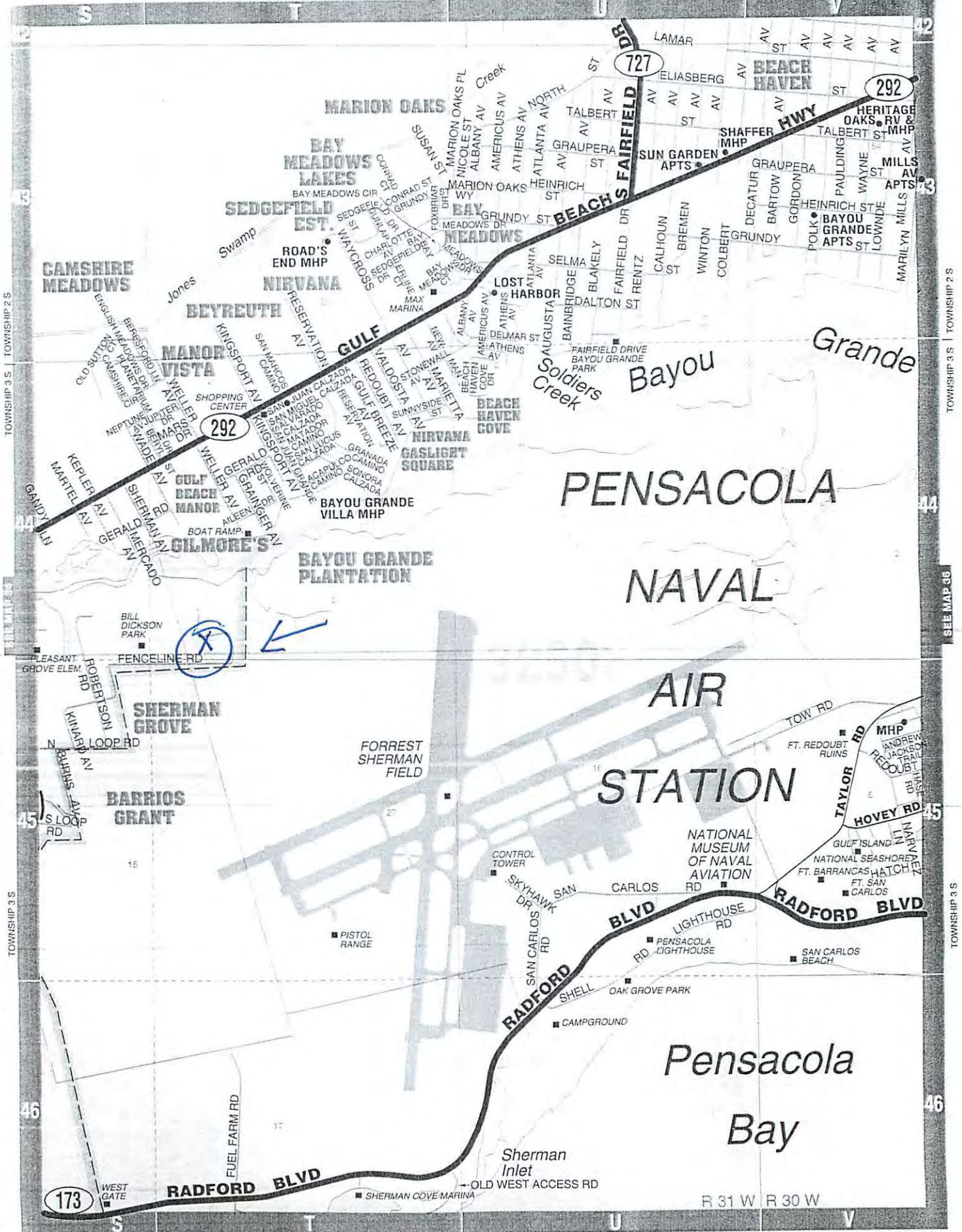
A

Maps and Site Location

PENSACOLA NAVAL AIR STATION, BAYOU GRANDE, PLEASANT GROVE

RANGE 31 W

RANGE 31 W RANGE 30 W



TOWNSHIP 2 S

TOWNSHIP 3 S

TOWNSHIP 3 S

TOWNSHIP 3 S

APPENDIX

B

Ownership and Historical Documents



Chris Jones

Escambia County Property Appraiser

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

[Back](#)



Navigate Mode

Account

Reference



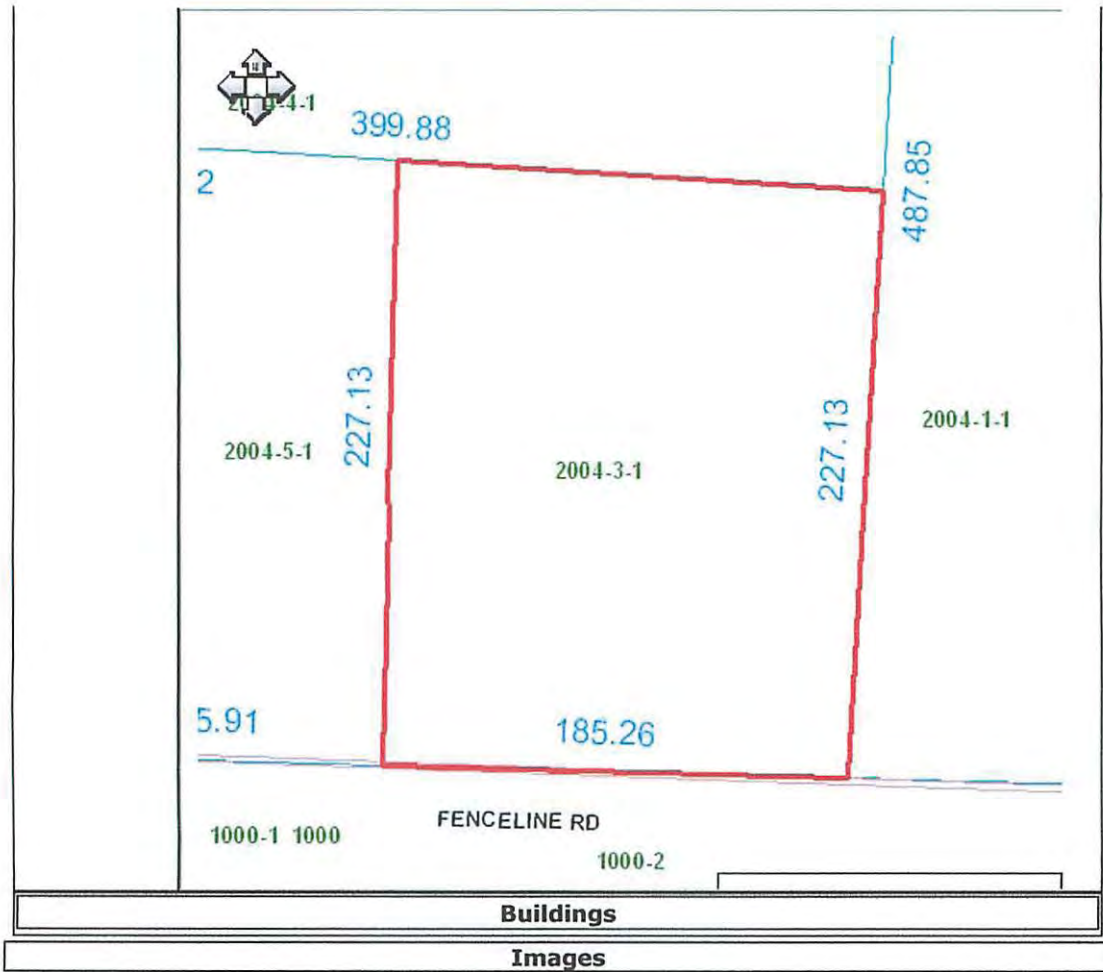
Printer Friendly Version

<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: left;">General Information</th> </tr> <tr> <td>Reference:</td> <td>033S312004003001</td> </tr> <tr> <td>Account:</td> <td>101715110</td> </tr> <tr> <td>Owners:</td> <td>WILDE MARTIN T</td> </tr> <tr> <td>Mail:</td> <td>3 DRAKE DR SAVANNAH, GA 31406</td> </tr> <tr> <td>Situs:</td> <td>FENCELINE RD 32507</td> </tr> <tr> <td>Use Code:</td> <td>VACANT RESIDENTIAL </td> </tr> <tr> <td>Taxing Authority:</td> <td>COUNTY MSTU</td> </tr> <tr> <td>Tax Inquiry:</td> <td>Open Tax Inquiry Window</td> </tr> <tr> <td colspan="2">Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector</td> </tr> </table>	General Information		Reference:	033S312004003001	Account:	101715110	Owners:	WILDE MARTIN T	Mail:	3 DRAKE DR SAVANNAH, GA 31406	Situs:	FENCELINE RD 32507	Use Code:	VACANT RESIDENTIAL	Taxing Authority:	COUNTY MSTU	Tax Inquiry:	Open Tax Inquiry Window	Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: left;">2011 Certified Roll Assessment</th> </tr> <tr> <td>Improvements:</td> <td style="text-align: right;">\$0</td> </tr> <tr> <td>Land:</td> <td style="text-align: right;">\$6,143</td> </tr> <tr> <td>Total:</td> <td style="text-align: right;">\$6,143</td> </tr> <tr> <td>Save Our Homes:</td> <td style="text-align: right;">\$0</td> </tr> <tr> <td colspan="2" style="text-align: center;">Disclaimer</td> </tr> <tr> <td colspan="2" style="text-align: center;">Amendment 1 Calculations</td> </tr> </table>	2011 Certified Roll Assessment		Improvements:	\$0	Land:	\$6,143	Total:	\$6,143	Save Our Homes:	\$0	Disclaimer		Amendment 1 Calculations	
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Extra Features																																											
None																																											

Restore Map
[Get Map Image](#)
[Launch Interactive Map](#)

<p>Section Map Id: 01-3S-31-2</p> <p>Approx. Acreage: 1.0600</p> <p>Zoned: P R-5</p>	
--	--



None

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Last Updated: 11/28/2011 (tc.3430)

APPENDIX C

**AERIAL
PHOTOGRAPHS**

AREA "A" DENSITY REDUCTION PROJECT



2009 AERIAL PHOTOS

FENGELINE RD



ESCAMBIA COUNTY PUBLIC
WORKS DEPARTMENT
LWG 03/15/11 DISTRICT 2



WILDE PROPERTY / APPROXIMATELY 1.06 ACRES

APPENDIX

D

Interview and Transactional Screen

reasons for any such conclusion.

5.6.1 Upon obtaining an affirmative answer, an answer of unknown or no response, the *user* should first refer to the guide. The guide may provide sufficient explanation to allow a *user* to conclude that no further inquiry is appropriate with respect to the particular question.

5.6.2 If the guide to a particular question does not, in itself, permit a *user* to conclude that no further inquiry is appropriate, then the *user* should consider other information obtained from the *transaction screen process* relating to this question. For example, while on the site performing a *site visit*, a person may find a storage tank on the *property* and therefore answer Question 10 of the *transaction screen questionnaire* in the affirmative. However, during or subsequent to the *owner/occupant inquiry*, the *owner* may produce evidence that substances now or historically contained in the tank (for example, water) are not likely to cause contamination.

5.6.3 If either the guide to the question or other information obtained during the *transaction screen process* does not permit a *user* to conclude no further inquiry is appropriate with respect to such question, then the *user* must determine, in the exercise of the *user's* reasonable business judgment, based upon the totality of unresolved affirmative answers or answers of unknown received during the *transaction screen process*, whether further inquiry may be limited to those specific issues identified as of concern or should proceed with a full *Phase I Environmental Site Assessment*.

5.7 *Presumption*—A presumption exists that further inquiry is necessary if an affirmative answer is given to a question or because the answer was unknown or no response was given. In rebutting this presumption, the *user* should evaluate information obtained from each component of the *transaction screen process* and consider whether sufficient information has been obtained to conclude that no further inquiry is necessary. The *user* must determine, in the exercise of the *user's* reasonable business judgment, the scope

of such further inquiry: whether to proceed with a *Phase I Environmental Site Assessment* prepared in accordance with Practice E 1527 or a lesser inquiry directed at specific issues raised by the questionnaire.

5.8 *Further Inquiry Under Practice E 1527*—Upon completing the *transaction screen questionnaire*, if the *user* concludes that a *Phase I Environmental Site Assessment* is needed, the *user* should proceed with such inquiry with the advice and guidance of an *environmental professional*. Such further inquiry should be undertaken in accordance with Practice E 1527.

5.9 *Signature*—The *user* and the *preparer* of the *transaction screen questionnaire* must complete and sign the questionnaire as provided at the end of the questionnaire.

6. Transaction Screen Questionnaire

6.1 *Persons to Be Questioned*—The following questions should be asked of (1) the current *owner* of the *property*, (2) any major *occupant* of the *property* or, if the *property* does not have any major *occupants*, at least 10 % of the *occupants* of the *property*, and (3) in addition to the current *owner* and the *occupants* identified in (2), any *occupant* likely to be using, treating, generating, storing, or disposing of *hazardous substances* or *petroleum products* on or from the *property*. A major *occupant* is any *occupant* using at least 40 % of the leasable area of the *property* or any anchor tenant when the *property* is a shopping center. In a multifamily *property* containing both residential and commercial uses, the *preparer* does not need to ask questions of the residential *occupants*. The *preparer* should ask each person to answer all questions to the best of the respondent's *actual knowledge* and in good faith. When completing the *site visit* column, the *preparer* should be sure to observe the *property* and any buildings and other structures on the *property*. The guide provides further details on the appropriate use of this questionnaire.

Description of Site: Address:

OWNER MARTIN T WILDE
 PENNSACCA ROAD
 NORTH OF NAS PENNSACCA
 ECPA 101715110

Question	Owner ⁷	Occupants (if applicable)			Observed During Site Visit			
		Yes	No	Unk	Yes	No		
1a. Is the <i>property</i> used for an industrial use?	Yes	No	Unk	Yes	No	Unk	Yes	No
1b. Is any <i>adjoining property</i> used for an industrial use?	Yes	No	Unk	Yes	No	Unk	Yes	No
2a. Did you observe evidence or do you have any prior knowledge that the <i>property</i> has been used for an industrial use in the past?	Yes	No	Unk	Yes	No	Unk	Yes	No
2b. Did you observe evidence or do you have any prior knowledge that any <i>adjoining property</i> has been used for an industrial use in the past?	Yes	No	Unk	Yes	No	Unk	Yes	No
3a. Is the <i>property</i> used as a gasoline station, motor repair facility, commercial printing facility, dry cleaners, photo developing laboratory, junkyard or landfill, or as a waste treatment, storage, disposal, processing, or recycling facility (if applicable, identify which)?	Yes	No	Unk	Yes	No	Unk	Yes	No

⁷ Unk = "unknown" or "no response."

