

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 – October 18, 2012 – 5:30 p.m.

Governmental Complex – First Floor

1. Call to Order.

Please turn your cell phone to the vibrate, silence, or off setting.

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 Valentino.
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 by Pensacola Habitat for Humanity, on behalf of its homeowners, of a check for payment of property taxes.
7. Proclamations.

Recommendation: That the Board adopt the Proclamation designating the month of November 2012 as "Pancreatic Cancer Awareness Month" in Escambia County, Florida.

8. Written Communication:
- A. September 3, 2012 – Communication from Howard W. Brown, Jr., on behalf of Ms. Juanita Odom, requesting that the Board consider accepting payment, in the amount of \$1,200, as settlement of a Code Enforcement Lien against property located at 800 Garnet Circle.

Recommendation: That the Board review and consider lien relief request made by Howard W. Brown, Jr., against his mother's property located at 800 Garnet Circle.

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

The County Administrator sent Howard W. Brown, Jr., a denial letter dated September 6, 2012.

- B. September 28, 2012 - Email communication from Larry Downs, Jr., Owner, Pensacola Boxing Academy, requesting to speak to the Board in regard to amateur boxing rules and the Florida State Boxing Commission's intent to implement mandatory testing for HIV and hepatitis.
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. 5:31 p.m. Public Hearing to amend the Fiscal Year 2012-2013 Budget for the purpose of recognizing prior year grants and fund balances and appropriating these funds for ongoing projects that were not completed by the end of Fiscal Year 2011-2012.

(RECOMMENDATION AND BACKUP TO BE DISTRIBUTED UNDER SEPARATE COVER)

11. 5:32 p.m. Public Hearing regarding the Fiscal Year 2012-2013 Federal Transit Administration 5307 Grant Application by ECAT for mass transit project funding.

Recommendation: That the Board take the following action concerning the Public Hearing regarding the Fiscal Year 2012-2013 Federal Transit Administration 5307 Grant Application by Escambia County Area Transit (ECAT) for mass Transit Project Funding:

- A. Cancel the Public Hearing scheduled for October 18, 2012, at 5:32 p.m.; and
- B. Authorize the scheduling and advertising of a new Public Hearing for 5:31 p.m. on Thursday, November 1, 2012, for the purpose of receiving comments concerning the Fiscal Year 2012-2013 Federal Transit Administration 5307 Grant Application by ECAT for mass transit project funding.

Federal Transit Administration (FTA) guidelines require that all applications for financial assistance from FTA be submitted after a Public Hearing is held for the purpose of receiving comments from the public concerning the Grant Program of Projects. Also, effective January 1, 1998, Grant applications, execution, and Grant administration progress reports must be submitted electronically via the Transportation Electronic Award Management (TEAM) System.

12. Committee of the Whole Recommendation.

Recommendation: The Committee of the Whole (C/W), at the C/W Workshop held October 11, 2012, recommends that the Board take the following action:

- A. Approve renaming the "Pensacola Civic Center" the "Pensacola Bay Center" and approve a blue and green color scheme, relative to Civic Center Rebranding Strategy (*Item 4*);
- B. Take the following action concerning the renaming of the Escambia County Governmental Complex (*Item 5*):
- (1) Approve renaming the Escambia County Governmental Complex in honor of the Honorable Ernie Lee Magaha, Clerk of the Circuit Court and Comptroller, in recognition of 56 years of service as the Clerk of the Court of Record and Clerk of the Circuit Court and Comptroller; and
- (2) Approve waiving the requirement (*Section I, D9.B, Naming County Facilities Policy*) so that this action can be taken prior to Mr. Magaha leaving office;
- C. Approve a two-year commitment, in the amount of \$150,000, from the \$1,266,902 previously placed in reserves (*at the September 25, 2012, Second Public Hearing on the Fiscal Year 2012-2013 Budget, the Board approved placing all of the money [85% of the difference in the preliminary and final certification amount for Medicaid, totaling \$3,800,705, divided into five Fiscal Years] into reserves*), for a FDI Aerospace Strategy Fund, as a separate funding allocation that will not be comingled with any existing agreements with the Greater Pensacola Chamber of Commerce, relative to Escambia County – (*Foreign*) Direct Investment (FDI) Aerospace Strategy Fund (*Commissioner Valentino's Add-on Item 1*); and
- D. Approve, for the purpose of providing the due notice required by Chapter 125.73, Florida Statutes, reserving the right for the Board to have a vote of termination of the County Administrator's Contract following the public evaluation on October 18, 2012, if the majority of the Board chooses to go in that direction on October 18, 2012 (*Commissioner White's Add-on Item 1*).

13. 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 five reports prepared by the Clerk of the Circuit Court and Comptroller's Finance Department:

A. Payroll Expenditures for Pay Date October 12, 2012, in the amount of \$2,271,886.24;

B. The following two Disbursement of Funds:

(1) September 27, 2012, to October 3, 2012, in the amount of \$20,489,175.15; and

(2) October 4, 2012, to October 10, 2012, in the amount of \$41,818.63;

C. Tourist Development Tax Collections Data for the August 2012 returns received in the month of September 2012; this is the 12th and final month of collection in Fiscal Year 2011-2012; total collected for the August 2012 returns was \$710,431, which is a 7.79% increase over the August 2011 returns; overall collections of \$7,159,096 for the 12 months of returns in Fiscal Year 2012 are 10.70% higher than what was collected during Fiscal Year 2011; and

D. Investment Report for the month ended September 30, 2012, as required by Ordinance 95-13; the total portfolio earnings for the month of September equaled \$111,419; the short term portfolio achieved an average yield of .23%; this yield should be compared to the benchmark of the Standard & Poor's Government Investment Pool 30 Day index yielding .07%; the core portfolio achieved an average Yield to Maturity at Cost of 1.22% and should be compared to the benchmark of the Merrill Lynch 1-5 Year Treasury Index yielding .006%; all investments included in the County's portfolio are in compliance with the County's Investment Policy.

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

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

- A. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held October 4, 2012; and
- B. Approve the Minutes of the Regular Board Meeting held October 4, 2012.

COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

1. Recommendation Concerning the Enterprise Zone Development Agency Third Quarterly Report - Keith Wilkins, REP, Community & Environment Department Director

That the Board accept, for filing with the October 18, 2012, Board's Minutes, the Information Report concerning the Enterprise Zone Development Agency (EZDA) Third Quarterly Report.

2. Recommendation Concerning CRA Meeting Minutes September 17, 2012 - Keith Wilkins, REP, Community & Environment Department Director

That the Board accept for filing with the Board's Minutes, the September 17, 2012, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Carolyn Barbour, Senior Office Support Assistant.

3. Recommendation Concerning the Scheduling of a Public Hearing to Consider the Petition to Vacate All Road Rights-of-Way in Mariner Village Subdivision - Joy D. Blackmon, P. E., Public Works Department Director

That the Board schedule a Public Hearing for November 15, 2012, at 5:33 p.m., to consider the Petition to Vacate all road rights-of-way in Mariner Village Subdivision (approximately 11.5 acres), as petitioned by U.S. National Housing Limited Partnership.

Mariner Village Subdivision is a platted 300 lot subdivision located west of the intersection of Dog Track Road and South Blue Angel Parkway. U.S. National Housing Limited Partnership (U.S. National) owns all of the lots and common areas within the boundaries of Mariner Village Subdivision. U.S. National has an agreement with the military to provide housing for military and government employees. The Final Plat of Mariner Village Subdivision was accepted by the Board on September 22, 1992, which included accepting the roads for County maintenance, but did not include accepting the stormwater drainage system, which remained private. U.S. National is requesting that the Board vacate any interest the County has in the road rights-of-way as shown on the Plat of said Mariner Village, as recorded in Plat Book 14, at Page 93, of the Public Records of Escambia County, Florida, less and except that portion of Carrier Drive located north of Block 19 and Block 20 of said subdivision.