Question		Owner ⁷		Occupants (if applicable)			Observed During Site Visit	
3b. Is any <i>adjoining property</i> used as a gasoline station, motor repair facility, commercial printing facility, dry cleaners, photo developing laboratory, junkyard or landfill, or as a waste treatment, storage, disposal, processing, or recycling facility (if applicable, identify which)?	Yes	No	Unk	Yes	No	Unk	Yes	No
4a. Did you observe evidence or do you have any prior knowledge that the <i>property</i> has been used as a gasoline station, motor repair facility, commercial printing facility, dry cleaners, photo developing laboratory, junkyard or landfill, or as a waste treatment, storage, disposal, processing, or recycling facility (if applicable, identify which)?	Yes	No	Unk	Yes	No	Unk	Yes	No
4b. Did you observe evidence or do you have any prior knowledge that any <i>adjoining property</i> has been used as a gasoline station, motor repair facility, commercial printing facility, dry cleaners, photo developing laboratory, junkyard or landfill, or as a waste treatment, storage, disposal, processing, or recycling facility (if applicable, identify which)?	Yes	No	Unk	Yes	No	Unk	Yes	No
5a. Are there currently any damaged or discarded automotive or industrial batteries, pesticides, paints, or other chemicals in individual containers of >5 gal (19 L) in volume or 50 gal (190 L) in the aggregate, stored on or used at the <i>property</i> or at the facility?	Yes	No	Unk	Yes	No	Unk	Yes	No
5b. Did you observe evidence or do you have any prior knowledge that there have been previously any damaged or discarded automotive or industrial batteries, or pesticides, paints, or other chemicals in individual containers of >5 gal (19 L) in volume or 50 gal (190 L) in the aggregate, stored on or used at the <i>property</i> or at the facility?	Yes	No	Unk	Yes	No	Unk	Yes	No
6a. Are there currently any industrial <i>drums</i> (typically 55 gal (208 L)) or sacks of chemicals located on the <i>property</i> or at the facility?	Yes	No	Unk	Yes	No	Unk	Yes	No
6b. Did you observe evidence or do you have any prior knowledge that there have been previously any industrial <i>drums</i> (typically 55 gal (208 L)) or sacks of chemicals located on the <i>property</i> or at the facility?	Yes	No	Unk	Yes	No	Unk	Yes	No
7a. Did you observe evidence or do you have any prior knowledge that <i>fill dirt</i> has been brought onto the <i>property</i> that originated from a contaminated site?	Yes	No	Unk	Yes	No	Unk	Yes	No
7b. Did you observe evidence or do you have any prior knowledge that <i>fill dirt</i> has been brought onto the <i>property</i> that is of an unknown origin?	Yes	No	Unk	Yes	No	Unk	Yes	No
8a. Are there currently any <i>pits, ponds, or lagoons</i> located on the <i>property</i> in connection with waste treatment or waste disposal?	Yes	No	Unk	Yes	No	Unk	Yes	No
8b. Did you observe evidence or do you have any prior knowledge that there have been previously, any <i>pits, ponds, or lagoons</i> located on the <i>property</i> in connection with waste treatment or waste disposal?	Yes	No	Unk	Yes	No	Unk	Yes	No
9a. Is there currently any stained soil on the <i>property</i> ?	Yes	No	Unk	Yes	No	Unk	Yes	No

Question	Owner?	Occupants (if applicable)	Observed During Site Visit
9b. Did you observe evidence or do you have any prior knowledge that there has been previously, any stained soil on the <i>property</i> ?	Yes <input checked="" type="radio"/> No	Unk Yes No Unk	Yes <input checked="" type="radio"/> No
10a. Are there currently any registered or unregistered storage tanks (above or underground) located on the <i>property</i> ?	Yes <input checked="" type="radio"/> No	Unk Yes No Unk	Yes <input checked="" type="radio"/> No
10b. Did you observe evidence or do you have any prior knowledge that there have been previously, any registered or unregistered storage tanks (above or underground) located on the <i>property</i> ?	Yes <input checked="" type="radio"/> No	Unk Yes No Unk	Yes <input checked="" type="radio"/> No
11a. Are there currently any vent pipes, fill pipes, or access ways indicating a fill pipe protruding from the ground on the <i>property</i> or adjacent to any structure located on the <i>property</i> ?	Yes <input checked="" type="radio"/> No	Unk Yes No Unk	Yes <input checked="" type="radio"/> No
11b. Did you observe evidence or do you have any prior knowledge that there have been previously, any vent pipes, fill pipes, or access ways indicating a fill pipe protruding from the ground on the <i>property</i> or adjacent to any structure located on the <i>property</i> ?	Yes <input checked="" type="radio"/> No	Unk Yes No Unk	Yes <input checked="" type="radio"/> No
12a. Are there currently any flooring, drains, or walls located within the facility that are stained by substances other than water or are emitting foul odors?	Yes <input checked="" type="radio"/> No	Unk Yes No Unk	Yes <input checked="" type="radio"/> No
12b. Did you observe evidence or do you have any prior knowledge that there have been previously any flooring, drains, or walls within the facility that were stained by substances other than water or were emitting foul odors?	Yes <input checked="" type="radio"/> No	Unk Yes No Unk	Yes <input checked="" type="radio"/> No
13a. If the property is served by a private well or non-public water system, is there evidence or do you have prior knowledge that contaminants have been identified in the well or system that exceed guidelines applicable to the water system?	Yes <input checked="" type="radio"/> No	Unk Yes No Unk	Yes <input checked="" type="radio"/> No
13b. If the property is served by a private well or non-public water system, is there evidence or do you have prior knowledge that the well has been designated as contaminated by any government environmental/health agency?	Yes <input checked="" type="radio"/> No	Unk Yes No Unk	Yes <input checked="" type="radio"/> No
14. Does the <i>owner</i> or <i>occupant</i> of the <i>property</i> have any knowledge of <i>environmental liens</i> or governmental notification relating to past or recurrent violations of environmental laws with respect to the <i>property</i> or any facility located on the <i>property</i> ?	Yes <input checked="" type="radio"/> No	Unk Yes No Unk	
15a. Has the <i>owner</i> or <i>occupant</i> of the <i>property</i> been informed of the past existence of <i>hazardous substances</i> or <i>petroleum products</i> with respect to the <i>property</i> or any facility located on the <i>property</i> ?	Yes <input checked="" type="radio"/> No	Unk Yes No Unk	
15b. Has the <i>owner</i> or <i>occupant</i> of the <i>property</i> been informed of the current existence of <i>hazardous substances</i> or <i>petroleum products</i> with respect to the <i>property</i> or any facility located on the <i>property</i> ?	Yes <input checked="" type="radio"/> No	Unk Yes No Unk	
15c. Has the <i>owner</i> or <i>occupant</i> of the <i>property</i> been informed of the past existence of environmental violations with respect to the <i>property</i> or any facility located on the <i>property</i> ?	Yes <input checked="" type="radio"/> No	Unk Yes No Unk	
15d. Has the <i>owner</i> or <i>occupant</i> of the <i>property</i> been informed of the current existence of environmental violations with respect to the <i>property</i> or any facility located on the <i>property</i> ?	Yes <input checked="" type="radio"/> No	Unk Yes No Unk	

Question	Owner ⁷	Occupants (if applicable)			Observed During Site Visit	
16. Does the <i>owner</i> or <i>occupant</i> of the <i>property</i> have any knowledge of any <i>environmental site assessment</i> of the <i>property</i> or facility that indicated the presence of <i>hazardous substances</i> or <i>petroleum products</i> on, or contamination of, the <i>property</i> or recommended further assessment of the <i>property</i> ?	Yes <input checked="" type="radio"/> No	Unk	Yes	No	Unk	
17. Does the <i>owner</i> or <i>occupant</i> of the <i>property</i> know of any past, threatened, or pending lawsuits or administrative proceedings concerning a release or threatened release of any <i>hazardous substance</i> or <i>petroleum products</i> involving the <i>property</i> by any owner or occupant of the <i>property</i> ?	Yes <input checked="" type="radio"/> No	Unk	Yes	No	Unk	
18a. Does the <i>property</i> discharge waste water, on or adjacent to the <i>property</i> , other than storm water, into a storm water sewer system?	Yes <input checked="" type="radio"/> No	Unk	Yes	No	Unk	Yes <input checked="" type="radio"/> No
18b. Does the <i>property</i> discharge waste water, on or adjacent to the <i>property</i> , other than storm water, into a sanitary sewer system?	Yes <input checked="" type="radio"/> No	Unk	Yes	No	Unk	Yes <input checked="" type="radio"/> No
19. Did you observe evidence or do you have any prior knowledge that any <i>hazardous substances</i> or <i>petroleum products</i> , unidentified waste materials, tires, automotive or industrial batteries, or any other waste materials have been dumped above grade, buried and/or burned on the <i>property</i> ?	Yes <input checked="" type="radio"/> No	Unk	Yes	No	Unk	Yes <input checked="" type="radio"/> No
20. Is there a transformer, capacitor, or any hydraulic equipment for which there are any records indicating the presence of PCBs?	Yes <input checked="" type="radio"/> No	Unk	Yes	No	Unk	Yes <input checked="" type="radio"/> No

Government Records/Historical Sources Inquiry

(See guide, Section 10)

21. Do any of the following Federal government record systems list the property or any property within the circumference of the area noted below:			
National Priorities List—within 1.0 mile (1.6 Km)?	Yes	No	
CERCLIS List—within 0.5 mile (0.8 Km)?	Yes	No	
RCRA CORRACTS Facilities—within 1.0 mile (1.6 Km)?	Yes	No	
RCRA non-CORRACTS TSD Facilities—within 0.5 mile (0.8 Km)?	Yes	No	
22. Do any of the following state record systems list the property or any property within the circumference of the area noted below:			
List maintained by state environmental agency of hazardous waste sites identified for investigation or remediation that is the state agency equivalent to NPL—within approximately 1.0 mile (1.6 Km)?	Yes	No	
List maintained by state environmental agency of sites identified for investigation or remediation that is the state equivalent to CERCLIS—within 0.5 mile (0.8 Km)?	Yes	No	
Leaking Underground Storage Tank (LUST) List—within 0.5 mile (0.8 Km)?	Yes	No	
Solid Waste/Landfill Facilities—within 0.5 mile (0.8 Km)?	Yes	No	
23. Based upon a review of <i>fire insurance maps</i> or consultation with the local fire department serving the <i>property</i> , all as specified in the guide, are any buildings or other improvements on the <i>property</i> or on an <i>adjoining property</i> identified as having been used for an industrial use or uses likely to lead to contamination of the <i>property</i> ?	Yes	No	N/A

The preparer of the transaction screen questionnaire must complete and sign the following statement. (For definition of "preparer" and "user," see 5.3 or 3.3.25.)

This questionnaire was completed by:

Name Doyle Butler
 Title Engineering Project Coordinator
 Firm ESCAURIA to 5040 waste
 Address 13009 Beverly Rd
Castroville CA 92533
 Phone number 850-937-2148
 Date 5/10/2012

If the preparer is different than the user, complete the following:

Name of user _____
 User's address _____
 User's phone number _____
 Preparer's relationship to site _____
 Preparer's relationship to user (for example, principal, employee, agent, consultant) _____

DOCUMENTATION OF SITE VISIT



N

V

FENCE LINE
ROAD

04:12:2012 22:01

Question	Owner ⁷	Occupants (if applicable)			Observed During Site Visit			
3b. Is any <i>adjoining property</i> used as a gasoline station, motor repair facility, commercial printing facility, dry cleaners, photo developing laboratory, junkyard or landfill, or as a waste treatment, storage, disposal, processing, or recycling facility (if applicable, identify which)?	Yes	No	Unk	Yes	No	Unk	Yes	No
4a. Did you observe evidence or do you have any prior knowledge that the <i>property</i> has been used as a gasoline station, motor repair facility, commercial printing facility, dry cleaners, photo developing laboratory, junkyard or landfill, or as a waste treatment, storage, disposal, processing, or recycling facility (if applicable, identify which)?	Yes	No	Unk	Yes	No	Unk	Yes	No
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5a. Are there currently any damaged or discarded automotive or industrial batteries, pesticides, paints, or other chemicals in individual containers of >5 gal (19 L) in volume or 50 gal (190 L) in the aggregate, stored on or used at the <i>property</i> or at the facility?	Yes	No	Unk	Yes	No	Unk	Yes	No
5b. Did you observe evidence or do you have any prior knowledge that there have been previously any damaged or discarded automotive or industrial batteries, or pesticides, paints, or other chemicals in individual containers of >5 gal (19 L) in volume or 50 gal (190 L) in the aggregate, stored on or used at the <i>property</i> or at the facility?	Yes	No	Unk	Yes	No	Unk	Yes	No
6a. Are there currently any industrial <i>drums</i> (typically 55 gal (208 L)) or sacks of chemicals located on the <i>property</i> or at the facility?	Yes	No	Unk	Yes	No	Unk	Yes	No
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7a. Did you observe evidence or do you have any prior knowledge that <i>fill dirt</i> has been brought onto the <i>property</i> that originated from a contaminated site?	Yes	No	Unk	Yes	No	Unk	Yes	No
7b. Did you observe evidence or do you have any prior knowledge that <i>fill dirt</i> has been brought onto the <i>property</i> that is of an unknown origin?	Yes	No	Unk	Yes	No	Unk	Yes	No
8a. Are there currently any <i>pits, ponds, or lagoons</i> located on the <i>property</i> in connection with waste treatment or waste disposal?	Yes	No	Unk	Yes	No	Unk	Yes	No
8b. Did you observe evidence or do you have any prior knowledge that there have been previously, any <i>pits, ponds, or lagoons</i> located on the <i>property</i> in connection with waste treatment or waste disposal?	Yes	No	Unk	Yes	No	Unk	Yes	No
9a. Is there currently any stained soil on the <i>property</i> ?	Yes	No	Unk	Yes	No	Unk	Yes	No

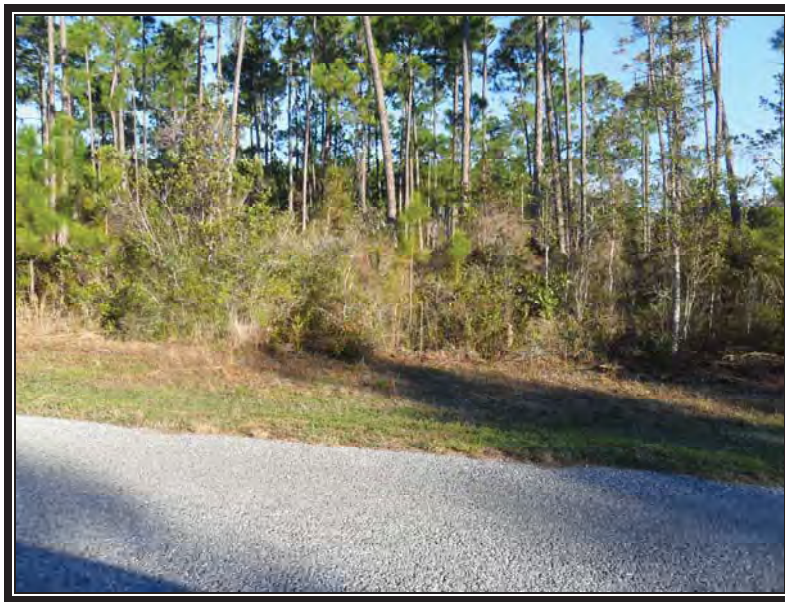
SUMMARY APPRAISAL REPORT

43,560 SF OF VACANT LAND

LOCATED ALONG FENCELINE ROAD
IN PENSACOLA, ESCAMBIA COUNTY, FLORIDA

AS OF JANUARY 3, 2012

VR12SB6758-6



PREPARED FOR
ESCAMBIA COUNTY PUBLIC WORKS
3363 WEST PARK PLACE
PENSACOLA, FLORIDA 32505

BY
BRANTLEY & ASSOCIATES

REAL ESTATE APPRAISAL CORPORATION

100 NORTH SPRING STREET POST OFFICE 12505 PENSACOLA, FLORIDA 32591-2505
PHONE: (850) 433-5075 FAX: (850) 438-0617 EMAIL: shawnbrantley@brantleyassociates.com



R. SHAWN BRANTLEY, MAI



Individual Member

BRANTLEY & ASSOCIATES

REAL ESTATE APPRAISAL CORPORATION

R. SHAWN BRANTLEY, MAI, CCIM
FL: CERT GEN RZ289
AL: CERTIFIED GENERAL REAL PROPERTY APPRAISER, G00419

BARBARA M. MARTIN, MAI
FL: CERT GEN RZ2552

BRUCE A. BLACK
FL: CERT GEN RZ2714

BARBARA S. BRANTLEY, CPA
ADMINISTRATION & FINANCE

DAVID C. SINGLETON, MBA
FL: TRAINEE R123431
AL: CERTIFIED GENERAL REAL PROPERTY APPRAISER, G01003

TORRI L. MATHERNE
FL: CERT GEN RZ2987

MICHAEL MIRAGLIOTTA
FL: CERT GEN RZ2173

January 3, 2012

Ms. Judy Cantrell, Real Estate Acquisition Specialist
Escambia County Public Works Department
3363 West Park Place
Pensacola, Florida 32505

Re: Appraisal of 43,560 SF of vacant land
located along Fenceline Road, Pensacola,
Escambia County, Florida

Dear Ms. Cantrell:

At your request, we have inspected the above referenced property for the purpose of estimating the market value of the property as of January 3, 2012, the date of inspection.

The subject property is comprised of 43,560 SF of vacant land located along Fenceline Road, in Escambia County, Florida. The property rights appraised are fee simple. By reason of our inspection and analysis, which is described in the accompanying summary report, we are of the opinion that the market value of the above referenced subject property as of January 3, 2012, is:

MARKET VALUE ESTIMATE
FORTY FIVE THOUSAND DOLLARS
(\$45,000)

The above value estimate is subject to the limiting conditions and assumptions as reported herein, and the following special limiting conditions:

- 1) **We have not received a topographical survey of the subject tract and are not ecologists. We have estimated the extent of topographical impairment to the best of our ability, and are of the opinion and assume that the limitations of the soils may be overcome by filling, drainage systems, or a combination of both, which would allow development of the parcel. Any reader is advised to consult with a wetlands scientist, engineer, or other environmental consultant to confirm this, prior to reliance upon this appraisal. In the event that topographical impairment should deviate significantly from that estimated by the appraiser, this appraisal would be rendered invalid or subject to revision.**



R. SHAWN BRANTLEY, MAI

100 NORTH SPRING STREET · POST OFFICE BOX 12505 · PENSACOLA, FLORIDA 32591
PHONE (850) 433-5075 · FAX (850) 438-0617 · EMAIL: shawnbrantley@brantleyassociates.com

Ms. Judy Cantrell

January 3, 2012

This is a Summary Appraisal Report, which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report. As such, it presents only summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use. The appraiser is not responsible for unauthorized use of this report.

We appreciate the opportunity of doing this work for you. If there should be any questions, please do not hesitate to call.

Sincerely,

A handwritten signature in cursive script that reads "R. Shawn Brantley, MAI".

R. Shawn Brantley, MAI, CCIM
Cert. Gen. RZ 289
Florida

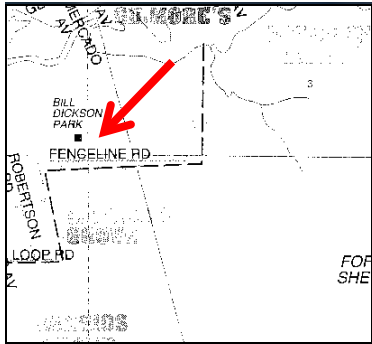
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SUMMARY OF SALIENT FACTS AND IMPORTANT CONCLUSIONS

PROPERTY IDENTIFICATION:	43,560 SF of vacant land located along Fenceline Road, in the Community of Pleasant Grove, Escambia County, Florida
OWNERSHIP:	Martin T. Wilde, 3 Drake Drive, Savannah, Georgia 31406
LOCATION OF PROPERTY:	The property is located along the north side of Fenceline Road, in Section 3, Township 3S, Range 31W, in the Community of Pleasant Grove in Escambia County, Florida
PURPOSE OF APPRAISAL:	To estimate the market value of the subject property as of Jan. 3, 2012
PROPERTY RIGHTS APPRAISED:	Fee Simple
DATE OF VALUATION:	Jan. 3, 2012
ZONING:	R-5 (AIPD-1, Area "A")
HIGHEST AND BEST USE:	Single Family Residential Development
FINAL VALUE ESTIMATE:	\$45,000

AREA "A" DENSITY REDUCTION PROJECT



VICINITY MAP



2009 AERIAL PHOTOS



ESCAMBIA COUNTY PUBLIC
WORKS DEPARTMENT
LWG 05/15/12 DISTRICT 2



WILDE PROPERTY / APPROXIMATELY 1.06 ACRES



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2587

County Administrator's Report 12. 1.

BCC Regular Meeting

Discussion

Meeting Date: 06/07/2012

Issue: Request for Proposals Audit of Franchise Fees

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Audit of Franchise Fees PD 11-12.027 - Amy Lovoy, Management and Budget Services Department Director

That the Board award and authorize the Chairman to sign a Contract to MuniServices, LLC, for the Audit of Franchise Fees, PD 11-12.027, based on the contingency fees as follows:

Franchise Fee Audit	MuniServices, LLC, fee*
Natural gas (1 franchisee: City of Pensacola)	25%
Electric (1 franchisee: Gulf Power)	25%
Solid Waste (6 franchisees: Allied Waste Services of North America, Emerald Coast Utilities Authority (ECUA), Southern Scrap Company, Titan Waste Services, Waste Management, Inc., of Florida, and Waste Pro of Florida.	25%

*Fee is based on percentage of funds due to the County because of underreporting or misreporting based on the findings of each audit. These fees include any out-of-pocket expenses or travel-related expenses. MuniServices, LLC, will invoice the County upon issuance of the final report to the County.

BACKGROUND:

The Office of Purchasing advertised the solicitation on April 4, 2012, in the Pensacola News Journal. There were a total of three responses and one no proposal. The committee unanimously recommended MuniServices, LLC.

BUDGETARY IMPACT:

NA

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney, Kristin Hual, prepared the Contract.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is consistent with the Escambia County FL, Code of Ordinance, Chapter 46, Article II, Section 46-44, Applications and Exemption; and Section 46-64 Board Approval.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will distribute the Contract and Purchase Order.

Attachments

Agreement for Auditing Svcs.

AGREEMENT FOR AUDITING SERVICES PD11-12.027

This Agreement is made this ____ day of _____, 2012, by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Street, Pensacola, Florida 32502, and MuniServices, LLC, a wholly owned subsidiary of Portfolio Recovery Associates, Inc., a for-profit corporation, authorized to do business in the State of Florida (hereinafter referred to as "Contractor"), whose federal identification number is 133528885 and whose principal address is 2317 Third Avenue North, Birmingham, AL 35203

WITNESSETH:

WHEREAS, the County issued a Request for Proposal seeking offers for auditing services (PD 11-12.027); and

WHEREAS, Contractor is a firm with expertise in auditing franchisees for compliance with the terms of certain franchise agreements; and

WHEREAS, the County desires to enter into an agreement with Contractor for the provision of such services as specified herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. **Recitals.** The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. **Term.** This Agreement shall commence upon October 1, 2012, and continue for a term of one (1) year with the option to renew for two subsequent one (1) year terms. In no event shall the term of this agreement exceed the duration of three (3) years from the date of commencement.
3. **Scope of Services.** Contractor agrees to provide services including, but not limited to, the scope of services outlined in Escambia County's RFP Specification No. P.D. 11-12.027, attached hereto as Exhibit "A". In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.
4. **Compensation.** In exchange for Contractor's provision of the scope of services referenced in Section 3 above, County shall pay Contractor in accordance with the Cost Proposal, dated May 1, 2012, provided as part of the Contractor's Proposal for Audit of Franchise Fees for Escambia County, attached hereto as Exhibit "B".

5. Work Orders. The County shall assign tasks to the Contractor in writing utilizing work orders relating to a blanket purchase order or by individual purchase order. The task(s) to be accomplished shall be described in detail and the time frame in which it needs to be accomplished will be stated in the work order. No minimum quantity of work is guaranteed during the term of this agreement, and only those tasks assigned pursuant to a work order may be compensated.
6. Method of Billing. Contractor shall submit invoices to the County on a monthly basis. Invoices shall reflect the number of hours expended and the amount due and owing for monthly fees with appropriate supporting documentation. The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice.
7. Termination. This Agreement may be terminated for cause or convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for services performed through the date of termination.
8. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

9. Insurance. The Contractor is required to carry the following insurance:
- (a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.
 - (b) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.
 - (c) Professional Liability/Malpractice/Errors or Omissions coverage with minimum limits of \$5,000,000 per occurrence.
 - (d) Excess or Umbrella Liability coverage.
 - (e) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.
 - (f) It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.
 - (g) Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the County prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

10. Independent Contractor Status. In the performance of services hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

11. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: MuniServices, LLC
Attention: Kennon Walthall
2317 Third Avenue North, Suite 200
Birmingham, AL 35203

To: Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.
13. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Licensee and its surety, if any, seven days written notice, during which period the Licensee still fails to allow access to such documents, terminate the contract of the Licensee.
14. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.
15. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.
16. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including but not limited to properly registering as a lobbyist for representation of the County with the appropriate governmental entities as well as making all necessary lobbying reports in a timely manner to the proper authorities.
17. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall

remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

18. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: ESCAMBIA COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chairman, authorized to execute same by Board action on the ___ day of _____, 2012, and MuniServices, LLC, a wholly owned subsidiary of Portfolio Recovery Associates, Inc., signing by and through its Chief Operating Officer, duly authorized to execute same.

This document approved as to form and legal sufficiency.

By: [Signature]
Title: HCA
Date: 5/7/12

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
(SEAL)

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Wilson B. Robertson, Chairman

Date: _____

BCC Approved: _____

CONTRACTOR:
MuniServices, LLC, a wholly owned subsidiary of Portfolio Recovery Associates, Inc.

ATTEST:

By: Kennon Walthall, COO

By: _____
Corporate Secretary

(SEAL)

ESCAMBIA COUNTY
FLORIDA

REQUEST FOR PROPOSALS

AUDIT OF FRANCHISE FEES

SPECIFICATION NUMBER PD 11-12.027

PROPOSALS WILL BE RECEIVED UNTIL: 10:00 a.m., CDT, Tuesday, May 1, 2012

Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32591-1591

Board of County Commissioners

Wilson Robertson, Chairman
Gene Valentino, Vice Chairman
Grover Robinson, IV
Kevin W. White
Marie Young

From:
Claudia Simmons
Purchasing Manager

Procurement Assistance:

Joe Pillitary CPPB, CPPO, Purchasing Coordinator
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place, Room 11.101
Pensacola, FL 32502
Telephone: (850) 595-4878
Fax: (850) 595-4805
Email: joe_pillitary@co.escambia
www.myescambia.com

Technical Assistance:

Amy Lovoy, Department Director
Management & Budget Services Department
221 Palafox Place
4th Floor, Suite 440
Pensacola, FL 32502
Telephone: (850) 595-4960
Fax (850) 595-4810

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4684 (TTY).

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.



**ESCAMBIA COUNTY FLORIDA
REQUEST FOR PROPOSALS
PROPOSER'S CHECKLIST
AUDIT OF FRANCHISE FEES
SPECIFICATION PD 11-12.027**

- **HOW TO SUBMIT YOUR PROPOSAL**

PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE PROPOSALS ARE NOT ACCEPTABLE.** ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE PROPOSALS WILL BE RETURNED UNOPENED.

** Documents submitted with Proposal are to be on the forms provided in the Request for Proposals and photocopies of other required documents*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH PROPOSAL:

- SOLICITATION, OFFER AND AWARD FORM (IN DUPLICATE WITH ORIGINAL SIGNATURE)
- COST PROPOSAL (IN DUPLICATE WITH ORIGINAL SIGNATURE)
- 1 ORIGINAL AND 5 COPIES ON CD

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH PROPOSAL

- SWORN STATEMENT PUSUANT TO SECTION 287.133 (3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE
- IDENTIFICATION
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA
- OCCUPATIONAL LICENSE
- FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION – LICENSE(S), CERTIFICATION(S), AND/OR REGISTRATION(S)
- WRITTEN OPINION OF AN ATTORNEY FROM A FOREIGN STATE AS TO BID PREFERENCES
- BEFORE YOU SUBMIT YOUR PROPOSAL, HAVE YOU:
PLACED YOUR PROPOSAL WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, PROJECT NAME, NAME OF PROPOSER, AND DUE DATE AND TIME OF PROPOSAL RECEIPT?

- THE FOLLOWING SUBMITTALS ARE RETURNED UPON NOTICE OF AWARD:

CERTIFICATE OF INSURANCE

- HOW TO SUBMIT A NO PROPOSAL

IF YOU DO NOT WISH TO PROPOSE AT THIS TIME, PLEASE REMOVE THE SOLICITATION, OFFER AND AWARD FORM FROM THE PROPOSAL SOLICITATION PACKAGE AND ENTER NO PROPOSAL IN THE "REASON FOR NO PROPOSAL" BLOCK, YOUR COMPANY'S NAME, ADDRESS, SIGNATURE, AND RETURN THE SOLICITATION, OFFER AND AWARD FORM IN A SEALED ENVELOPE. THIS WILL ENSURE YOUR COMPANY'S ACTIVE STATUS IN OUR BIDDER'S LIST.

**THIS FORM IS FOR YOUR CONVENIENCE TO ASSIST IN FILLING
OUT YOUR PROPOSAL ONLY.
DO NOT RETURN WITH YOUR PROPOSAL**

REQUEST FOR PROPOSAL FRANCHISE AGREEMENTS AUDIT

- Proposers Checklist
- Request for Proposals - Title Page
- Table of Contents
- Solicitation, Offer and Award Form
- Sworn Statement Pursuant to Section 287.133 (3)(a), Florida Statutes, on Entity Crimes
- Drug-Free Workplace Form
- Information Sheet for Transactions and Conveyances and Corporate Identification
- General Terms and Conditions (By Reference)
- Special Terms and Conditions (Include Indemnification, and Insurance)
- Request for Proposals Response Format.

Part A Summary

Part I General Information

- 1-1 Purpose
- 1-2 Objective
- 1-3 Issuing Officer
- 1-4 Contract Consideration
- 1-5 Rejection
- 1-6 Inquiries
- 1-7 Addenda
- 1-8 Schedule
- 1-9 Proposal Content and Signature
- 1-10 Negotiations
- 1-11 Recommended Proposal Preparation Guidelines
- 1-12 Prime Contract Responsibilities
- 1-13 Disclosures
- 1-14 Delays
- 1-15 Work Plan Control
- 1-16 Method of Payment

Part II Information Required from Contractors

- 2-1 Proposal Format and Content
- 2-2 Introduction
- 2-3 Understanding the Project
- 2-4 Methodology Used for the Project
- 2-5 Management Plan for the Project
- 2-6 Experience and Qualifications
- 2-7 Cost Proposal

Part III Criteria for Selection

Part IV Scope of Work

Part V Deliverables

SIGN AND RETURN THIS FORM WITH YOUR PROPOSAL**

SOLICITATION, OFFER AND AWARD FORM ESCAMBIA COUNTY FLORIDA
SUBMIT OFFERS TO:

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

Request for Proposal

AUDIT OF FRANCHISE FEES
Solicitation Number PD 11-12.027

SOLICITATION

MAILING DATE: Monday, April 2, 2012
PRE-BID/PROPOSAL CONFERENCE: N/A
OFFERS WILL BE RECEIVED UNTIL: 10:00 a.m., CDT, Tuesday, May 1, 2012 and may not be withdrawn within 90 days after such date and time.

POSTING OF SOLICITATION TABULATIONS

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

OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER: _____

TERMS OF PAYMENT: _____

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

VENDOR NAME: _____

REASON FOR NO OFFER: _____

ADDRESS: _____

CITY, ST. & ZIP: _____

PHONE NO.: (____) _____

BID BOND ATTACHED \$ _____

TOLL FREE NO.: (____) _____

FAX NO.: (____) _____

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

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER
(TYPED OR PRINTED)

**
SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

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

AWARD

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

FIRM

ESCAMBIA COUNTY FLORIDA

Name and Title of Signer (Type or Print)

Name and Title of Signer (Type or Print)

Name of Contractor

By _____
County Administrator Date

By _____
Signature of Person Authorized to Sign Date

WITNESS _____
Date

ATTEST: _____
Corporate Secretary Date

WITNESS _____
Date

[CORPORATE SEAL]

ATTEST: _____
Witness Date

Awarded Date _____

ATTEST: _____
Witness Date

Effective Date _____

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

1. This sworn statement is submitted to _____
(print name of the public entity)
- by _____
(print individual's name and title)
- for _____
(print name of entity submitting sworn statement)

whose business address is

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

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

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
 - c. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
 - d. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (indicate which statement applies.)