Staff has major concerns that vacating these rights-of-way will deny or limit access through Carrier Drive and Triad Boulevard for the residents and emergency accessibility, who currently have unlimited access. U.S. National has provided a letter in which they agreed to provide accessibility to the residents of Lake Cook Estates, Emergency Management, and School Board

personnel by means of gate codes, transponders, passes, and any subsequent modifications/changes to the access system deemed necessary. They have also agreed to install a turnaround area on Triad Boulevard prior to the gate entrance and to notify all the Lake Cook Estates residents of the requested vacation by mail. Staff is asking that Board approval of this request be contingent upon the petitioner completing all the requirements, in a manner acceptable to staff, prior to final approval.

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

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

5. Recommendation Concerning the Scheduling of a Public Hearing to Consider the Petition to Vacate a Portion of Water Spray Terrace - Joy D. Blackmon, P.E., Public Works Department Director

That the Board schedule a Public Hearing for November 15, 2012, at 5:34 p.m., to consider the Petition to Vacate a portion of Water Spray Terrace (approximately 175 square feet), as petitioned by Louis F. Cook, Jr.

The Petitioner owns property located at 5810 Balderas Avenue, which is located at the northeast corner of the intersection of Balderas Avenue and Water Spray Terrace and south of Innerarity Point Road. Petitioner is requesting that the Board vacate any interest the County has in a portion of Water Spray Terrace (approximately 175 square feet). Water Spray Terrace is a County-maintained 80-foot-wide right-of-way in the Innerarity Point area. Based on information provided by the Petitioner, there is an encroachment into the right-of-way of Water Spray Terrace, which consists of a portion of an attached awning. The encroachment was discovered when the Petitioner had a survey performed relating to the sale of his property. The encroachment is semi-permanent in nature, in that it could be removed without adverse impact to the residence, but could be done only at some expense. Staff has explored other options with the Petitioner, as required by the County Rights-of-Way-Obstructions and Encroachments; Abatement and Alternatives to Abatement Policy. The County has adequate right-of-way and drainage facilities abutting the Petitioner's property, and the owner does not have any other land in the vicinity to exchange. Therefore, a vacation of the area is being considered. 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.

6. Recommendation Concerning the Donation of 200 ECAT Bus Passes for the Homeless Veteran Stand Down 2012 - Joy D. Blackmon, P.E., Public Works Department Director

That the Board authorize Escambia County Area Transit (ECAT) to donate 200 bus passes to the Gulf Coast Veteran's Advocacy Council in support of the Homeless Veteran Stand Down 2012 event.

"Stand Downs" are a part of the Department of Veterans Affairs' efforts to provide services to homeless veterans. These events provide services to homeless veterans such as food, shelter, clothing, health screenings, Veterans' Administration (VA) and Social Security benefits counseling, and referrals to a variety of other necessary services, such as housing, employment, and substance abuse treatment. These are collaborative events coordinated between local VA entities, other government agencies, and community agencies which serve the homeless.

7. Recommendation Concerning the Memorandum of Understanding between Escambia County and Hillcrest Baptist Church to Provide Emergency Volunteer Reception Center Operational Services - Michael D. Weaver, Public Safety Department Director

That the Board take the following action regarding the Memorandum of Understanding between Escambia County and Hillcrest Baptist Church to Provide Emergency Volunteer Reception Center Operational Services:

A. Approve the Memorandum of Understanding (MOU) which establishes a relationship between the two parties, defines the professional conduct, and financial and operational responsibilities with respect to the operations of a Volunteer Reception Center (VRC) that may be mobilized during times of disaster to coordinate volunteers seeking to assist the citizens of Escambia County in recovery efforts post-disaster impact; and

B. Authorize the Chairman or Vice-Chairman to execute the MOU and all related documents, as required, to implement the MOU.

8. Recommendation Concerning the Gulf Consortium Formation - Charles R. "Randy" Oliver, County Administrator

That the Board take the following action concerning the Gulf Consortium Formation:

- A. Ratify the Interlocal Agreement relating to the establishment of the Gulf Consortium;
- B. Approve the appointment of Commissioner Grover C. Robinson, IV, as Escambia County's Representative and Commissioner Gene M. Valentino as the Alternate Representative to the Gulf Consortium; and
- C. Ratify the Chairman's signature and adopt the Resolution authorizing the Gulf Consortium to act on behalf of Escambia County in implementing the RESTORE Act (Resources and Ecosystems Sustainability, Tourism, Opportunities, and Revived Economy of the Gulf Coast Act of 2011) in accordance with the Interlocal Agreement.

9. Recommendation Concerning Surplus and Disposal of Certain County Assets - Amy Lovoy, Management and Budget Services Department Director

That the Board declare surplus and approve the request for disposition of all the assets on the surplus inventory list provided. All listed assets are obsolete, non-functional, or not tangibly present.

10. Recommendation Concerning a Public Hearing Request for Adopting the Uniform Method of Collection for Non-Ad Valorem Special Assessments Resolution - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize the scheduling of a Public Hearing on December 6, 2012, at 5:31 p.m., to consider adopting a Resolution establishing its intent to use the Uniform Method of Collection for Non-Ad Valorem Special Assessments, as provided in Florida Statutes 197.3632.

11. Recommendation Concerning a Reappointment to the Human Services Appropriations Committee (HSAC) - Marilyn D. Wesley, Community Affairs Department Director

That the Board reappoint Lusharon Wiley to serve on the Human Services Appropriations Committee (HSAC), for a three-year term, effective October 1, 2012, through September 30, 2015.

12. Recommendation Concerning Renaming the Escambia County Governmental Complex - Charles R. "Randy" Oliver, County Administrator

That the Board approve waiving the Board of County Commissioners' Naming County Facilities Policy, Section 1, D9 B., to allow the renaming of the Escambia County Governmental Complex to the Ernie Lee Magaha Governmental Complex.

II. Budget/Finance Consent Agenda

1. Recommendation Concerning Commercial Sign Grant Funding Agreement for 604 North New Warrington Road - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify the following October 18, 2012, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Commercial Sign Grant Funding Agreement for the property located at 604 North New Warrington Road:

A. Approving the Commercial Sign Grant Program Funding Agreement between Escambia County CRA and Waste Knot Connections, Inc., owner of commercial property located at 604 North New Warrington Road, Pensacola, Florida, in the Brownsville Redevelopment Area, in the amount of \$693, 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), 2009 Community Development Block Grant (CDBG), Fund 129, Cost Center 220410, Object Code 58301, for replacing an existing free-standing sign and repainting the poles; and

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

2. Recommendation Concerning Residential Rehab Grant Funding and Lien Agreements for 214 Payne Road - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify the following October 18, 2012, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Funding and Lien Agreements for the property located at 214 Payne Road:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Isobel Jacobs, the owner of residential property located at 214 Payne Road, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$6,000, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, for installing new storm windows and connecting to sanitary sewer; and

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

3. Recommendation Concerning Three Off System Project Agreements Between FDOT and Escambia County, Related to the Replacement and Maintenance of Three Escambia County Bridges - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning three Off System Project Agreements between the State of Florida Department of Transportation (FDOT) and Escambia County, related to the replacement and maintenance of the west fork of Boggy Creek, Bridge No. 480106 on CR 97A, Brushy Creek Bridge, Bridge No. 484007 on Pineville Road, and an Unnamed Branch Bridge, Bridge No. 484036 on Becks Lake Road:

A. Approve the Off System Project Agreements between FDOT and Escambia County, related to the replacement and maintenance of the west fork of Boggy Creek, Bridge No. 480106 on CR 97A, Brushy Creek Bridge, Bridge No. 484007 on Pineville Road, and an Unnamed Branch Bridge, Bridge No. 484036 on Becks Lake Road; and

B. Authorize the Chairman or Vice Chairman to execute the documents.

[Funding Source: Fund 175, "Transportation Trust Fund," Accounts 210402/54601]

The following three bridges located in Escambia County, and not on the State Highway System, will be replaced by FDOT: Bridges No. 480106 on CR 97A, No. 484007 on Pineville Road, and No. 484036 on Becks Lake Road. According to FDOT criteria, these bridges have reached a level of deterioration to warrant replacement and are next on the list for FDOT's 5-Year Work Plan. The construction plans, referred to in the Agreements as "Exhibit A," are confidential documents protected by Florida Statutes 119.07(3)(a)- 119.07(3)(b), and are exempt from public inspection. Therefore, the attachments referenced in the Agreements have been intentionally excluded. Upon Board approval of the Agreements and FDOT's completion of the structures, Escambia County will be responsible for maintenance of the bridges.

4. Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 306 Southeast Kalash Road - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify the following October 18, 2012, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 306 Southeast Kalash Road:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Eunice L. George, the owner of residential property located at 306 Southeast Kalash Road, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$1,377, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, for connecting to sanitary sewer; and

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

5. Recommendation Concerning Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements for 2901 North "E" Street - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify the following October 18, 2012, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements for the property located at 2901 North "E" Street:

A. Approving the Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements for the property located at 2901 North "E" Street between Escambia County CRA and RJ Properties of NW Florida, LLC, the owner of the residential property located at 2901 North "E" Street, Pensacola, Florida, in the Englewood Redevelopment Area, each in the amount of \$8,702, representing an in-kind match through the Englewood Tax Increment Financing (TIF), Fund 151, Cost Center 220520, Object Code 58301, and/or Neighborhood Enterprise Foundation, Inc. (NEFI), 2009 Community Development Block Grant (CDBG), Fund 129, Cost Center 220410, Object Code 58301, for resurfacing a parking lot to include striping and installation of parking bumpers; and

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

6. Recommendation Concerning Neighborhood Stabilization Program Amendment #1 to the Non-Profit Developer Agreement with Loaves and Fishes Soup Kitchen, Inc. - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action concerning the Neighborhood Stabilization Program (NSP) Agreement with Loaves and Fishes Soup Kitchen, Inc. (Loaves and Fishes):

A. Approve Amendment #1 to the Non-Profit Developer Agreement with Loaves and Fishes to extend the term of the Agreement through March 6, 2013, and to increase the total project budget to \$506,643.01, to allow continuance of the program in accordance with NSP requirements; and

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

[Funding: Fund 129/NSP1, Cost Center 220502; Fund 129/NSP3, Cost Center 220507; and/or Fund 124/Affordable Housing, Cost Center 220406]

7. Recommendation Concerning the Acquisition of Property from Patches I, Inc., Located at 3517 North Market Street, for the Michael/Market Street Drainage Improvement Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action regarding the acquisition of a parcel of real property (approximately 1.69 acres) from Patches I, Inc., located at 3517 North Market Street, for the Michael/Market Street Drainage Improvement Project:

A. Authorize the purchase of a parcel of real property located at 3517 North Market Street (approximately 1.69 acres) for the appraised value \$75,000, from Patches I, Inc., 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 at 3517 North Market Street (approximately 1.69 acres); 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 352, "Local Option Sales Tax," Accounts 210107/56101/56301, Project 10EN0323, "Michael/Market Drive Project"]

The Michael Drive and Market Street area has a lengthy history of stormwater drainage issues. The County's project to alleviate some of the stormwater drainage issues, currently in design, will require acquisition of property for

stormwater retention. The vacant property located at 3517 North Market Street (approximately 1.69 acres), owned by Patches I, Inc., has been identified as a suitable location for a retention pond.

8. Recommendation Concerning the Scheduling of a Public Hearing to Consider the Vacation of Grimes Lane, on the Board's Own Motion - Joy D. Blackmon, P.E., Public Works Department Director

That the Board schedule a Public Hearing for November 15, 2012, at 5:32 p.m., to consider the vacation of Grimes Lane (approximately 0.07 acres) on the Board's own motion:

- A. Schedule a Public Hearing for November 15, 2012, at 5:32 p.m., to consider the vacation of Grimes Lane (approximately 0.07 acres); and
- B. Authorize the expenditure of funds for all costs associated with this vacation.

[Funding Source: Fund 175, "Transportation Trust Fund," Accounts 211602/54901]

Grimes Lane is a County-maintained dirt road located in the Walnut Hill Community which extends east off South Highway 99 for approximately 1,515 feet. Because the County has no dedicated or deeded right-of-way for Grimes Lane, Staff is requesting that the County vacate any interest the County has in Grimes Lane. There are only two property owners abutting Grimes Lane, each having access to their property from South Highway 99. The two abutting property owners have been contacted and have no objections to the requested vacation.

9. Recommendation Concerning the County's Acceptance of Temporary Access Easements for the Jones Creek East Stream Restoration Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the County's acceptance of Temporary Access Easements for the Jones Creek East Stream Restoration Project:

A. Authorize the Chairman or Vice Chairman to accept the Temporary Access Easements for the Jones Creek East Stream Restoration Project as of the day of delivery of the Easements to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time; and

B. Authorize the payment of incidental expenses associated with the recording of the Temporary Access Easements.

[Funds for incidental expenses associated with the recording of the Easements are available in an Engineering Escrow Account, accessed by the Escambia County Clerk's Office]

10. Recommendation Concerning Supplemental Budget Amendment #002 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #002, Community Development Block Grant (CDBG) Entitlement Fund (129) in the amount of \$175,460, to recognize the Voluntary Cleanup Tax Credit (VCTC) payment associated with ongoing environmental assessment, cleanup, and monitoring of the Brownfields site located at 603 West Romana Street (former Mosquito Control Facility), and to appropriate these funds for use in the continuing Brownfields Program.

11. Recommendation Concerning Approval of \$260,000 Purchase Order for Santa Rosa Island Authority - Amy Lovoy, Management and Budget Services Department Director

That the Board approve a Purchase Order in the amount of \$260,000, for the Santa Rosa Island Authority (SRIA) to be paid from the Debt Service Fund 203, Cost Center 110248, Account 58101.

On September 18, 2008, the Board of County Commissioners defeased the 2002 Capital Improvement Revenue Bonds. This action basically forgave the \$560,000 annual contribution the SRIA makes toward the payment of this bond until such time that the debt service reserve was exhausted. Certain bond covenants preclude the ability to amend the Interlocal Agreement that requires the SRIA to contribute this money. Therefore, the SRIA will continue to contribute these funds. This year, due to budget cuts, the County will only return \$260,000 to the Island Authority.

The SRIA will then use these funds to continue their Economic Incentive Program for commercial leaseholders on the Island.