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

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

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

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

(signature)

Sworn to and subscribed before me this _____ day of _____, 20_____

Personally known _____
OR produced identification _____

Notary Public - State of _____

(Type of identification)

My commission expires _____

(Printed typed or stamped commissioned name of notary public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that
_____ does:

Name of Business

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

Check one:

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

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

Offeror's Signature

Date

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

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

(Please Circle One)

Is this a Florida Corporation:

Yes or No

If not a Florida Corporation,

In what state was it created:

Name as spelled in that State:

What kind of corporation is it:

"For Profit" or "Not for Profit"

Is it in good standing:

Yes or No

**Authorized to transact business
in Florida:**

Yes or No

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

Does it use a registered fictitious name: Yes or No

Names of Officers:

President: _____ Secretary: _____

Vice President: _____ Treasurer: _____

Director: _____ Director: _____

Other: _____ Other: _____

Name of Corporation (As used in Florida):

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

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

(Please continue and complete page 2)

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

Contact person for Company: _____ **E-mail:** _____

Telephone Number: _____ **Facsimile Number:** _____

Name of individual who will sign the instrument on behalf of the company:

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

(Spelled exactly as it would appear on the instrument)

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

END

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

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850) 595-4805.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of the Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

Bid Information See Home Page URL: <http://www.myescambia.com>
Click on **ON-LINE SOLICITATIONS**

1. **Sealed Solicitations**
2. **Execution of Solicitation**
3. **No Offer**
4. **Solicitation Opening**
5. **Prices, Terms and Payment**
 - 5.01 **Taxes**
 - 5.02 **Discounts**
 - 5.03 **Mistakes**
 - 5.04 **Condition and Packaging**
 - 5.05 **Safety Standards**
 - 5.06 **Invoicing and Payment**
 - 5.07 **Annual Appropriations**
6. **Additional Terms and Conditions**
7. **Manufacturers' Name and Approved Equivalents**
8. **Interpretations/Disputes**
9. **Conflict of Interest**
 - 9.01 **County Procedure on Acceptance of Gifts**
 - 9.02 **Contractors Required to Disclose any Gift Giving**
 - 9.03 **Gratuities**
10. **Awards**
11. **Nonconformance to Contract Conditions**
12. **Inspection, Acceptance and Title**
13. **Governmental Restrictions**
14. **Legal Requirements**
15. **Patents and Royalties**
16. **Price Adjustments**
17. **Cancellation**
18. **Abnormal Quantities**
19. **Advertising**
20. **Assignment**
21. **Liability**
22. **Facilities**
23. **Distribution of Certification of Contract**

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS
The following General Terms and Conditions are incorporated by reference (continued).

24. **The Successful Bidder(s) must Provide**
25. **Addition/deletion of Items**
26. **Ordering Instructions**
27. **Public Records**
28. **Delivery**
29. **Samples**
30. **Additional Quantities**
31. **Service and Warranty**
32. **Default**
33. **Equal Employment Opportunity**
34. **Florida Preference**
35. **Contractor Personnel**
36. **Award**
37. **Uniform Commercial Code**
38. **Contractual Agreement**
39. **Payment Terms/Discounts**
40. **Improper Invoice; Resolution of Disputes**
41. **Public Entity Crimes**
42. **Suspended and Debarred Vendors**
43. **Drug-Free Workplace Form**
44. **Information Sheet for Transactions and Conveyances**
45. **Copies**
46. **License and Certifications** - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations,
URL:<http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html>
47. **Execution of Contract**
48. **Purchase Order**
49. **No Contingent Fees**
50. **Solicitation Expenses**
51. **On-Line Auction Services**

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s)

Instructions to Offerors

General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

Specification Number PD 11-12.027, "Audit of Franchise Fees", Name of Submitting Firm, Time and Date due.

NOTE: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

Workers Compensation Coverage

The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage

The contractor shall 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 (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

Excess or Umbrella Liability Coverage

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Endorsements/Additional Insurance

The County may require the following endorsements or additional types of insurance.

Professional Liability/Malpractice/Errors or Omissions Insurance

The contractor shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of \$5,000,000 per occurrence.

If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (erp) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverages(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of \$1,000.
4. Designate Escambia County as the certificate holder as follows:
Escambia County
Attention: Joe Pillitary, CPPB, CPPO, Purchasing Coordinator
Office of Purchasing, 2nd FL, Room 11.101
P.O. Box 1591
Pensacola, FL 32591-1591
Fax (850) 595-4805
5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

PART A SUMMARY

Escambia County is a non-charter county located in the extreme northwest corner of Florida with a population of about 310,000. The County has granted franchises for certain enterprises including exclusive franchises for the provision of electricity and natural gas and non-exclusive franchises for the hauling of commercial solid waste. There are six (6) solid waste franchisees. These franchise agreements include various terms and conditions including a fee paid to the County for consideration of the franchise granted. The fees are shown below.

Electricity – 5% of gross revenues with monthly maximums per customer as follows:

RS/GS/GST Category - \$10

GSD/GSDT Category - \$75

LP/LPT Category - \$300

PX/PXT Category - \$3,000

Natural Gas – 5% of gross revenues with monthly maximums per customer as follows:

Residential - \$10

Commercial - \$750

Industrial - \$3,000

Solid Waste - \$.83 per cubic year in a container or garbage cart or \$1.65 per cubic yard in a compactor.

The County wishes to contract with a single firm capable of auditing all franchisees for compliance with the terms and conditions of the franchise agreements.

The following policy will apply to all methods of source selection:

Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

Definitions

Blackout period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

Sanctions

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

- (a) Rejection/disqualification of submittal
- (b) Termination of contracts; or
- (c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

PART I GENERAL INFORMATION

1-1 PURPOSE

The County wishes to contract with a single firm capable of auditing all franchisees for compliance with all the terms and conditions of the franchise agreements.

1-2 OBJECTIVE

The Primary objective of The RFP is the selection of the most qualified and experienced Contractor to audit these franchisees based on terms that are most advantageous to the County.

1-3 ISSUING OFFICER

The project Directors shall be Amy Lovoy, Management and Budget Services, Patty Sheldon, Clerk of the Circuit Court. Questions regarding the RFP can be directed to either.

Patty Sheldon – (850) 595-4825, psheldon@escambiaclerk.com

Amy Lovoy – (850) 595-4960, amylovoy@myescambia.com

1-4 CONTRACT CONSIDERATION

It is expected that the contract shall be a percentage of funds due to the County as described in paragraph 1-16

1-5 REJECTION

The right is reserved by the Board of County Commissioners to accept or reject any or all proposals or to waive any informality, existing in any proposal, or to accept the proposal which best serves the interest and intent of this project and is from the most responsive and responsible proposer.

1-6 INQUIRIES

Technical questions regarding this Request for Proposal shall be directed to:

- Patty Sheldon – (850) 595-4825, psheldon@escambiaclerk.com
- Amy Lovoy – (850) 595-4960, amylovoy@myescambia.com

and procurement questions may be directed to Joe Pillitary, CPPB, CPPO, Purchasing Coordinator Telephone (850) 595-4878 , Fax (850) 595-4805.

Email: jfpillit@co.escambia.fl.us no later than 5:00 p.m. CDT, Monday, April 2, 2012

1-7 ADDENDA

Any changes made in the Request for Proposal shall be brought to the attention of all of those who have provided the proper notices of interest in performing the services.

1-8 SCHEDULE

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

- A. Mailing date of proposals Monday, April 2, 2012
- B. Receipt of proposals..... Tuesday, May 1, 2012
- C. Review of proposals..... Friday, May 4, 2012
- D. Board of County Commissioners
Approval.....Thursday, June 7, 2012

1-9 PROPOSAL CONTENT AND SIGNATURE

One original and Five (5) copies on CD of the proposal shall be required with all copies having been signed by a company official with the power to bind the company in its proposal, and shall be completely responsive to the RFP for consideration.

1-10 NEGOTIATIONS

The contents of the proposal of the successful firm shall become a basis for contractual negotiations.

1-11 RECOMMENDED PROPOSAL PREPARATION GUIDELINES

All contractors shall provide a straight forward and concise description of their ability to meet the RFP requirements. There shall be avoidance of fancy bindings and promotional material within. The proposal shall clearly show the technical approach to include work tasks, estimated time phasing and the proposed approach rational. The County discourages overly lengthy or costly proposals, and all pages should be in 8.5" x 11" format.

1-12 PRIME CONTRACT RESPONSIBILITIES

The selected contractor shall be required to assume responsibility for all services offered in his proposal. The selected contractor shall be the sole point of contact with regard to contractual matters including payments of any and all changes resulting from the contract.

1-13 DISCLOSURE

All information submitted in response to this RFP shall become a matter of public record, subject to Florida Statutes regarding public disclosure.

1-14 DELAYS

The Project Director reserves the right to delay scheduled due dates if it is to the advantage of the project.

1-15 WORK PLAN CONTROL

Control of the work plan to be developed under the RFP shall remain totally with the Escambia County Board of Commissioners.

1-16 METHOD OF PAYMENT

The preferred method of compensation is a percentage of funds due to the County because of underreporting or misreporting based on the findings of the audit. Any proposal should specifically address this method of compensation.

PART II INFORMATION REQUIRED FROM CONTRACTORS

ALL PROPOSALS SHALL INCLUDE THE FOLLOWING: TECHNICAL AND COST PROPOSAL

2-1 PROPOSAL FORMAT AND CONTENT

The County discourages overly lengthy and costly proposals, however, in order for the County to evaluate proposals fairly and completely, proposers should follow the format set out herein and provide all of the information requested.

2-2 INTRODUCTION

Proposals shall include the complete name and address of their firm and the name, mailing address, and telephone number of the person the County should contact regarding the proposal.

Proposals shall confirm that the firm will comply with all of the provisions in this RFP; and, if applicable, provide notice that the firm qualifies as a County proposer. Proposals shall be signed by a company officer empowered to bind the company. A proposer's failure to include these items in their proposals may cause their proposal to be determined to be non-responsive and the proposal may be rejected.

2-3 UNDERSTANDING OF THE PROJECT

Proposers shall provide a comprehensive narrative statement that illustrates their understanding of the requirements of the project and the project schedule.

2-4 METHODOLOGY USED FOR THE PROJECT

Proposers shall provide a comprehensive narrative statement that sets out the methodology they intend to employ and that illustrates how their methodology will serve to accomplish the work and meet the County's project schedule.

2-5 MANAGEMENT PLAN FOR THE PROJECT

Proposers shall provide a comprehensive narrative statement that sets out the management plan they intend to follow and illustrates how their plan will serve to accomplish the work and meet the County's project schedule.

2-6 EXPERIENCE AND QUALIFICATIONS

The offeror should state the size of the firm, the location of the office from which the work on this engagement is to be performed, the number and nature of the professional staff to be employed in this engagement on a full-time basis, and the number and nature of the staff to be so employed on a part time basis.

Provide a list of all the key team personnel that will serve on this project, if selected.

Provide a statement of qualifications which outlines the organizational/individual training, experience, and qualifications in relation to the planning, development, and implementation for auditing the County's electric franchise fee collections.

At least one member of the project team should be a CPA or have a substantially equivalent accounting or financial background.

Provide reference names and phone numbers for similar projects your firm has completed

2-7

COST PROPOSAL

The preferred method of compensation is a percentage of funds due to the County because of underreporting or misreporting based on the findings of the audit. Proposers shall spell out the exact percentages.

PART III

CRITERIA FOR SELECTION

Proposals will be evaluated on the following criteria:

1. Experience, Capacity and Qualifications
2. Audit Approach/Proposal/Technical Requirements
3. Fees

PART IV

SCOPE OF WORK

Auditor shall provide all required labor, materials, equipment, and transportation required to conduct audits of the following:

Electric franchise fees from Gulf Power– for the purpose of identifying errors and omissions in fees due to the County based on the franchise agreement for the County fiscal years 2007 through 2011.

Natural gas franchise fees from the City of Pensacola – for the purpose of identifying errors and omissions in fees due to the County based on the franchise agreement for the County fiscal years 2007 through 2011.

Commercial hauler franchise fees from the following companies - for the purpose of identifying errors and omissions in fees due to the County based on the franchise agreement as well as identifying any commercial solid waste that was not delivered to the appropriate facility for the County fiscal years 2010 through 2011.

- o Allied Waste Services of North America
- o Emerald Cost Utilities Authority (ECUA)
- o Southern Scrap Company
- o Titan Waste Services
- o Waste Management Inc. of Florida
- o Waste Pro of Florida

Auditor shall audit read histories to identify errors in billing and revenue processes. Auditor shall chart billings to determine variances. A meeting shall be held with the County to discuss errors or omissions.

Auditor shall review the franchise agreement and revenues received by the County. The County's fiscal year commences October 1st and ends September 30th. Specific areas of the review will include:

- Overall identification of those revenue items required for inclusion in the calculation of gross revenues.
- Inclusion in gross revenues related to franchise fees, late fees, returned check fees.
- Proper application of the franchise fee percentage and accurate calculations.
- Any possible penalties or late filing assessments provided for in the enabling ordinance or franchise agreements and utility taxes.
- Once the franchise fee audits are completed, the data shall be presented in spreadsheet form with a detailed explanation of any payment discrepancies and penalties.
- Auditor shall draft all correspondence to the franchise operator for the County to copy and paste to its letterhead. This correspondence shall detail the findings and make demand for any restitution or submission of additional data, such as secondary address research.
- All other noncompliance items noted during the audit should also be reported specifically identifying the areas of noncompliance and the nature of the noncompliance actions including recommended actions.
- Inspect billing and receipt records used to substantiate franchise fees due from customers. Summarize the franchise fee information for the past five fiscal years and note any inconsistencies.
- Note whether the franchisee has substantively fulfilled its financial obligations in regards to their respective franchise agreements with the Escambia County and determine that they adhere to the general parameters of the franchise agreement.

PART V

DELIVERABLES

- The County shall be the sole owner of all information, materials, and documents produced as a result of the Contract. Auditor shall deliver said information, materials, and documents to the County before Auditor receives final payment.
- Upon completion of the franchise fee the data shall be presented in spreadsheet form with a detailed explanation of any payment discrepancies and penalties.
- Auditor shall draft all correspondence to the franchise operator for the County to copy and paste to its letterhead. This correspondence shall detail the findings and make demand for any restitution or submission of additional data, such as secondary address research.
- All other noncompliance items noted during audits should also be reported specifically identifying the areas of noncompliance and the nature of the noncompliance actions including recommended actions.
- The auditor shall be expected to present findings and recommendations to the Board of Commissioners.

2-7 COST PROPOSAL

MuniServices, LLC proposes to perform the work described in the Scope of Work based on the contingency fees below

<i>Franchise Fee Audit</i>	<i>MuniServices fee*</i>
Natural gas (1 franchisee: City of Pensacola)	25%
Electric (1 franchisee: Gulf Power)	25%
Solid Waste (6 franchisees: Allied Waste Services of North America, Emerald Coast Utilities Authority (ECUA), Southern Scrap Company, Titan Waste Services, Waste Management Inc. of Florida, and Waste Pro of Florida.	25%

*Fee is based on percentage of funds due to the County because of underreporting or misreporting based on the findings of each audit. These fees include any out-of-pocket expenses or travel-related expenses. MuniServices will invoice the County upon issuance of the final report to the County.





BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2689

County Attorney's Report 12. 1.

BCC Regular Meeting

Action

Meeting Date: 06/07/2012

Issue: MOU Between DCF and the County with Limited County Access to Florida System Data (Recipients of Medicaid Services)

From: Alison P. Rogers, County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a MOU Between the Florida Children and Family Services and the County with Limited County Access to Florida System Data

That the Board authorize the Chairman to execute the attached Memorandum of Agreement between the Florida Children and Family Services and the County for limited County access to Florida system data.

BACKGROUND:

The County needs to access limited data on the Florida System to confirm limited information regarding recipients of Medicaid Services within the County for payment purposes. This Agreement will allow certain employees of the Clerk's Office to verify residency and other limited information available in the Florida system. The Clerk is an additional signatory to the Agreement. The Clerk's Office will determine which employees need to have this access and will ensure that the appropriate forms (see Exhibit D of the Agreement) are executed for each employee having such access. Board approval anticipates that the Clerk's Office will complete and submit these forms from time to time without approval by the Board.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

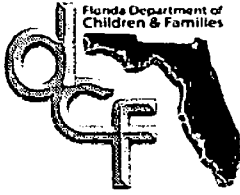
N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

MOU



**State of Florida
Department of Children and Families**

Rick Scott
Governor

David E. Wilkins
Secretary

**STANDARD MEMORANDUM OF AGREEMENT FOR
LIMITED COUNTY ACCESS TO FLORIDA SYSTEM DATA**

This Memorandum of Agreement for Limited County Access to FLORIDA System data (MOU) is entered into between the Florida Department of Children and Families (the Department) and Escambia County (the County).

WHEREAS, the Department maintains certain information in its Florida Online Recipient Integrated Data Access system (FLORIDA) System regarding applicants seeking to qualify for Medicaid Services;

WHEREAS, the County needs to access limited data on the FLORIDA System to confirm limited information regarding recipients of Medicaid Services within the County for payment purposes; and

WHEREAS, the Department is willing to provide the County with limited access to the data in the FLORIDA System for such purposes, provided that the County complies with certain security requirements.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

1. The foregoing recitations are true and incorporated into the terms of this MOU by reference.
2. Conditioned on the County's compliance with the terms of "Exhibit A" to this MOU and the terms below, the Department will grant authorized County personnel limited access to the FLORIDA System to verify Medicaid recipient addresses. Authorized County personnel will be provided "view only" access to the screens shown in "Exhibit B" to this MOU (the limited FLORIDA data). The Department will have sole discretion to determine the means of access and the manner of display of the limited FLORIDA data.
3. The County hereby agrees to comply with the terms of "Exhibit A" and will access the limited FLORIDA data exclusively for purposes of verifying Medicaid recipient addresses and will not utilize nor permit any person to utilize the limited FLORIDA data for any other purpose. Any County record of the limited FLORIDA data shall be maintained and used only in accordance with the terms of this MOU.
4. The Department will provide appropriate and timely training and support to the county with regard to FLORIDA system access.
5. Prior to granting access to the FLORIDA System to individual users at the County level, the following must be accomplished:
 - a. The Department must be in receipt of a signed MOU with the appropriate County entity(ies).
 - b. The Department must be in receipt of a FLORIDA Individual Security Information Form ("Exhibit C") for each user requesting access to the FLORIDA System.

1317 Winewood Boulevard, Tallahassee, Florida 32399-0700

- c. The Department must be in receipt of a signed DCF CF 114 form "Security Agreement Form" (Exhibit D). This form should accompany Exhibit C.
 - d. Individual users must have received confirmation from the FLORIDA Application Data Security Administrator that access has been granted and received a user ID and an initial password.
 - e. Individual users have completed FLORIDA access training.
 - f. Individuals have completed the required initial Department online security training, and have printed out their completion certificate for their local personnel file. A copy of the security-training certificate should accompany Exhibit C. This training is required annually after completion of the initial training.
6. Term and termination. This MOU shall commence the last day executed by all parties and shall continue for a period of five years, provided, however, that the confidentiality requirements regarding the limited FLORIDA data shall survive the expiration or termination of this MOU. This MOU may be terminated by either party without cause upon 30 days written notice. This MOU may be terminated by either party for cause upon no less than 24 hours written notice. The Department may administratively suspend access to the FLORIDA System at any time the Department has reason to believe that the County is not in full compliance with the provisions of this MOU.
 7. To the extent permitted by law, including Section 768.28, Florida Statutes, and without waiving the limits of sovereign immunity, the County shall indemnify the Department, its officers, employees and agents from any suits, actions, damages, claims and costs of every name and description, including attorneys' fees, relating to access to or use of the limited FLORIDA data by the County, its officers, employees or agents.
 8. This MOU executed and entered into in the State of Florida, shall be construed, performed and enforced in all respects in accordance with Florida law and venue shall be in Leon County, Florida.
 9. There are no provisions, terms, conditions, or obligations other than those contained herein, and this MOU shall supersede all previous communications, representations, or agreements, either verbal or written between the parties.
 10. If any term or provision of this MOU is legally determined unlawful or unenforceable, the remainder of the MOU shall remain in full force and effect and such term or provision shall be stricken.
 11. Modifications of provisions of this MOU shall be valid only when they have been reduced to writing and duly executed by the duly authorized officials of both parties.
 12. The parties contact coordinators for the administration of this MOU are:

Escambia County contact/coordinator:
Patricia L. Sheldon, CPA, CGFO, CPFO, CPFIM
Administrator for Financial Services
Clerk of the Circuit Court and Comptroller
221 Palafox Place, Suite 140
Pensacola, Florida 32502-5843
850-595-4830
psheldon@escambiaclerk.com

Amy L. Lovoy
Department Director
Office of Management and Budget
221 Palafox Place, Suite 440
Pensacola, Florida 32502
850-595-4960
allovoy@myescambia.com

Department contact/coordinator:
Bruce R. Belrose
Chief, Operations and Research
Florida Department of Children and Families
Economic Self-Sufficiency Program Office
1317 Winewood Boulevard, 3-426
Tallahassee, FL 32399-0700
850-717-4083
Bruce_belrose@dcf.state.fl.us

IN WITNESS THEREOF, the parties hereto have caused this Memorandum of Agreement to be executed by their undersigned officials as duly authorized.

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

By: _____
Wilson B. Robertson, Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

Date: _____

By: _____
Deputy Clerk

(SEAL)

This document approved as to form
and legal sufficiency

By: [Signature]
Title: County Attorney
Date: 5/29/12

**ESCAMBIA COUNTY
CLERK OF THE CIRCUIT COURT AND COMPTROLLER**

By: _____
Ernie Lee Magaha

Date: _____

FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES

Signature

Date

Ann M. Berner
Director, Economic Self-Sufficiency Program

Attachments:

Exhibit A – Use and Security Requirements

Exhibit B – FLORIDA system screen shots

Exhibit C – FLORIDA Individual Security Information form

Exhibit D – DCF CF114 Security Agreement Form

EXHIBIT A - USE AND SECURITY REQUIREMENTS

The County agrees to comply with the following use and security requirements:

1. That the information obtained from the Department's system pursuant to the MOU (hereinafter "the limited FLORIDA data") is confidential in nature and protected from disclosure by State and Federal Law.
2. To restrict the transmission of the limited FLORIDA data using secure file transfer protocols to County personnel who have a verifiable need to know in the performance of their official duties for the purposes stated in Section 3 of the MOU.
3. To maintain a listing of County personnel granted on-line access privileges to the Department's system pursuant to this MOU and, upon request, make such information available to the Department. At a minimum, the list will include the user's first and last name, User Identification (USERID), date access was granted/changed/deleted, dates of initial security training and annual awareness training. This information will be maintained for a period of 5 years after access has been terminated or until administrative purposes have been served, whichever is longer.
4. To abide by IT Security Awareness training provided by the Department at <http://www.dcf.state.fl.us/admin/training.shtml> or an equivalent security training provided to court IT security officers. Initial and annual refresher IT Security Awareness training shall be documented.
5. To comply with State of Florida network security requirements specified in Florida Administrative Code 60DD-2.006, Network Security.
6. That the limited FLORIDA data may not be re-disclosed by the County or its personnel verbally, electronically or in any other forms except as specifically authorized by law or regulation and in compliance with 42 C.F.R., Subpart F.
7. That any the limited FLORIDA data will be used only for the purposes stated in Section 3 of the MOU and may be disclosed only for such purposes.
8. That the limited FLORIDA data shall be stored in a place physically secure from access by unauthorized persons.
9. To safeguard access to the limited FLORIDA data in such a way that unauthorized persons cannot view, print, copy or retrieve the information by any means.
10. To instruct all personnel granted on-line access privileges to the Department's system or granted access to the limited FLORIDA data in the County's possession regarding the confidential nature of the information, the safeguards and requirements of this MOU and the provisions of Chapters 71A-1 and 71A-2, Florida Administrative Code as well as Chapters 119, 812, 815, 817, 839 or 877, Florida Statutes, or similar state and federal requirements.
11. To adhere to the confidentiality requirements stated herein, and to fully and promptly report any infraction of these requirements to the respective contacts specified in Section 10 of the MOU.
12. To promptly notify the Department of any breach of security related to the limited FLORIDA data in its possession and to be responsible for full compliance with section 817.5681, F.S., if applicable, in the event of a breach of security concerning confidential personal information in its possession received from one another, including but not limited to, providing notification to affected persons.
13. To provide any such breach notification, if applicable, to the Department for prior review and approval of the contents of the notice.



“EXHIBIT B”
Limited FLORIDA Data

The screenshot shows a mainframe terminal window titled "S1 - esstp - ESS and printer - BlueZone Mainframe Display". The window has a menu bar with "File", "Edit", "Session", "Options", "Transfer", "View", "Macro", "Script", and "Help". Below the menu bar is a toolbar with various icons for file operations and navigation. The main display area has a dark background with the text "PIN" at the top center. Below this, there are two columns of horizontal lines, each representing a PIN input field. The right side of the screen shows the date and time "05/08/2012 17:08" and the user ID "P50424 B GILBERT". At the bottom of the screen, there is a status bar with the text "NEXT TRAN: _____ PARMS: _____". Below the status bar is a navigation bar with buttons for "CLRC", "PA Letters", "QA Navigation", "Data Exchange", "WebAppAcc", "Intake Specialist", and "FS Denial Date". At the very bottom, there is a system status bar with the following information: "S1 Ready... 205.176.250.66 FLAS4584 17:08:17 5/8/2012 NUM 00:18:10 07, 0..."



"EXHIBIT B"
Limited FLORIDA Data

S1 - esstp - ESS and printer - BlueZone Mainframe Display

File Edit Session Options Transfer View Macro Script Help

RIC1 05/08/2012 16:51
CASE INFORMATION P50424 B GILBERT
 CASE: CASELOAD:
 EFFECTIVE BEGIN DATE: 02/07/2012 STATUS: OPEN
 SERVICE SITE: 06403
 CASE FILE LOCATION: IN LOCATION DATE: 02072012 ERROR PRONE PROFILE: 11 15 00
 FIRST MI LAST SUF NOTICE LANG LIVES IN HH
 PIP: E Y

HOUSEHOLD LIVING ADDRESS: NUMBER UNIT DIR STREET/RURAL ROUTE SFX DIR APT
 CITY: PHONE:
 STATE: ZIP: CNTY:
 CELL:

IS MAILING ADDRESS SAME AS ABOVE? Y
 HOUSEHOLD MAILING ADDRESS: _____
 (IF DIFF FROM ABOVE)
 CITY: STATE: ZIP: DC:

PIP MAILING ADDRESS: (IF NOT RESIDENT IN HOUSEHOLD) _____
 CITY: PHONE: STATE: ZIP: DC:

NEXT TRAN: _____ PARMS: _____

CLRC	PA Letters	QA Navigation
Data Exchange	WebAppAcc	Intake Specialist
		F5 Denial Date

S1 Ready... 205.176.250.66 FLAS4584 16:51:58 5/8/2012 NUM 00:01:51 23.0...

"EXHIBIT B"
Limited FLORIDA Data

S1 - esstp - ESS and printer - BlueZone Mainframe Display									
File Edit Session Options Transfer View Macro Script Help									
RIPR CERTIFICATION OF PRIOR RESIDENCE ADDRESS					05/08/2012 17:02				
CASE: PIN:					P50424 B GILBERT				
EFFECTIVE BEGIN DATE: 03/26/2012					STATUS: OPEN				
DC	NBR	FIRST	HI	LAST	SUF	SSN			
1									
LAST LEGAL RESIDENCE:									
NUMBER	UNIT	DIR	STREET/RURAL ROUTE			SFX	DIR	APT	
					PHONE: _____				
CITY:			STATE: .		ZIP:		CNTY: --		
CONTACT PERSON FOR VERIFICATION:									
NAME: FIRST		HI LAST			SUF	RELATIONSHIP			
ADDRESS:									
NUMBER	UNIT	DIR	STREET/RURAL ROUTE			SFX	DIR	APT	
					PHONE: _____				
CITY:			STATE:		ZIP:				
NEXT TRAN: <input type="checkbox"/> PARMs: _____									
CLRC			PA Letters			QA Navigation			
Data Exchange			WebAppAcc			Intake Specialist		F5 Denial Date	
S1	Ready ...	205.176.250.66	FLAS4584	🔒	17:02:10	5/8/2012	NUM	00:12:03	23, 0...

"EXHIBIT B"
Limited FLORIDA Data

The screenshot shows a window titled "S1 - esstp - ESS and printer - BlueZone Mainframe Display". The window has a menu bar with "File", "Edit", "Session", "Options", "Transfer", "View", "Macro", "Script", and "Help". Below the menu bar is a toolbar with various icons. The main display area has a dark background with the text "CASE INFORMATION RETRIEVAL" at the top center. In the top right corner, the date and time "05/08/2012 17:06" and the user ID "P50424 B GILBERT" are displayed. The main area contains two columns of data, each labeled "CASE" at the top. Each column consists of ten horizontal lines, representing a list of case records. At the bottom of the main area, there are two input fields: "NEXT TRAN:" and "PARMS:". Below the main display area is a navigation bar with several buttons: "CLRC", "PA Letters", "QA Navigation", "Data Exchange", "WebAppAcc", "Intake Specialist", and "FS Denial Date". At the very bottom of the window is a status bar with the following information: "S1", "Ready...", "205.176.250.66", "FLAS4584" with a lock icon, "17:07:01 5/8/2012", "NUM", "00:16:54", and "07, 0...".



FLORIDA INDIVIDUAL SECURITY INFORMATION FORM

Identifying Information:

1. _____ 2. _____ 3. _____ 4. Mr. MS. MRS.
 Last Name First Name MI. (Circle One)

5. Social Security Number: _____ 6. Position Title: _____ 7. UCB: Yes _____ No

8. Agency/Business: _____ 9. Contracted with: NA 10. Access to Federal Tax Information YES _____ NO

10a. Access to SAVE YES _____ NO 10b. Access to AMS YES _____ NO 10c. AMS ROLE NA

User ID(s) Updates: Action Required: A = ADD C = CHANGE S = SUSPEND D = DELETE R = RESTORE

Action Required	11. Required	12. User ID	Worker	13. Type	Security	14. Profile Name	Security	15. Level	Profile	16. Begin Date	17. End Date
	<u>A</u>		<u>PC</u>	<u>PC</u>	<u>MEDINA</u>	<u>SD</u>	<u>SD</u>	<u>SO</u>			

Site Information:
 18. District/CSE Region: NA 19. Service-Site County No.: NA 20. Service-Site Location No.: NA

21. Suncom #: _____ 22. Area Code & Phone #: _____ 23. User E-Mail address _____

FLORIDA Administrative Structure:

24. Administrative Unit Assigned: _____ 25. Supervisory Unit Assigned: _____ 26. Primary Unit Supervisor's ID: _____

27. Caseload Number: _____ 28. Supervisors Name: _____ 29. Phone #: _____

30. Justification/Comments: INQUIRY/VIEW ONLY ACCESS TO CERTAIN FLORIDA SCREENS FOR ADDRESS VERIFICATION.

~~31. The employee has completed the DCF Security Awareness Training (100W) and the DCF Security Awareness Recertification Training (100BW)~~

31. _____ 32. _____
 Signature of Requester DATE Signature of Administrator or Next Level Supervisor DATE

33. _____ 34. _____
 Signature of District/Region Security Officer DATE Signature of HQTR Security Officer DATE

35. NA _____
 Signature of OPA/Program Administrator DATE



Instructions

The completion of the following items are required for all **ADD/RESTORE** requests:

#'s 1, 2, 5, 6, 7, 8, 9, 10, 10a, 11, 13, 14, 15, 16, 18, 19, 20, 30, 31, and 32. (Items 24 thru 29 may be required by the individual region security officer). Item 12 is required for a restore.