12. Recommendation Concerning Approval to Issue Fiscal Year 2012-2013
Purchase Orders in Excess of \$50,000, for the Management and Budget
Services Department - Amy Lovoy, Management and Budget Services
Department Director

That the Board, for the Fiscal Year 2012-2013, approve the issuance of blanket and/or individual Purchase Orders in excess of \$50,000, based upon previously awarded Contracts, Contractual Agreements, or annual requirements, for the Management and Budget Services Department, as follows:

1. Northwest Florida Legal Services, Inc.

Amount: \$124,688

Vendor Number: 141832

Legal Aid

Fund 115

Cost Center: 410802

Account Code: 58201

2. Warren Averett

Amount: \$207,629

Vendor Number: 230810

Audit Services

Fund 001

Cost Center: 140201/410701

Account Code: 53101

3. SMG

Amount: \$220,500

Vendor Number: 190107

Civic Center Management Fee

Fund 409

Cost Center: 221301

Account Code: 53401

4. Florida Department of Health d/b/a Escambia County Health Department

Amount: \$345,809

Vendor Number: 051513

Health Services

Fund 001

Cost Center: 360301

Account Code: 58101

13. Recommendation Concerning Approval of the Agreement between Escambia County and Andrea Minyard, MD, District I Medical Examiner - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the Agreement between Escambia County and Andrea Minyard, MD, District I Medical Examiner:

A. Approve the Agreement between Escambia County and Andrea Minyard, MD, District I Medical Examiner, effective for one year from October 1, 2012, through September 30, 2013, in the amount of \$847,370, to be paid from the General Fund (001), Cost Center 410201;

B. Authorize the Chairman to sign the Agreement for Medical Examiner Services; and

C. Authorize the issuance of the necessary Purchase Order.

14. Recommendation Concerning Approval of the Fiscal Year 2012/2013 Miscellaneous Appropriations Agreement for Keep Pensacola Beautiful, Inc. - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning approval of the Fiscal Year 2012/2013 Miscellaneous Appropriations Agreement for Keep Pensacola Beautiful, Inc.:

A. Approve the Miscellaneous Appropriations Agreement, in the amount of \$40,000, to be paid from the Solid Waste Management Fund (401), Cost Center 230314, Account 53401;

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

C. Authorize the execution of the necessary Purchase Order.

15. Recommendation Concerning Approval of the Fiscal Year 2012/2013 Miscellaneous Appropriations Agreement for the Pensacola Area Chamber Foundation, Inc. - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning approval of the Fiscal Year 2012/2013 Miscellaneous Appropriations Agreement between Escambia County and the Pensacola Area Chamber Foundation, Inc.:

A. Approve the Miscellaneous Appropriations Agreement, in the amount of \$400,000, to be paid from the Economic Development Fund (102), Cost Center 360704, Account 58201;

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

C. Authorize the approval of the necessary Purchase Order.

16. Recommendation Concerning Approval of the Interlocal Agreement between Escambia County and the City of Pensacola - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action regarding the Interlocal Agreement between Escambia County and the City of Pensacola:

A. Approve the Interlocal Agreement Relating to the Fiscal Year 2012/2013 Funding of the Pensacola-Escambia County Promotion and Development Commission (PEDC), in the amount of \$150,000, to be paid from the Economic Development Fund (102), Cost Center 360704, for a one-year period from October 1, 2012, through September 30, 2013;

B. Authorize the Chairman to execute the Interlocal Agreement; and

C. Authorize approval of the necessary Purchase Order.

17. Recommendation Concerning Approval of the Fiscal Year 2012-2013 Purchase Order for the City of Pensacola for Funding of the Northwest Florida Regional Library - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning funding for the Northwest Florida Regional Library:

A. Approve a Purchase Order for the City of Pensacola, in the amount of \$3,152,425, to be paid from the General Fund (001), Cost Center 110201, Account 58102; and

B. Authorize the County Administrator to reduce this Purchase Order by the amount necessary to provide staffing to all the branches in the unincorporated areas of Escambia County at the same level as the branch in the City with the greatest operating hours.

18. Recommendation Concerning Approval of the Fiscal Year 2012/2013 Miscellaneous Appropriations Agreements for Outside Agencies - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning approval of the Fiscal Year 2012/2013 Miscellaneous Appropriations Agreements for Outside Agencies:

A. Approve the following Miscellaneous Appropriations Agreements to be paid from the General Fund (001), Cost Center 110201:

1. Council on Aging of West Florida, Inc. - \$38,000;
2. Escambia Community Clinics, Inc. - \$372,126;
3. Escambia County School Readiness Coalition, Inc., d/b/a Early Learning Coalition of Escambia County - \$218,500;
4. United Way of Escambia County, Inc. (211 Program) - \$33,250;
5. Pensacola's Promise, Inc., d/b/a Chain Reaction - \$19,000; and
6. Wildlife Sanctuary of Northwest Florida, Inc. - \$30,951;

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

C. Authorize the approval of the necessary Purchase Orders.

19. Recommendation Concerning Approval of the Fiscal Year 2012/2013 Miscellaneous Appropriations Agreements for Outside Agencies to Be Paid from the 4th Cent Tourist Promotion Fund - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning approval of the Fiscal Year 2012/2013 Miscellaneous Appropriations Agreements for Outside Agencies:

A. Approve the following Miscellaneous Appropriations Agreements to be paid from the 4th Cent Tourist Promotion Fund (108), Cost Center 360105:

1. Art, Culture, and Entertainment, Inc. - \$266,099; and
2. West Florida Historic Preservation, Inc. - \$70,000;

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

C. Authorize the execution of the necessary Purchase Orders.

20. Recommendation Concerning Budget Amendment #005 - Amy Lovoy, Management and Budget Services Department Director

That the Board approve Budget Amendment #005, Property Appraiser and Sheriff's Department, General Fund (001) in the amount of \$353,920, to cover a Florida Department of Revenue (FDOR) amendment to the Property Appraiser's Budget for an increase of \$125 and a reallocation of funding within the Sheriff's existing Fiscal Year 2012/2013 Budget into the proper personnel and operating accounts.

21. Recommendation Concerning Supplemental Budget Amendment #291 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #291, Law Enforcement Trust (LET) Fund (121) in the amount of \$604,668, to recognize proceeds from LET law enforcement activities with the Sheriff's Department, and to appropriate these funds for Fiscal Year 2011-2012 pending vouchers.

22. Recommendation Concerning the Second Amendment to the Payment in Lieu of Taxes Agreement with Sacred Heart Health Systems, Inc. - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the Second Amendment to and Extension of Agreement for Payment in Lieu of Taxes by and among Escambia County Board of County Commissioners and Sacred Heart Health System, Inc.:

A. Approve the Second Amendment to the Payment in Lieu of Taxes Agreement with Sacred Heart Health System, Inc., in the amount of \$2,146,068.62, which will allow Sacred Heart to make voluntary payments in lieu of taxes to Escambia County; and

B. Adopt the Resolution approving Supplemental Budget Amendment #008 in the amount of \$2,146,069, General Fund (001), to recognize the proceeds from the PILOT Agreement and to appropriate these funds in Aids to Governmental Agencies.

23. Recommendation Concerning Approval of the Miscellaneous Appropriations Agreement with the Pensacola Bay Area Chamber of Commerce, Inc., d/b/a Great Pensacola Chamber for Tourism Promotion Activities - Amy Lovoy, Management and Budget Services Department Director

That the Board approve and authorize the Chairman to sign the Miscellaneous Appropriations Agreement with the Pensacola Bay Area Chamber of Commerce, Inc., d/b/a Greater Pensacola Chamber, in the amount of \$4,138,675, for tourism promotions activities, to be administered through the Tourism Administration and Convention Committee (TACC).