The completion of the following items are required for all **CHANGE** requests:

#'s 1, 2, 5, 11, 12, 31, 32, and the items needing to be changed.

The completion of the following items are required for all **SUSPEND** requests:

#'s 1, 2, 5, 11, 12, 17, 31, and 32.

The completion of the following items are required for all **DELETE** requests:

#'s 1, 2, 5, 11, 12, 17, 31, and 32.

The **JUSTIFICATION/COMMENTS** section is to be used to report any additional information regarding the ID (for example, why does this person need access to FLORIDA, name change only, telephone number changes only, etc.) or to clarify information previously listed on the form. **If #10 Access to Federal Tax Information is answered YES, justification for such access must be included.**

Access to Federal Tax Information is restricted to DCF employees and then only if necessary if their duties require access for determining eligibility for, or the correct amount of, public assistance benefits.

THE FLORIDA INDIVIDUAL SECURITY INFORMATION FORM INSTRUCTIONS

The following information is needed for all personnel who request access to the FLORIDA Application. Below is a description of the information necessary for the FLORIDA Individual Security Information Form.

1. **LAST NAME:** The User's last name (max 15 characters).
2. **FIRST NAME:** The User's first name (max 15 characters).
3. **MIDDLE INITIAL:** The User's middle name - optional.
4. **PREFIX:** The User's prefix. Example MR, MRS, MS (max 4 characters) optional
5. **SOCIAL SECURITY NUMBER:** The User's social security numbers (max 9 characters).
6. **POSITION TITLE:** The User's position title (Clerk Typist, Receptionist, and Public Assistance Specialist).
7. **UCB:** Indicates if individual requires access to the Agency For Workforce Innovation System.
8. **AGENCY/BUSINESS:** The agency or business the User is employed by.
9. **CONTRACTED WITH:** List the Agency the User is contracted with (DCF, DOR, AHCA, etc.).
10. **ACCESS TO FEDERAL TAX INFORMATION:** Indicates if individual requires access to Federal Tax Information.
- 10a. **ACCESS TO SAVE:** Indicates if individual requires access to US Citizenship and Immigration Services.
- 10b. **ACCESS TO AMS:** Indicates if individual requires access to AMS.
- 10c. **AMS ROLE:** The AMS Roles controls the user access. The roles listed below can be assigned.
 - Administrator
 - Call Center Administrator
 - Call Center Agent
 - Case Maintenance ESSS
 - Case Processor
 - Change ESSS
 - Child In Care ESSS
 - Clerk / Receptionist
 - Inquiry Only / Help Desk
 - Intake Specialist
 - Interview Clerk

- Program Office
- Regional Security Officer
- Statewide Security Officer
- Transfer Coordinator
- Unit Supervisor
- Unit Supervisor Inquiry Only access to RR
- Universal

11. **ACTION REQUIRED:** Indicate the action needed for each User ID.
A = ADD, C = CHANGE, D = Delete, S = Suspend, R = RESUME.

12. **USER ID:** This is the RACF User ID. The User ID will be assigned by ISCO.

13. **WORKER TYPE:** Indicates the types of access the worker will have in the system:
- PY for Confidential Caseload Personnel, i.e.: Child in Care and employee clients.
 - P for Public Assistance
 - PD for Public Assistance District Change Worker
 - PS for Public Assistance Service Site Change Workers
 - C for Child Support Enforcement
 - PC for Confidential Caseload Personnel – can work on cases statewide
 - PT for Statewide Worker
 - PM for Public Assistance District Change Worker – allows access to disability screens

NOTE: PC and PT can only be assigned by the State Security officer in Headquarters.

WHO SHOULD HAVE THE PS AND PD WORKER TYPES?

The PS and PD worker types have the ability to cross validation lines for either a service center or an entire district. For this reason, these worker types must remain tightly restrictive and should only be assigned on an extremely limited basis, in accordance with the following:

- Out posted staff (primarily hospital based)
- Medicaid Eligibility File Coordinators and/or
- Change workers

SECURITY PROCEDURES FOR ASSIGNING THE PS AND PD WORKER TYPES

- **PS (Service Site):** The Individual Security Information form (CF FORM 113) must be signed by the Operations Program Administrator (OPA) for the service site.
- **PD (District):** The Economic Services Program Administrator must sign the Individual Security Information Form (CF FORM 113).

14. **SECURITY PROFILE NAME:** The PROFILE assignment controls, which screen what a user can access. Please refer to Attachment A – User Profiles and Their Security Levels

15. **SECURITY LEVEL:** The Security Level is used in conjunction with the Administrative Structure and the Security Profile to specify user access. Refer to Attachment A, USER

PROFILES AND THEIR SECURITY LEVELS, for the levels that can be assigned to Profile Names. The security levels that are assigned to each Profile Name will be adhered to at all times.

- 10 for Clerical
- 50 for Workers
- 75 for Supervisors
- 80 for Coordinators
- 98 for Administrators and BR Staff
- 99 for State/District Personnel and Security Coordinators

16. PROFILE BEGIN DATE: Enter the date the profile should become active.

17. PROFILE END DATE: Enter the date the profile should be deactivated.

18. DISTRICT/CSE REGION: Enter your district/region number (01 - 15), Region 23 (Suncoast Region), 90 for Headquarters Personnel,.

19. SERVICE-SITE COUNTY No.: Enter the County where the user is physically located. Valid entries are 01 - 67. (Max 2 characters)

20. SERVICE-SITE LOCATION NO.: Enter the Service-Site Number for the building the user is physically located. (Max 3 characters) **NOTE:** The Service-site county and the Service-site location must be a valid entry in the Service Site Table, TCTY.

21. SUNCOM #: The user's SUNCOM telephone number (max 3 characters)

22. AREA CODE and PHONE #: The user's area code (max 3 characters) and the local telephone number, (max 7 characters). Include the telephone extension number when applicable, (Maximum 5 characters).

23. User E-Mail address: Enter the users E-Mail address

24. ADMINISTRATIVE UNIT ASSIGNED: Enter the Administrative unit the user is assigned to. (Max 5 characters)

25. SUPERVISORY UNIT ASSIGNED: Enter the supervisory unit the user is assigned to (Max 5 characters).

26. PRIMARY UNIT SUPERVISOR'S ID: Enter the ID of the user's primary unit supervisor. (Max 7 characters).

27. CASELOAD NUMBER: Enter the user's caseload number. (Max 6 characters)

28. SUPERVISOR'S NAME: Enter the NAME of the user's primary supervisor

29. PHONE #: Enter the PHONE # of the primary supervisor (Max 7 characters). Include the telephone extension when applicable (Max 5 characters).

30. JUSTIFICATION/COMMENTS: Use this field to clarify changes, to explain why a nontraditional (non-public assistance, PI, or CSR workers) user requires access to the FLORIDA System.

31. SIGNATURE OF REQUESTER AND DATE: The signature and date of the requester/supervisor is required.

32. SIGNATURE OF ADMINISTRATOR OR NEXT LEVEL SUPERVISOR DATE: The Administrator or next level Supervisor must review this form prior to signing and dating.

33. SIGNATURE OF DISTRICT SECURITY OFFICER: The Security Officer will sign when the user information has been entered into the FLORIDA Application.

34. SIGNATURE OF HQTR SECURITY OFFICER:

35. SIGNATURE OF OPA/PROGRAM ADMINISTRATOR: If the WORKER TYPE is "PS" then OPA/POA's signature is required. If the WORKER TYPE is "PD" the Program Administrator's signature is required.



SECURITY AGREEMENT FORM

The Department of Children and Families has authorized you:

Employee's or Contractor's Name/Organization

to have access to sensitive data using computer-related media (e.g., printed reports, microfiche, system inquiry, on-line update, or any magnetic media).

Computer crimes are a violation of the department's Standards of Conduct. In addition to departmental discipline, committing computer crimes may result in Federal or State felony criminal charges.

I understand that a security violation may result in criminal prosecution according to the provisions of Federal and State statutes and may also result in disciplinary action against me according to the department's Standards of Conduct in the Employee Handbook.

By my signature below, I acknowledge that I have received, read, understand and agree to be bound by the following:

- The Computer Related Crimes Act, Chapter 815, F.S.
- Sections 7213, 7213A, and 7431 of the Internal Revenue Code, which provide civil and criminal penalties for unauthorized inspection or disclosure of Federal tax data.
- 6103(l)(7) of the Internal Revenue Code, which provides confidentiality and disclosure of returns and return information.
- CFOP 50-2.
- It is the policy of the Department of Children and Families that no contract employee shall have access to IRS tax information or FDLE information, unless approved in writing, by name and position to access specified information, as authorized by regulation and/or statute.
- It is the policy of the Department of Children and Families that I do not disclose personal passwords.
- It is the policy of the Department of Children and Families that I do not obtain information for my own or another person's personal use.
- I will only access or view information or data for which I am authorized and have a legitimate business reason to see when performing my duties. I shall maintain the integrity of all confidential and sensitive information accessed.
- "Casual viewing" of employee or client data, even data that is not confidential or otherwise exempt from disclosure as a public record, constitutes misuse of access and is not acceptable.
- The Department of Children and Families will perform regular database queries to identify misuse of access.
- Chapter 119.0712, Florida Statutes, and the Driver Privacy Protection Act (DPPA).

PRIVACY ACT STATEMENT: Disclosure of your social security number is voluntary, but must be provided in order to gain access to department systems. It is requested, however, pursuant to Section 282.318, Florida Statutes, the Security of Data and Information Technology Resources Act. The Department requests social security numbers to ensure secure access to data systems, prevent unauthorized access to confidential and sensitive information collected and stored by the Department, and provide a unique identifier in our systems.

Print Employee/Contractor Name

Signature of Employee/Contractor

Date

Print Supervisor Name

Signature of Supervisor

Date

CHAPTER 815: COMPUTER-RELATED CRIMES

815.01 Short title. The provisions of this act shall be known and may be cited as the "Florida Computer Crimes Act."
(History: s. 1, ch. 78-92.)

815.02 Legislative intent. The Legislature finds and declares that:

- (1) Computer-related crime is a growing problem in government as well as in the private sector.
 - (2) Computer-related crime occurs at great cost to the public since losses for each incident of computer crime tend to be far greater than the losses associated with each incident of other white collar crime.
 - (3) The opportunities for computer-related crimes in financial institutions, government programs, government records, and other business enterprises through the introduction of fraudulent records into a computer system, the unauthorized use of computer facilities, the alteration or destruction of computerized information or files, and the stealing of financial instruments, data, and other assets are great.
 - (4) While various forms of computer crime might possibly be the subject of criminal charges based on other provisions of law, it is appropriate and desirable that a supplemental and additional statute be provided which proscribes various forms of computer abuse.
- (History: s. 1, ch. 78-92.)

815.03 Definitions. As used in this chapter, unless the context clearly indicates otherwise:

- (1) "Access" means to approach, instruct, communicate with, store data in, retrieve data from, or otherwise make use of any resources of a computer, computer system, or computer network.
 - (2) "Computer" means an internally programmed, automatic device that performs data processing.
 - (3) "Computer contaminant" means any set of computer instructions designed to modify, damage, destroy, record, or transmit information within a computer, computer system, or computer network without the intent or permission of the owner of the information. The term includes, but is not limited to, a group of computer instructions commonly called viruses or worms which are self-replicating or self-propagating and which are designed to contaminant other computer programs or computer data; consume computer resources; modify, destroy, record, or transmit data; or in some other fashion usurp the normal operation of the computer, computer system, or computer network.
 - (4) "Computer network" means any system that provides communications between one or more computer systems and its input or output devices, including, but not limited to, display terminals and printers that are connected by telecommunication facilities.
 - (5) "Computer program or computer software" means a set of instructions or statements and related data which, when executed in actual or modified form, cause a computer, computer system, or computer network to perform specified functions.
 - (6) "Computer services" include, but are not limited to, computer time; data processing or storage functions; or other uses of a computer, computer system, or computer network.
 - (7) "Computer system" means a device or collection of devices, including support devices, one or more of which contain computer programs, electronic instructions, or input data and output data, and which perform functions, including, but not limited to, logic, arithmetic, data storage, retrieval, communication, or control. The term does not include calculators that are not programmable and that are not capable of being used in conjunction with external files.
 - (8) "Data" means a representation of information, knowledge, facts, concepts, computer software, computer programs, or instructions. Data may be in any form, in storage media or stored in the memory of the computer, or in transit or presented on a display device.
 - (9) "Financial instrument" means any check, draft, money order, certificate of deposit, letter of credit, bill of exchange, credit card, or marketable security.
 - (10) "Intellectual property" means data, including programs.
 - (11) "Property" means anything of value as defined in [Footnote 1] s. 812.011 and includes, but is not limited to, financial instruments, information, including electronically produced data and computer software and programs in either machine-readable or human-readable form, and any other tangible or intangible item of value.
- (History: s. 1, ch. 78-92; s. 9, ch. 2001-54.) ([Footnote 1] Note: Repealed by s. 16, ch. 77-342.)

815.04 Offenses against intellectual property; public records exemption.

- (1) Whoever willfully, knowingly, and without authorization modifies data, programs, or supporting documentation residing or existing internal or external to a computer, computer system, or computer network commits an offense against intellectual property.
 - (2) Whoever willfully, knowingly, and without authorization destroys data, programs, or supporting documentation residing or existing internal or external to a computer, computer system, or computer network commits an offense against intellectual property.
 - (3) (a) Data, programs, or supporting documentation which is a trade secret as defined in s. 812.081 which resides or exists internal or external to a computer, computer system, or computer network which is held by an agency as defined in chapter 119 is confidential and exempt from the provisions of s. 119.07(1) and s. 24(a), Art. I of the State Constitution. (b) Whoever willfully, knowingly, and without authorization discloses or takes data, programs, or supporting documentation which is a trade secret as defined in s. 812.081 or is confidential as provided by law residing or existing internal or external to a computer, computer system, or computer network commits an offense against intellectual property.
 - (4) (a) Except as otherwise provided in this subsection, an offense against intellectual property is a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084. (b) If the offense is committed for the purpose of devising or executing any scheme or artifice to defraud or to obtain any property, then the offender is guilty of a felony of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.
- (History: s. 1, ch. 78-92; s. 1, ch. 94-100; s. 431, ch. 96-406.)