[Funding Source: Fund 108, Tourism Promotion Fund, Cost Centers 360101 and 360105]

24. Recommendation Concerning the Agreement with the City of Pensacola for Interruptible Natural Gas Service - David W. Wheeler, CFM, Facilities Management Department Director

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

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

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

[Funding: Fund 001, General Fund, Cost Center 310207, Object Code 54301]

Energy Services of Pensacola (ESP) is offering this interruptible gas service rate contract for the Main Jail, Central Booking and Detention, the M.C. Blanchard Building, and Escambia County Government Complex. The rate is based on the County's volume of gas usage for these buildings, and is also based on the County's ability to utilize its own propane-air backup systems. ESP purchases long-term strips of gas at competitive pricing in order to cover the basic needs of their customers, while the balance of their gas is purchased on the daily market and is subject to some price volatility. This Agreement allows the County, for a twelve-month period, to lock in at the fixed fuel charge plus a small usage charge. Based on historical data of gas usage and costs from Fiscal Year 2012, the County could realize a reduction in natural gas costs of approximately \$60,000 under the terms of this contract in Fiscal Year 2013.

25. Recommendation Concerning Approval to Issue Fiscal Year 2012-2013 Purchase Orders in Excess of \$50,000 for the Parks and Recreation Department - Michael Rhodes, Parks and Recreation Department Director

That the Board approve the issuance of blanket and/or individual Purchase Orders in excess of \$50,000, for the Fiscal Year 2012-2013, based upon previously awarded Contracts, Contractual Agreements, or annual requirements, as provided, for the Parks and Recreation Department.

26. Recommendation Concerning the Letter of Agreement between Escambia County and AHCA to Buy Back Medicaid Rates on Behalf of Sacred Heart Health System - Amy Lovoy, Management and Budget Services Department Director

That the Board approve the Letter of Agreement between Escambia County and AHCA (Agency for Health Care Administration), in the amount of \$2,125,000, to provide local match dollars to AHCA to buy back the reimbursement rate for Medicaid claims incurred by Sacred Heart Health System.

[Funding Source: Fund 001, General Fund, Cost Center 110201, Account 58101]

27. Recommendation Concerning Lien Relief for 9300 Hamman Avenue - Gordon Pike, Corrections Department Director

That the Board take the following action concerning Lien Relief for 9300 Hammon Avenue:

A. Authorize the Chairman to execute and convey to the Emerald Coast Utilities Authority (ECUA) a Partial Release of the Lien, created by the Order of the Environmental Enforcement Special Magistrate recorded in Official Records Book 6783, at Pages 690 and 745, upon completion of the following conditions:

1. ECUA closing on the purchase of the Hamman Avenue property owned by Ellyson Investments of NW Florida, LLC, within 60 days of the Board's action;
2. Payment to the County of \$1,100 at closing; and
3. Demolition of the structures on the property and abatement of any other code violations within 180 days of the Board's action; and

B. Authorize the Chairman to execute and convey to ECUA a Waiver of Covenants, Conditions, Restrictions, and Reservations at Ellyson Industrial Park.

III. For Discussion

1. Consider Supplemental Budget #010 for the Sheriff and the Greater Pensacola Chamber of Commerce - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #010, General Fund (001), and the Economic Development Fund (102), in the amount of \$550,000, for the following purposes:

- To transfer \$550,000 from the General Fund to the Economic Development Fund to pay the costs associated with the allocation to the Greater Pensacola Chamber of Commerce
- To provide \$220,000 in additional funding for the Sheriff's Budget
- To decrease the General Fund's reserves for operating by a combined \$770,000

2. Presentation of Departmental Accomplishments - Charles R. "Randy" Oliver, County Administrator

That the Board review and discuss the Departmental Accomplishments, as provided by the County Administrator.

COUNTY ATTORNEY'S REPORT

I. For Action

1. Recommendation Concerning Adopting a Resolution Establishing the RESTORE Act Advisory Committee

That the Board adopt the attached Resolution establishing the RESTORE Act Advisory Committee.

2. Recommendation Concerning Authorization for the County Attorney's Office to File a Circuit Court Action on Property Located at 6230 Trent Street and 6310 Trent Street.

That the Board authorize the County Attorney's Office to file a circuit court action seeking declaratory and/or injunctive relief against the owners of 6230 Trent Street and 6310 Trent Street for continued violations of the Escambia County Code of Ordinances and the Escambia County Land Development Code.

3. Recommendation Concerning Acceptance of a Settlement From the Law Firm of McConnaughay, Duffy, Coonrod, Pope & Weaver, P.A. Based on the Firm's Representation of the County in the Workers' Compensation Case Involving Former Corrections Employee George Cato.

That the Board accept a settlement in the amount of \$40,000.00. In return, the Board will voluntarily waive any potential claims against the law firm of McConnaughay, Duffy, Coonrod, Pope & Weaver, P.A. based on the firm's representation of the County in the workers' compensation case involving former Corrections employee George Cato.

4. Recommendation Concerning Settlement of Workers' Compensation Claim involving Don Powell

That the Board approve reimbursement in the amount of \$33,712.93 to the excess insurer on this workers' compensation claim, ACE Casualty Company.

5. Recommendation Concerning Scheduling an Attorney-Client Session

That the Board take the following action:

- A. Schedule a private meeting with its attorneys to discuss pending litigation, in accordance with § 286.011 (8), Florida Statutes, for November 1, 2012 at 4:00 p.m.; and
- B. Approve the public notice printed below to be published in the Pensacola News Journal on Sunday, October 21, 2012.

PUBLIC NOTICE

IT IS THE INTENTION of the Board of County Commissioners of Escambia County, Florida, to hold a private meeting with its attorney to discuss pending litigation in the case of *Escambia County v. McCall & Associates, Inc., et al.* in accordance with Section 286.011(8), Florida Statutes. Such attorney-client session will be held at 4:00 p.m. on Thursday, November 1, 2012, in the Board Meeting Room, First Floor, Escambia County Governmental Complex, 221 Palafox Place, prior to the meeting of the Board of County Commissioners. Commissioners Wilson B. Robertson, Gene M. Valentino, Marie K. Young, Grover C. Robinson, IV, and Kevin W. White, County Administrator Charles R. "Randy" Oliver, Attorney representing Escambia County Charles V. Peppler, Deputy County Attorney, Alison P. Rogers, County Attorney and a certified court reporter will attend the attorney-client session.

II. For Discussion

1. Recommendation Concerning Evaluation of the County Administrator

That the Board accept written evaluations from each Commissioner and hold a public evaluation of Mr. Charles R. "Randy" Oliver, the County Administrator.

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



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3379

Proclamations 7.

BCC Regular Meeting

Meeting Date: 10/18/2012

Issue: Adoption of Proclamation

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

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Proclamations.

Recommendation: That the Board adopt the Proclamation designating the month of November 2012 as "Pancreatic Cancer Awareness Month" in Escambia County, Florida.

BACKGROUND:

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

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

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Proclamation

PROCLAMATION

WHEREAS, in 2012, an estimated 43,920 people will be diagnosed with pancreatic cancer in the United States, and 37,390 will die from the disease with approximately 2,670 of those deaths occurring in Florida; and

WHEREAS, pancreatic cancer is one of the deadliest cancers and is the fourth leading cause of cancer death in the United States. There is no cure for pancreatic cancer, and there have been no significant improvements in survival rates in the last 40 years. The disease is the only major cancer with a five-year relative survival rate in the single digits at just 6%. When symptoms of pancreatic cancer present themselves, it is usually too late for an optimistic prognosis, and 74% of pancreatic cancer patients die within the first year of their diagnosis, while 94% of pancreatic cancer patients die within the first five years; and

WHEREAS, of all the racial/ethnic groups in the United States, African Americans have the highest incidence rate of pancreatic cancer, between 34% and 70% higher than any other group; and

WHEREAS, the Federal Government invests significantly less money in pancreatic cancer research than it does in any of the other leading cancer killers. Pancreatic cancer research constitutes only 2% of the National Cancer Institute's Federal research funding - a figure far too low given the severity of the disease, its mortality rate, and how little is known about how to cure it; and

WHEREAS, the Pancreatic Cancer Action Network is the first and only national patient advocacy organization that serves the pancreatic cancer community in Escambia County and nationwide, by focusing its efforts on public policy, research funding, patient services, and public awareness and education related to developing effective treatments and a cure for pancreatic cancer; and

WHEREAS, the Pancreatic Cancer Action Network and its affiliates in Escambia County support those patients currently battling pancreatic cancer, as well as survivors of those who have lost their lives to the disease, and are committed to nothing less than a cure; and

WHEREAS, the good health and well-being of the residents of Escambia County are enhanced as a direct result of increased awareness about pancreatic cancer and research into early detection, causes, and effective treatments.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, designates the month of November 2012 as "Pancreatic Cancer Awareness Month" in Escambia County, Florida.

**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: October 18, 2012



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3305

Written Communication 8. A.

BCC Regular Meeting

Meeting Date: 10/18/2012

Issue: Environmental (Code) Enforcement Lien Relief – 800 Garnet Circle

From: Gordon Pike, Department Head

Organization: Corrections

CAO Approval:

RECOMMENDATION:

September 3, 2012 – Communication from Howard W. Brown, Jr., on behalf of Ms. Juanita Odom, requesting that the Board consider accepting payment, in the amount of \$1,200, as settlement of a Code Enforcement Lien against property located at 800 Garnet Circle.

Recommendation: That the Board review and consider lien relief request made by Howard W. Brown, Jr., against his mother's property located at 800 Garnet Circle.

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

The County Administrator sent Howard W. Brown, Jr., a denial letter dated September 6, 2012.

BACKGROUND:

April 15, 1999 The Office of Environmental Enforcement received a complaint concerning a burned townhouse. Officer investigated and observed a burned our townhouse and posted property with a notice of violation. A notice of violation was also sent to owner, Juanita Odom, both certified and regular mail.

September 14, 1999 Officer sent second notice to owner and certified notice was received by Juanita Odom.

September 19, 2000 The Office of Environmental Enforcement received a letter from Ms. Odom asking Escambia County to not demolish her town house. Greg Wilstead made several attempts to contact Ms. Odom via phone. He received no response.

October 28, 2000 Property was abated by Escambia County in the amount of \$2,140.26.

January 19, 2001 Lien for abatement cost was filed against the property.

September 6, 2012 County Administrator Randy Oliver sent Mr. Brown a denial letter.

September 18, 2012 Mr. Brown contacted County Administrator's Office requesting to be placed on the Board's October 18th meeting under Written Communication.

BUDGETARY IMPACT:

Lien amount Cost

Abatement Cost \$2,140.26

TOTAL \$2,140.26

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

800 Garnet Circle

September 3, 2012

Escambia County
Charles R. "Randy" Oliver
County Administrator
221 Palafox Place, Suite 420
Pensacola, FL 32502

**RE: Request for Settlement Offer – Nuisance Abatement Lien
800 Garnet Circle, Pensacola, FL 32501**

Dear Mr. Oliver:

I am writing on behalf of my mother, the property owner, Ms. Juanita Odom. The subject property was demolished by the County more than a decade ago. Since that time, a lien has been imposed against the property for the costs incurred to abate the subject property.

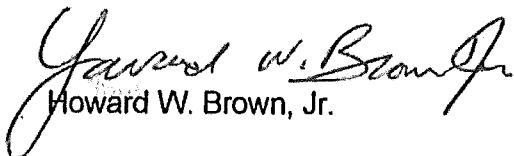
I have attached a copy of the notice of lien and other pertinent information in the event research is needed. The notice of lien alleges that the cleanup was completed on November 30, 2000, nearly 12 years ago, and the lien was recorded in the public records on January 18, 2001.

As you are aware, the lien remains unpaid at this time because Ms. Odom has neither the money to pay off the lien nor funds to make monthly installments under a payment plan.

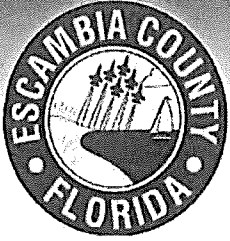
When the lien was first established, my mother, in an effort to resolve the issue, spoke with several county officials; however, no resolution could be reached because no mitigation or lien settlement procedures were in place at that time. My mother has *recently* become aware of policies enacted by the Escambia County's Board in 2006 and 2009 under Section 30 that do allow for lien settlements.

In an effort to settle this matter, **I respectfully ask to pay out of my personal funds \$1,200 dollars to settle this matter.** I could remit wired funds to you or tender a check in the amount of \$1200 in return for a satisfaction and release of lien.

I may be reached by calling me at 305-788-9647. Thank you so much for your consideration in this matter.


Howard W. Brown, Jr.

Enclosure



Board of County Commissioners • Escambia County, Florida

Charles R. "Randy" Oliver
County Administrator

September 6, 2012

Howard Brown
Via Email to: howardwbrownjr@gmail.com

Re: Your Request for Relief from a County Code Enforcement Lien Against Property
Located at 800 Garnet Street, Pensacola, FL 32505

Dear Mr. Brown:

In accordance with Section III, H2., of the Escambia County Board of County Commissioners Policy Manual, I have reviewed your request for relief from the County code enforcement lien described in your letter dated September 3, 2012. Regrettably, I must deny your request for relief for the following reason(s):

- In accordance with Section III, H2., A.2., relief is not available to the violator and/or owner named in the code enforcement lien.

If you have any questions or require any additional information, please contact Gordon Pike, Department Director, Corrections, or Sandra Slay, Division Manager, Code Enforcement, at 595-1820.

Sincerely,

A handwritten signature in cursive script that reads "Charles R. Oliver".

Charles R. "Randy" Oliver
County Administrator

CRO:sh

cc: Gordon Pike, Department Director, Corrections
Sandra Slay, Division Manager, Code Enforcement



Office of Environmental Enforcement



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

Property Address: 800 Garnett Street
Property Owner: Juanita Funderburk Odom
Original Complaint: Burned town house
EE Case #: CE1999-04-0232

04/15/99 Received complaint and officer investigated. Officer observed a burned out town house. Copy of notice was posted in site and notice was mailed to owner both regular and certified mail and received by Juanita Odom.

09/14/99 Second notice mailed to owner and received by Juanita Odom.

09/19/00 Received a letter from Ms. Odom asking Escambia County to not demolish her town house. Greg Wilstead tried contacting Ms. Odom seven different times via phone concerning her request. He received no answer.

10/28/00 Abated by Escambia County in the amount of \$2,140.26.

01/19/01 Lien filed against property.

Cost

Abatement Cost: \$2,140.26

Total Cost \$2,140.26

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

NOTICE OF LIEN

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Re: Juanita Funderburk Odom
800 Garnet St.

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 42-121 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, 2000 on property located at 800 Garnet St., Pensacola, Florida, and more particularly described in the Official Records of Escambia County, Florida in OR Book 3650 at page 722 as follows:

Lot 1, Block B, Emerald Arms, according to the map or plat thereof as recorded in Plat Book 7, Page 58, Public Records of Escambia County, Florida.