815.045 Trade secret information. The Legislature finds that it is a public necessity that trade secret information as defined in s. 812.081, and as provided for in s. 815.04(3), be expressly made confidential and exempt from the public records law because it is a felony to disclose such records. Due to the legal uncertainty as to whether a public employee would be protected from a felony conviction if otherwise complying with chapter 119, and with s. 24(a), Art. I of the State Constitution, it is imperative that a public records exemption be created. The Legislature in making disclosure of trade secrets a crime has clearly established the importance attached to trade secret protection. Disclosing trade secrets in an agency's possession would negatively impact the business interests of those providing an agency such trade secrets by damaging them in the marketplace, and those entities and individuals disclosing such trade secrets would hesitate to cooperate with that agency, which would impair the effective and efficient administration of governmental functions. Thus, the public and private harm in disclosing trade secrets significantly outweighs any public benefit derived from disclosure, and the public's ability to scrutinize and monitor agency action is not diminished by nondisclosure of trade secrets. (History: s. 2, ch. 94-100.) (Note: Former s. 119.165)

815.06 Offenses against computer users.

- (1) Whoever willfully, knowingly, and without authorization: (a) Accesses or causes to be accessed any computer, computer system, or computer network; (b) Disrupts or denies or causes the denial of computer system services to an authorized user of such computer system

services, which, in whole or part, is owned by, under contract to, or operated for, on behalf of, or in conjunction with another; (c) Destroys, takes, injures, or damages equipment or supplies used or intended to be used in a computer, computer system, or computer network; (d) Destroys, injures, or damages any computer, computer system, or computer network; or (e) Introduces any computer contaminant into any computer, computer system, or computer network, commits an offense against computer users.

(2) (a) Except as provided in paragraphs (b) and (c), whoever violates subsection (1) commits a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084. (b) Whoever violates subsection (1) and: 1. Damages a computer, computer equipment, computer supplies, a computer system, or a computer network, and the monetary damage or loss incurred as a result of the violation is \$5,000 or greater; 2. Commits the offense for the purpose of devising or executing any scheme or artifice to defraud or obtain property; or 3. Interrupts or impairs a governmental operation or public communication, transportation, or supply of water, gas, or other public service, commits a felony of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084. (c) Whoever violates subsection (1) and the violation endangers human life commits a felony of the first degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

(3) Whoever willfully, knowingly, and without authorization modifies equipment or supplies used or intended to be used in a computer, computer system, or computer network commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083.

(4) (a) In addition to any other civil remedy available, the owner or lessee of the computer, computer system, computer network, computer program, computer equipment, computer supplies, or computer data may bring a civil action against any person convicted under this section for compensatory damages. (b) In any action brought under this subsection, the court may award reasonable attorney fees to the prevailing party.

(5) Any computer, computer system, computer network, computer software, or computer data owned by a defendant which is used during the commission of any violation of this section or any computer owned by the defendant which is used as a repository for the storage of software or data obtained in violation of this section is subject to forfeiture as provided under ss. 932.701 – 932.704.

(6) This section does not apply to any person who accesses his or her employer's computer system, computer network, computer program, or computer data when acting within the scope of his or her lawful employment.

(7) For purposes of bringing a civil or criminal action under this section, a person who causes, by any means, the access to a computer, computer system, or computer network in one jurisdiction from another jurisdiction is deemed to have personally accessed the computer, computer system, or computer network in both jurisdictions.

(History: s. 1, ch. 78-92; s. 11, ch. 2001-54.)

815.07 This chapter not exclusive. The provisions of this chapter shall not be construed to preclude the applicability of any other provision of the criminal law of this state which presently applies or may in the future apply to any transaction which violates this chapter, unless such provision is inconsistent with the terms of this chapter. (History: s. 1, ch. 78-92.)

SECTION 7213 – UNAUTHORIZED DISCLOSURE OF INFORMATION

(a) RETURNS AND RETURN INFORMATION -

(1) **FEDERAL EMPLOYEES AND OTHER PERSONS** – It shall be unlawful for any officer or employee of the United States or any person described in section 6103(n) (or an officer or employee of any such person), or any former officer or employee, willfully to disclose to any person, except as authorized in this title, any return or return information [as defined in section 6103(b)]. Any violation of this paragraph shall be a felony punishable upon conviction by a fine in any amount not exceeding \$5,000, or imprisonment of not more than 5 years, or both, together with the costs of prosecution, and if such offense is committed by any officer or employee of the United States, he shall, in addition to any other punishment, be dismissed from office or discharged from employment upon conviction for such offense.

(2) **STATE AND OTHER EMPLOYEES** – It shall be unlawful for any person [not described in paragraph (1)] willfully to disclose to any person, except as authorized in this title, any return or return information [as defined in section 6103(b)] acquired by him or another person under subsection (d), (1)(3)(B)(i), (1)(6), (7), (8), (9), (10), (12), (15) or (16) or (m)(2), (4), (5), (6), or (7) of section 6103. Any violation of this paragraph shall be a felony punishable by a fine in any amount not exceeding \$5,000, or imprisonment of not more than 5 years, or both, together with the cost of prosecution.

(3) **OTHER PERSONS** – It shall be unlawful for any person to whom any return or return information [as defined in section 6103(b)] is disclosed in an manner unauthorized by this title thereafter willfully to print or publish in any manner not provided by law any such return or return information. Any violation of this paragraph shall be a felony punishable by a fine in any amount not exceeding \$5,000, or imprisonment of not more than 5 years, or both, together with the cost of prosecution.

(4) **SOLICITATION** – It shall be unlawful for any person willfully to offer any item of material value in exchange for any return or return information [as defined in 6103(b)] and to receive as a result of such solicitation any such return or return information. Any violation of this paragraph shall be a felony punishable by a fine in any amount not exceeding \$5,000, or imprisonment of not more than 5 years, or both, together with the cost of prosecution.

(5) **SHAREHOLDERS** – It shall be unlawful for any person to whom return or return information [as defined in 6103(b)] is disclosed pursuant to the provisions of 6103(e)(1)(D)(iii) willfully to disclose such return or return information in any manner not provided by law. Any violation of this paragraph shall be a felony punishable by a fine in any amount not exceeding \$5,000, or imprisonment of not more than 5 years, or both, together with the cost of prosecution.

SECTION 7213A – UNAUTHORIZED INSPECTION OF RETURNS OR RETURN INFORMATION

(a) PROHIBITIONS -

(1) **FEDERAL EMPLOYEES AND OTHER PERSONS** – It shall be unlawful for-

(A) any officer or employee of the United States, or

(B) any person described in section 6103(n) or an officer willfully to inspect, except as authorized in this title, any return or return information.

(2) **STATE AND OTHER EMPLOYEES** – It shall be unlawful for any person [not described in paragraph (1)] willfully to inspect, except as authorized by this title, any return information acquired by such person or another person under a provision of section 6103 referred to in section 7213(a)(2).

(b) PENALTY -

(1) **IN GENERAL** – Any violation of subsection (a) shall be punishable upon conviction by a fine in any amount not exceeding \$1000, or imprisonment of not more than 1 year, or both, together with the costs of prosecution.

(2) **FEDERAL OFFICERS OR EMPLOYEES** – An officer or employee of the United States who is convicted of any violation of subsection (a) shall, in addition to any other punishment, be dismissed from office or discharged from employment.

(c) **DEFINITIONS** – For purposes of this section, the terms "inspect", "return", and "return information" have respective meanings given such terms by section 6103(b).

SECTION 7431 – CIVIL DAMAGES FOR UNAUTHORIZED DISCLOSURE OF RETURNS AND RETURN INFORMATION
(a) IN GENERAL –

(1) **INSPECTION OR DISCLOSURE BY EMPLOYEE OF UNITED STATES** – If any officer or employee of the United States knowingly, or by reason of negligence, inspects or discloses any return or return information with respect to a taxpayer in violation of any provision of section 6103, such taxpayer may bring a civil action for damages against the United States in a district court of the United States.

(2) **INSPECTION OR DISCLOSURE BY A PERSON WHO IS NOT AN EMPLOYEE OF THE UNITED STATES** – If any person who is not an officer or employee of the United States knowingly, or by reason of negligence, inspects or discloses any return or return information with respect to a taxpayer in violation of any provision of section 6103, such taxpayer may bring a civil action for damages against such person in a district court of the United States.

(b) **EXCEPTIONS** – No liability shall arise under this section with respect to any inspection or disclosure -

(1) which results from good faith, but erroneous, interpretation of section 6103, or

(2) which is requested by the taxpayer.

(c) **DAMAGES** – In any action brought under subsection (a), upon a finding of liability on the part of the defendant, the defendant shall be liable to the plaintiff in an amount equal to the sum of-

(1) the greater of -

(A) \$1,000 for each act of unauthorized inspection or disclosure of a return or return information with respect to which such defendant is found liable, or

(B) the sum of:

(i) the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure, plus

(ii) in the case of a willful inspection or disclosure or an inspection or disclosure which is the result of gross negligence, punitive damages, plus

(2) the cost of the action.

(d) **PERIOD FOR BRINGING ACTION** – Notwithstanding any other provision of law, an action to enforce any liability created under this section may be brought, without regard to the amount in controversy, at any time within 2 years after the date of discovery by the plaintiff of the unauthorized inspection or disclosure.

SECTION 6103 – CONFIDENTIALITY AND DISCLOSURE OF RETURNS AND RETURN INFORMATION

(I) DISCLOSURE OF RETURNS AND RETURN INFORMATION FOR PURPOSES OTHER THAN TAX ADMINISTRATION

(7) Disclosure of return information to Federal, State, and local agencies administering certain programs under the Social Security Act, the Food Stamp Act of 1977, or title 38, United States Code, or certain housing assistance programs

(A) Return information from Social Security Administration – The Commissioner of Social Security shall, upon written request, disclose return information from returns with respect to net earnings from self-employment (as defined in section 1402), wages (as defined in section 3121 (a) or 3401 (a)), and payments of retirement income, which have been disclosed to the Social Security Administration as provided by paragraph (1) or (5) of this subsection, to any Federal, State, or local agency administering a program listed in subparagraph (D).

(B) Return information from Internal Revenue Service – The Secretary shall, upon written request, disclose current return information from returns with respect to unearned income from the Internal Revenue Service files to any Federal, State, or local agency administering a program listed in subparagraph (D).

(C) Restriction on disclosure – The Commissioner of Social Security and the Secretary shall disclose return information under subparagraphs (A) and (B) only for purposes of, and to the extent necessary in, determining eligibility for, or the correct amount of, benefits under a program listed in subparagraph (D).

(D) Programs to which rule applies – The programs to which this paragraph applies are:

(i) a State program funded under part A of title IV of the Social Security Act;

(ii) medical assistance provided under a State plan approved under title XIX of the Social Security Act or subsidies provided under section 1860D–14 of such Act;

(iii) supplemental security income benefits provided under title XVI of the Social Security Act, and federally administered supplementary payments of the type described in section 1616(a) of such Act (including payments pursuant to an agreement entered into under section 212(a) of Public Law 93–66);

(iv) any benefits provided under a State plan approved under title I, X, XIV, or XVI of the Social Security Act (as those titles apply to Puerto Rico, Guam, and the Virgin Islands);

(v) unemployment compensation provided under a State law described in section 3304 of this title;

(vi) assistance provided under the Food Stamp Act of 1977;

(vii) State-administered supplementary payments of the type described in section 1616(a) of the Social Security Act (including payments pursuant to an agreement entered into under section 212(a) of Public Law 93–66);

(viii)

(I) any needs-based pension provided under chapter 15 of title 38, United States Code, or under any other law administered by the Secretary of Veterans Affairs;

(II) parents' dependency and indemnity compensation provided under section 1315 of title 38, United States Code;

(III) health-care services furnished under section 1710(a)(1)(I), 1710(a)(2), 1710(b), and 1712(a)(2)(B) of such title; and

(IV) compensation paid under chapter 11 of title 38, United States Code, at the 100 percent rate based solely on unemployability and without regard to the fact that the disability or disabilities are not rated as 100 percent disabling under the rating schedule; and

(ix) any housing assistance program administered by the Department of Housing and Urban Development that involves initial and periodic review of an applicant's or participant's income, except that return information may be disclosed under this clause only on written request by the Secretary of Housing and Urban Development and only for use by officers and employees of the Department of Housing and Urban Development with respect to applicants for and participants in such programs.

Only return information from returns with respect to net earnings from self-employment and wages may be disclosed under this paragraph for use with respect to any program described in clause (viii)(IV). Clause (viii) shall not apply after September 30, 2008.

DRIVER PRIVACY PROTECTION ACT (DPPA)

Under state law, motor vehicle, driver license, and vehicular crash records are subject to public disclosure. The Driver Privacy Protection Act (DPPA) keeps your personal information private by limiting who has access to the information. (<http://www.flhsmv.gov/ddl/DPPAInfo.html>)

119.0712 Executive branch agency-specific exemptions from inspection or copying of public records.

(2) DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES.

(a) Personal information contained in a motor vehicle record that identifies an individual is confidential and exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution except as provided in this subsection. Personal information includes, but is not limited to, an individual's social security number, driver identification number or identification card number, name, address, telephone number, medical or disability information, and emergency contact information. For purposes of this subsection, personal information does not include information relating to vehicular crashes, driving violations, and driver's status. For purposes of this subsection, the term "motor vehicle record" means any record that pertains to a motor vehicle operator's permit, motor vehicle title, motor vehicle registration, or identification card issued by the Department of Highway Safety and Motor Vehicles.

(b) Personal information contained in motor vehicle records made confidential and exempt by this subsection may be released by the department for any of the following uses:

1. For use in connection with matters of motor vehicle or driver safety and theft; motor vehicle emissions; motor vehicle product alterations, recalls, or advisories; performance monitoring of motor vehicles and dealers by motor vehicle manufacturers; and removal of nonowner records from the original owner records of motor vehicle manufacturers, to carry out the purposes of Titles I and IV of the Anti Car Theft Act of 1992, the Automobile Information Disclosure Act (15 U.S.C. ss. 1231 et seq.), the Clean Air Act (42 U.S.C. ss. 7401 et seq.), and chapters 301, 305, and 321-331 of Title 49, United States Code.
2. For use by any government agency, including any court or law enforcement agency, in carrying out its functions, or any private person or entity acting on behalf of a federal, state, or local agency in carrying out its functions.
3. For use in connection with matters of motor vehicle or driver safety and theft; motor vehicle emissions; motor vehicle product alterations, recalls, or advisories; performance monitoring of motor vehicles, motor vehicle parts, and dealers; motor vehicle market research activities, including survey research; and removal of nonowner records from the original owner records of motor vehicle manufacturers.
4. For use in the normal course of business by a legitimate business or its agents, employees, or contractors, but only:
 - a. To verify the accuracy of personal information submitted by the individual to the business or its agents, employees, or contractors; and
 - b. If such information as so submitted is not correct or is no longer correct, to obtain the correct information, but only for the purposes of preventing fraud by, pursuing legal remedies against, or recovering on a debt or security interest against, the individual.
5. For use in connection with any civil, criminal, administrative, or arbitral proceeding in any court or agency or before any self-regulatory body for:
 - a. Service of process by any certified process server, special process server, or other person authorized to serve process in this state.
 - b. Investigation in anticipation of litigation by an attorney licensed to practice law in this state or the agent of the attorney; however, the information may not be used for mass commercial solicitation of clients for litigation against motor vehicle dealers.
 - c. Investigation by any person in connection with any filed proceeding; however, the information may not be used for mass commercial solicitation of clients for litigation against motor vehicle dealers.
 - d. Execution or enforcement of judgments and orders.
 - e. Compliance with an order of any court.
6. For use in research activities and for use in producing statistical reports, so long as the personal information is not published, redisclosed, or used to contact individuals.
7. For use by any insurer or insurance support organization, or by a self-insured entity, or its agents, employees, or contractors, in connection with claims investigation activities, anti-fraud activities, rating, or underwriting.
8. For use in providing notice to the owners of towed or impounded vehicles.
9. For use by any licensed private investigative agency or licensed security service for any purpose permitted under this subsection. Personal information obtained based on an exempt driver's record may not be provided to a client who cannot demonstrate a need based on a police report, court order, or business or personal relationship with the subject of the investigation.
10. For use by an employer or its agent or insurer to obtain or verify information relating to a holder of a commercial driver's license that is required under 49 U.S.C. ss. 31301 et seq.
11. For use in connection with the operation of private toll transportation facilities.
12. For bulk distribution for surveys, marketing, or solicitations when the department has obtained the express consent of the person to whom such personal information pertains.
13. For any use if the requesting person demonstrates that he or she has obtained the written consent of the person who is the subject of the motor vehicle record.
14. For any other use specifically authorized by state law, if such use is related to the operation of a motor vehicle or public safety.
15. For any other use if the person to whom the information pertains has given express consent in a format prescribed by the department. Such consent shall remain in effect until it is revoked by the person on a form prescribed by the department.