Escambia County has expended Two Thousand One Hundred Forty and 26/100 Dollars (\$2,140.26) 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 18th day of January, 2001 until paid.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: Thomas G. Banjanin
Thomas G. Banjanin, Chairman

ATTEST: ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

By: Ernie Lee Magaha
Deputy Clerk

(SEAL)

BCC Approved: January 18, 2001

RCD Jan 19, 2001 12:33 pm
Escambia County, Florida

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 2001-806101

Sandra F Slay

From: Susan W. Hendrix
Sent: Tuesday, September 18, 2012 3:10 PM
To: Sandra F Slay
Subject: mr. brown's mailing address - 800 garnet circle - written communication
Attachments: garnet circle 800.pdf; garnet street 800, 9-6-12.pdf

I forgot to include his mailing address:

Howard W. Brown, Jr.
8550 N. Sherman Circle, Apt. 501
Miramar, FL 33025

From: Susan W. Hendrix
Sent: Tuesday, September 18, 2012 3:08 PM
To: Sandra F Slay
Cc: Judy H. Witterstaeter
Subject: 800 garnet circle - written communication

Sam,
Mr. Brown's letter is attached asking to be placed on written communication. The second attachment, dated 9-6-12, is the denial letter he received from Randy. He is asking to be placed on the agenda for Oct. 18. His email address is howardwbrownjr@gmail.com. Email is the quickest way to reach Mr. Brown.

Judy – this is FYI for you until you get the info from Sam to place him on W.C.

Thanks,
Susan



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3340

Written Communication 8. B.

BCC Regular Meeting

Meeting Date: 10/18/2012

Issue: Written Communication - Larry Downs, Jr.

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

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

September 28, 2012 - Email communication from Larry Downs, Jr., Owner, Pensacola Boxing Academy, requesting to speak to the Board in regard to amateur boxing rules and the Florida State Boxing Commission's intent to implement mandatory testing for HIV and hepatitis.

BACKGROUND:

N/A

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

E-mail from Larry Downs, Jr.

From: Larry Downs Jr. [mailto:ldjrplumbing@aol.com]

Sent: Friday, September 28, 2012 9:35 AM

To: Ilauna B. Brazwell

Subject: Requesting Permission to speak to the Commission Regarding Mandatory Blood Work for Amateur Boxers on October 11, 2012

My name is Larry Downs, Jr., owner of Pensacola Boxing Academy and MMA. I am requesting permission to speak to the Commission in regards to the amateur boxing rules and the Florida State Boxing Commission's intent to implement mandatory testing for HIV and hepatitis. The intent of the Florida Boxing Commission to make mandatory testing required for amateur boxing athletes will have a negative economic impact to our state and the amateur boxing program, due to the fact that USA Boxing does not require testing for HIV, hepatitis or any other type of blood work testing. Currently, USA Boxing does not require blood testing in any of the 50 states. I have talked to Lynette Smith, the secretary of USA Boxing and many others in the amateur boxing community and there has never been a documented or undocumented transfer of HIV or hepatitis from one amateur boxer to another amateur boxer of any kind. The Florida Boxing Commission and its Executive Director, Thomas Molloy, intend to make blood testing mandatory for amateur boxing athletes. This will have an adverse economic impact on all of the communities of Florida, due to the fact that tournaments and regional competitions are held in Florida, where many and sometimes the majority of amateur boxers come from other states to compete here in Florida. If blood testing is made mandatory, then out of state amateur athletes and many in-state amateur athletes and their coaches, friends and family will not attend amateur boxing tournaments and competitions held in our state. Many of these out of state athletes, coaches, friends and family currently attend events and tournaments in our state bringing with them team members, coaches, officials, friends and family that spend their money in our communities by way of hotel rentals, shopping, vacation time while they are here and patronize many restaurants and other local businesses. USA Boxing and its members and volunteers generate revenue for many corporations and small businesses in the great state of Florida. In the past 3 and a half years alone, Pensacola, Florida has hosted numerous USA Boxing events and 2 regional advancing tournaments, in which the majority of amateur boxers that competed were from out of state, as well as their friends and family. Amateur boxers from as far away as Louisiana and the north part of Tennessee have attended and competed in these amateur events. I have talked with many out of state coaches and USA Boxing teams that will not attend any future events or tournaments in the state of Florida if blood testing is made mandatory in the state of Florida. If the Florida State Boxing Commission or the Department of Business and Professional Regulations implements HIV and hepatitis testing for amateur boxing athletes, it will have a huge economic impact to the communities in the state of Florida that supports USA Boxing and the amateur programs. The statistics support no need for this testing and the implementation of this rule or policy. I believe the Florida State Boxing Commission, DBPR staff or the Executive Director, Thomas Molloy, are planning on implementing the testing requirements in the near future. There will be unintended consequences to the amateur boxing communities in the state of Florida. I know for a fact that in the Florida Boxing Commission rules workshop meetings that I have attended and with the many discussions that I have had, there have been many citizens in the state of Florida that have stated to the DBPR staff, the Executive Director and the Florida Boxing Commission that there is no need for this mandatory testing of amateur boxing athletes, including one on the

Florida State Boxing Commission's referees, Frank Genteel. There has been no evidence presented in any of these rules workshops or Commission meetings by the DBPR staff, Executive Director, Thomas Molloy or the Florida State Boxing Commission that this mandate is needed. I would be in favor and support of blood testing for amateur boxing athletes, if there was or has ever been an issue that would put amateur boxing athletes at risk. The fact is, there is no more risk associated with amateur boxers of the transfer of blood borne diseases, than many other amateur sports that do not require blood testing, such as, Tai Kwan Do, karate, jiu jitsu, submission grappling, wrestling, basketball, football, hockey, soccer, etc. Amateur boxing has safety equipment that greatly minimizes the risk, such as, bigger boxing gloves, head gear, safety rules and good referees, which also limits the risks to virtually zero. My two sons and my daughter have competed in USA Boxing events for over 12 years and I would never put them in harms way. I believe amateur boxing is safe and relatively risk free, as compared to other amateur sports. Again, I am requesting to speak before the Commission on behalf of Pensacola Boxing Academy, a USA Boxing registered club, as well as the amateur boxing communities in the state of Florida, in regards to the devastating impact this blood testing requirement will have on the amateur boxing community and many businesses and communities in the state of Florida. I am also requesting that the Florida State Boxing Commission to please not implement blood testing for amateur boxing athletes for all the above listed reasons.

Thank You,

Larry Downs, Jr.
Owner
Pensacola Boxing Academy



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3344

Public Hearings 10.

BCC Regular Meeting

Meeting Date: 10/18/2012

Issue: 5:31 p.m. Public Hearing and Supplemental Budget Amendment #001 – Re-budget

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

5:31 p.m. Public Hearing to amend the Fiscal Year 2012-2013 Budget for the purpose of recognizing prior year grants and fund balances and appropriating these funds for ongoing projects that were not completed by the end of Fiscal Year 2011-2012.

(RECOMMENDATION AND BACKUP TO BE DISTRIBUTED UNDER SEPARATE COVER)

BACKGROUND:

N/A

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3367

Public Hearings 11.

BCC Regular Meeting

Meeting Date: 10/18/2012

Issue: Schedule a Public Hearing Regarding Fiscal Year 12/13 Federal Transit Administration 5307 Grant Application by ECAT for Mass Transit Project Funding

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

5:32 p.m. Public Hearing regarding the Fiscal Year 2012-2013 Federal Transit Administration 5307 Grant Application by ECAT for mass transit project funding.