(c) Notwithstanding paragraph (b), without the express consent of the person to whom such information applies, the following information contained in motor vehicle records may only be released as specified in this paragraph:

1. Social security numbers may be released only as provided in subparagraphs (b)2., 5., 7., and 10.
2. An individual's photograph or image may be released only as provided in s. 322.142.
3. Medical disability information may be released only as provided in ss. 322.125 and 322.126.
4. Emergency contact information may be released only to law enforcement agencies for purposes of contacting those listed in the event of an emergency.

(d) The restrictions on disclosure of personal information provided by this subsection shall not in any way affect the use of organ donation information on individual driver licenses or affect the administration of organ donation initiatives in this state.

(e)1. Personal information made confidential and exempt may be disclosed by the Department of Highway Safety and Motor Vehicles to an individual, firm, corporation, or similar business entity whose primary business interest is to resell or redisclose the personal information to persons who are authorized to receive such information. Prior to the department's disclosure of personal information, such individual, firm, corporation, or similar business entity must first enter into a contract with the department regarding the care, custody, and control of the personal information to ensure compliance with the federal Driver's Privacy Protection Act of 1994 and applicable state laws.

2. An authorized recipient of personal information contained in a motor vehicle record, except a recipient under subparagraph (b)12., may contract with the Department of Highway Safety and Motor Vehicles to resell or redisclose the information for any use permitted under this section. However, only authorized recipients of personal information under subparagraph (b)12. may resell or redisclose personal information pursuant to subparagraph (b)12.

3. Any authorized recipient who resells or rediscloses personal information shall maintain, for a period of 5 years, records identifying each person or entity that receives the personal information and the permitted purpose for which it will be used. Such records shall be made available for inspection upon request by the department.

(f) The department may adopt rules to carry out the purposes of this subsection and the federal Driver's Privacy Protection Act of 1994, 16 U.S.C. ss. 2721 et seq. Rules adopted by the department may provide for the payment of applicable fees and, prior to the disclosure of personal information pursuant to this subsection, may require the meeting of conditions by the requesting person for the purposes of obtaining reasonable assurance concerning the identity of such requesting person, and, to the extent required, assurance that the use will be only as authorized or that the consent of the person who is the subject of the personal information has been obtained. Such conditions may include, but need not be limited to, the making and filing of a written application in such form and containing such information and certification requirements as the department requires.

(g) This subsection is subject to the Open Government Sunset Review Act in accordance with s. 119.15 and shall stand repealed October 2, 2012, unless reviewed and saved from repeal through reenactment by the Legislature



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2683

County Attorney's Report 12. 2.

BCC Regular Meeting

Action

Meeting Date: 06/07/2012

Issue: Proposed Settlement of Claim from James Autery

From: Charles V. Pepler, Deputy County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Proposed Settlement of Claim from James Autery

That the Board authorize a settlement of the claim submitted by James Autery in which the County will pay to Mr. Autery the sum of \$17,500 in exchange for a General Release and Hold Harmless Agreement in favor of Escambia County.

BACKGROUND:

On January 21, 2010, while slowing to stop at a traffic light, a County truck rear-ended the vehicle driven by James Autery. The County driver stated that his foot slipped off of the brake pedal as he was stopping and he hit the vehicle in front of him. Mr. Autery suffered neck and low-back injuries and was given a rating of 11% permanent impairment of the body as a whole by his treating chiropractic physician.

The proposed settlement is within the reasonable range of verdicts for this type of injury and property damage.

BUDGETARY IMPACT:

Funds for the proposed settlement will be paid from reserves established with the Risk Management Division upon approval by the Board.

LEGAL CONSIDERATIONS/SIGN-OFF:

Charles V. Pepler, Deputy County Attorney, will prepare all documents necessary for settlement.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

The County Attorney's Office will work with Risk Management to process the settlement documents upon approval by the Board.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2644

County Attorney's Report 12. 3.

BCC Regular Meeting

Action

Meeting Date: 06/07/2012

Issue: Repealing Certain Septic Tank Regulations Pursuant to HB 1263 (2012)

From: Ryan E. Ross, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Repealing Certain Septic Tank Regulations Pursuant to HB 1263 (2012)

That the Board authorize the scheduling of a Public Hearing for June 28, 2012, at 5:33 p.m., for consideration of adopting an Ordinance repealing certain septic tank regulations pursuant to HB 1263 (2012).

BACKGROUND:

During its 2012 session, the Florida Legislature approved, and the Governor signed, House Bill 1263. House Bill 1263 prohibits counties from requiring septic tank and onsite sewage treatment system inspections at the time of a real estate sale. Escambia County had previously adopted a time-of-sale inspection requirement. This ordinance eliminates this requirement in conformance with House Bill 1263. The ordinance additionally repeals certain regulations governing aerobic treatment units that are inconsistent or redundant with the state regulations.

BUDGETARY IMPACT:

The Escambia County Health Department will reimburse the County Attorney's Office for the legal advertisement.

LEGAL CONSIDERATIONS/SIGN-OFF:

The revisions to the Ordinance were prepared by Ryan E. Ross, Assistant County Attorney, after coordination with the Escambia County Health Department.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

The revisions to the Ordinance were prepared by Ryan E. Ross, Assistant County Attorney, after coordination with the Escambia County Health Department.

Attachments

Septic Tank Ordinance Amendments (2012)

1 ~~*Aerobic treatment unit.* A sewage treatment unit which introduces air into sewage~~
2 ~~to provide aerobic biochemical stabilization within a treatment receptacle.~~

3 *Available.* As applied to an Escambia County Utilities Authority (ECUA)
4 wastewater collection main, means that the wastewater collection main exists in a public
5 easement or right-of-way abutting the property line of the establishment or residence to
6 be served; is not under a department of environmental protection moratorium; has
7 adequate permitted capacity to accept the sewage to be generated by the
8 establishment or residence; and the plumbing system of the establishment or residence
9 can be connected to the collection main.

10 *ECUA retrofit prioritized areas.* Those areas scheduled for gravity or low
11 pressure wastewater system installation in the ECUA service area whose priority is
12 identified and updated periodically by the ECUA board and incorporated by reference
13 into this division.

14 *Enforcement agency.* The Florida Health Department shall enforce all provisions
15 of this article.

16 *Lot.* That portion of a parcel of land that is within the boundaries of such parcel
17 whether such parcel is described by recorded plat, metes and bounds or any other legal
18 method.

19 *Mean high water line.* The intersection of the tidal or nontidal plane of mean high
20 water with the shore.

21 ~~*On-site sewage treatment and disposal system (OSTDS).* Any domestic sewage~~
22 ~~treatment and disposal facility, including standard subsurface systems, graywater~~
23 ~~systems, laundry wastewater systems, alternative systems or experimental systems,~~
24 ~~installed on land of the owner or on other land to which the owner or owners have the~~
25 ~~legal right to install a system.~~

26 *Person.* Includes the words owner, agent of an owner, firm, association,
27 partnership, trust, company, corporation, as well as individual.

28 *Plat.* A map or drawing depicting the division of lands and blocks, parcels, tracts
29 or sites being a complete exact representation of the subdivision; and other information
30 in compliance with all applicable sections of the state plat act and this article.

31 ~~*Sale or transfer.* Transmission of real property from one person to another by~~
32 ~~voluntary act and agreement between the seller and buyer founded on a valuable~~
33 ~~consideration. The following transfers shall be exempt from this definition:~~

1 (1) — Transfers pursuant to court order, including, but not limited to, transfers
2 ordered by a probate court in the administration of an estate, transfers pursuant
3 to a writ of execution, transfers by any foreclosure sale, transfers by a trustee in
4 bankruptcy, transfers by eminent domain and transfers resulting from a decree
5 for specific performance.
6

7 (2) — Transfers to a mortgagee by a mortgagor or successor in interest who is in
8 default; transfers to a beneficiary of a deed of trust by a trustor or successor in
9 interest who is in default; transfers by any foreclosure sale after default, in an
10 obligation secured by a mortgage; transfers by a sale under a power of sale or
11 any foreclosure sale under a decree of foreclosure after default in an obligation
12 secured by a deed of trust or secured by any other instrument containing a power
13 of sale; or transfers by a mortgagee or a beneficiary under a deed of trust who
14 has acquired the real property at a sale conducted pursuant to a power of sale
15 under a mortgage or deed of trust or a sale pursuant to a decree of foreclosure or
16 has acquired the real property by a deed in lieu of foreclosure.
17

18 (3) — Transfer by a bank, savings and loan association, mortgage banker, the
19 Federal National Mortgage Association, Government National Mortgage
20 Association, Federal Home Loan Mortgage Corporation, or other institutional
21 lender who has acquired the property through foreclosure or deed in lieu of
22 foreclosure.
23

24 (4) — Transfers of condominiums, as defined in F.S. (1993) ch. 718, or as
25 subsequently amended; cooperatives, as defined in F.S. (1993) ch. 719, or as
26 subsequently amended; and time share plans, as defined in F.S. (1993) ch. 21,
27 or as subsequently amended.
28

29 (5) — Transfers by a fiduciary in the course of the administration of a decedent's
30 estate, guardianship, conservatorship, or trust.
31

32 (6) — Transfers from one co-owner to one or more other co-owners.
33

34 (7) — Transfers made to a spouse or to a person or persons related by
35 consanguinity to one or more of the transferors.
36

37 (8) — Transfers between spouses resulting from a decree of dissolution of
38 marriage or a decree of legal separation or from a property settlement agreement
39 incidental to such a decree.
40

1 ~~(9) Transfers under F.S. (1993) ch. 197, or as subsequently amended, as a~~
2 ~~result of failure to pay property taxes.~~

3
4 ~~(10) Transfers or exchanges to or from any governmental entity.~~

5
6 ~~Seller. Owner or title holder of real property or person or entity who has authority~~
7 ~~to enter into a contract for sale of the property.~~

8 *Written corrective action.* A written statement issued to the violator of any
9 provision of this article, or his agent, identifying and specifying the violation, date and
10 time of issuance, corrective measure to be taken and date and time correction is to be
11 completed.

12 **SECTION 2.** Chapter 98, Article III, Section 98-65 of the Escambia County Code of
13 Ordinances is hereby amended as follows (words underlined are additions and words
14 stricken are deletions):

15 **Sec. 98-65. - Standards for on-site sewage treatment and disposal systems.**

16 (a) No septic tank or other on-site sewage treatment and disposal system
17 may be installed until a permit is obtained as provided in Escambia County Ordinance
18 81-10 (chapter 54, article II of this Code) from the Florida Department of Health.
19 Issuance of the permit is subject to the rules of the Florida Department of Health and
20 the following provisions:

21
22 (1) All on-site sewage disposal systems in the unincorporated areas of the
23 county shall be located laterally no less than 100 feet from the mean high water line
24 (MHW) of lakes, streams, canals or any other tidal or nontidal surface waters.

25
26 (2) The maximum allowable density where an on-site sewage disposal
27 system is utilized shall be calculated on a basis of lot size alone.

28
29 (3) The Florida Department of Health will not approve the usage of an on-site
30 sewage disposal system in an area that appears to be a wetland as defined by F.S. §
31 403.817, or where the estimated wet season high water table is determined by soil
32 conditions (such as mottling) to be at the ground surface. The applicant will be directed
33 to contact the Florida Department of Environmental Protection and the U.S. Army Corps
34 of Engineers for wetland jurisdiction determination.

35
36 ~~(4) Persons using aerobic treatment units, regardless of date installed, shall~~
37 ~~obtain an annual operating permit from the Florida Department of Health. The fee~~
38 ~~collected for this permit shall be used to perform periodic monitoring and effluent~~

1 ~~sampling of the unit. Persons operating an aerobic treatment unit shall permit~~
2 ~~department personnel right of entry to the property during normal working hours for~~
3 ~~monitoring and sampling.~~

4
5 ~~(5) a. Existing septic tanks or other on-site sewage treatment and disposal~~
6 ~~systems in both the incorporated and unincorporated areas of Escambia County, Florida~~
7 ~~south of Well Line Road and Becks Lake Road shall be inspected upon transfer or sale~~
8 ~~in compliance with an environmental analysis program, to be administered by the~~
9 ~~Florida Department of Health.~~

10
11 ~~b. Proof of compliance with the inspection requirement set forth herein shall be~~
12 ~~furnished by the seller or the transferor to the buyer or transferee prior to closing or~~
13 ~~transfer of the property on a form prepared and executed by the Florida Department of~~
14 ~~Health. Failure to provide such proof as required herein constitutes a violation of this~~
15 ~~article by the seller or transferor. The completed form shall be attached to the deed or~~
16 ~~other instrument of conveyance and shall be recorded in the public records of Escambia~~
17 ~~County, Florida. Failure to comply with the requirements set forth in this section shall~~
18 ~~not affect the validity of any transfer of deed nor the date of filing of the deed or other~~
19 ~~instrument of conveyance, nor shall acceptance for filing of any deed or other~~
20 ~~instrument be deemed an acknowledgment of compliance with the requirements of this~~
21 ~~section.~~

22
23 ~~(4) a. c. An environmental analysis program will be administered by the~~
24 ~~Florida Department of Health, Escambia County Health Department. Fees for this~~
25 ~~program shall include a surcharge on permits for onsite sewage treatment and disposal~~
26 ~~system installation and an inspection fee for inspections made upon transfer or sale of~~
27 ~~property with an onsite sewage treatment and disposal system, set annually by~~
28 ~~resolution of the board of county commissioners.~~

29
30 ~~b. d. Fees collected under this program and other allocated program~~
31 ~~resources shall be exclusively for an environmental analysis program and a citizen's~~
32 ~~financial assistance program and to administer Section 98-69 of this ordinance to be as~~
33 ~~defined annually by the Board of county commissioners in the county's annual budget.~~

34
35 ~~e. The results of the environmental analysis program will be used to~~
36 ~~define new ECUA retrofit prioritized areas and refine the prioritized areas annually.~~

37
38 **SECTION 3. SEVERABILITY.**

39
40 If any section, paragraph, sentence or clause of this Ordinance or the application
41 thereof to any person or circumstance is held void, invalid, unlawful or unconstitutional
42 by a court of competent jurisdiction, it is the intent of the Board that such section,

1 invalidity, paragraph, sentence or clause shall be deemed separate, distinct,
2 independent and severable and shall not otherwise affect application of this Ordinance
3 that can be given effect without the invalid provision or application.
4

5 **SECTION 4. INCLUSION IN THE ESCAMBIA COUNTY CODE.**
6

7 The provisions of this Ordinance shall become and be made part of the
8 Escambia County Code and the word Ordinance may be changed to section, article, or
9 other appropriate word or phrase, and the sections of this Ordinance may be
10 renumbered to accomplish such intention.

11 **SECTION 5. EFFECTIVE DATE.**

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

13 DONE AND ENACTED THIS ____ DAY OF _____, 2012.
14

15 BOARD OF COUNTY COMMISSIONERS
16 ESCAMBIA COUNTY, FLORIDA

17
18
19 BY: _____
20 Wilson B. Robertson, Chairman

21 ATTEST: ERNIE LEE MAGANA
22 Clerk to the Circuit Court

23
24 BY: _____
25 Deputy Clerk
26

27 (Seal)

28 Enacted:
29 Filed with Department of State:
30 Effective:
31
32
33