Recommendation: That the Board take the following action concerning the Public Hearing regarding the Fiscal Year 2012-2013 Federal Transit Administration 5307 Grant Application by Escambia County Area Transit (ECAT) for mass Transit Project Funding:

- A. Cancel the Public Hearing scheduled for October 18, 2012, at 5:32 p.m.; and
- B. Authorize the scheduling and advertising of a new Public Hearing for 5:31 p.m. on Thursday, November 1, 2012, for the purpose of receiving comments concerning the Fiscal Year 2012-2013 Federal Transit Administration 5307 Grant Application by ECAT for mass transit project funding.

Federal Transit Administration (FTA) guidelines require that all applications for financial assistance from FTA be submitted after a Public Hearing is held for the purpose of receiving comments from the public concerning the Grant Program of Projects. Also, effective January 1, 1998, Grant applications, execution, and Grant administration progress reports must be submitted electronically via the Transportation Electronic Award Management (TEAM) System.

BACKGROUND:

Federal Transit Administration (FTA) guidelines require that all applications for financial assistance from FTA be submitted after a public hearing is held for the purpose of receiving comments from the public concerning the Grant Program of Projects. Also, effective January 1, 1998, grant applications, execution, and grant administration progress reports must be submitted electronically via the Transportation Electronic Award Management (TEAM) System.

BUDGETARY IMPACT:

The grant application has been included in the approved FY 12/13 ECAT budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

The Transportation & Traffic Operations Division and ECAT staff will coordinate with the FTA on all necessary activities regarding this grant application and fund processing. ECAT staff will electronically file all required documentation.



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-3383

12.

BCC Regular Meeting

Meeting Date: 10/18/2012

Issue: Committee of the Whole Recommendation

From: Doris Harris, Deputy Clerk to the Board

Organization: Clerk & Comptroller's Office

Recommendation:

Committee of the Whole Recommendation.

Recommendation: The Committee of the Whole (C/W), at the C/W Workshop held October 11, 2012, recommends that the Board take the following action:

A. Approve renaming the "Pensacola Civic Center" the "Pensacola Bay Center" and approve a blue and green color scheme, relative to Civic Center Rebranding Strategy (*Item 4*);

B. Take the following action concerning the renaming of the Escambia County Governmental Complex (*Item 5*):

(1) Approve renaming the Escambia County Governmental Complex in honor of the Honorable Ernie Lee Magaha, Clerk of the Circuit Court and Comptroller, in recognition of 56 years of service as the Clerk of the Court of Record and Clerk of the Circuit Court and Comptroller; and

(2) Approve waiving the requirement (*Section I, D9.B, Naming County Facilities Policy*) so that this action can be taken prior to Mr. Magaha leaving office;

C. Approve a two-year commitment, in the amount of \$150,000, from the \$1,266,902 previously placed in reserves (*at the September 25, 2012, Second Public Hearing on the Fiscal Year 2012-2013 Budget, the Board approved placing all of the money [85% of the difference in the preliminary and final certification amount for Medicaid, totaling \$3,800,705, divided into five Fiscal Years] into reserves*), for a FDI Aerospace Strategy Fund, as a separate funding allocation that will not be comingled with any existing agreements with the Greater Pensacola Chamber of Commerce, relative to Escambia County – (*Foreign*) Direct Investment (FDI) Aerospace Strategy Fund (*Commissioner Valentino's Add-on Item 1*); and

D. Approve, for the purpose of providing the due notice required by Chapter 125.73, Florida Statutes, reserving the right for the Board to have a vote of termination of the County Administrator's Contract following the public evaluation on October 18, 2012, if the majority of the Board chooses to go in that direction on October 18, 2012 (*Commissioner White's Add-on Item 1*).

Background:

Regarding Item 5:

- The Honorable Ernie Lee Magaha, Clerk of the Circuit Court and Comptroller, was born in Jay, Florida, raised in Mosquito Flats (Century), Florida, and graduated from Century High School.
- He served in the Merchant Marines and graduated from Auburn University with a degree in Economics in 1950.
- He served as a State Auditor for the State of Florida for five years and resigned in 1956 to run for the Clerk of the Court of Record. At that time, he and his wife, Lucile, spearheaded a grassroots campaign and literally walked the County for a successful election in November 1956 (she was expecting their first child).
- He began Office in January of 1957 and has held the position of Clerk since that time. His Office was instrumental in the smooth transition of the court system in 1972 to the two-tier system we have in place today. In 1995, the Governor of our State asked him to assume the additional responsibilities of the Comptroller's Office.
- His service to Escambia County has focused on "doing the right thing" and making business decisions in the best interests of the Citizens of Escambia County.

Attachments

#12

Peninsula

CIVIC CENTER



10-11-2012
CW#4

transform

energize

rebrand

WHERE

WE HAVE BEEN



Since 1985



Hosted 13,500 events



7.5 MILLION
PEOPLE

311 · Freestyle Motocross - Pearl Jam - Huey Lewis and the News - **George Strait** - Playhouse Disney Live - Julio Iglesias - George Jones - Pointer Sisters - Lenny Kravitz - George Michael - Poison - Mary Chapin Carpenter - Get Motivated Seminar - Praise Crusade - Sarah McLachlan - Girl Scouts Expo - Primus - World Gymnastics Champion - Gloria Estefan - Queensryche - 3 Days Grace - Godsmack - Randy Travis - 3 Doors Down - Gold Party - Rascal Flatts - AC/DC - Goo Goo Dolls - Reba McEntire - Aerosmith - Gulf Coast Women's Show - Red Hot Chili Peppers - Air Supply - H.B. Paulk Food Show - REO Speedwagon - Al Jarreau - Hall & Oates - Richard Marx - Alabama - Hank Williams, Jr. - Rick Springfield - Alan Jackson - Harlem Globetrotters - Robert Plant - Allman Brothers - Harry Connick, Jr. - Rod Stewart - Amy Grant - Harry Wong - Rodeo - Andre Rieu - Health, Fun and Fitness Fair - Rugrats - Anne Murray - Heart - Rush - Atlanta Hawks vs. Milwaukee High Kings - Safety Expo - Atlantic Star - Hinder - Saks Fifth Avenue Sale - Averaged Sevenfold - Hollifield vs. Bowe - Salt-N-Pepa - Bad Company - Home & Garden Show - Scorpions - Barbara Mandrell - Home Builders Expo - Seniors Expo - Barry Manilow - Hot Shots - Sesame Street - Beach Boys - Ice Capades - Shania Twain - Bill Cosby - Ice Pilots - Sheryl Crow - Bill Gaither - Incubus - Shinedown - Billy Ray Cyrus - Indiana Pacers vs. Miami Heat - Slipknot - Bob Dylan - Jame Taylor - Smashing Pumpkins - Bobby Brown - James Brown - Soujia Boy - Bon Jovi - Janet Jackson - Staind - Bonnie Raitt - Jeff Dunham - Star Wars in Concert - Boogie Boys - Jehovah's Witness - Starship - Boston - Jimmy Buffet - Stalter Brothers - Bow Wow & Friends - John Mayer - Sting - Brad Paisley - John Mayer - Stone Temple Pilots - Britney Spears - John Mellencamp - STYX - Brooks & Dunn - Journey - Sugarland - Bryan Adams - Joyce Meyers - Summer Glory Explosion - Bull Riding - Keith Sweat - System of A Down - Bush - Keith Urban - Tammy Wynette - Business Expo - Kelly Clarkson - Taste of Chaos - Cajun Crawfish Festival - Kenny Chesney - Temptations - Car Wars - Kenny G - Tesla - Carrie Underwood - Kenny Loggins - Tharp and Baryshnikov - Casting Crowns - Kenny Rodgers - The Black Watch - Cats - Kid Rock - The Judds - Celtic Women - Kiss - The Used - Champions on Ice - Korn - Tiffany - Charlie Daniels Band - Larry the Cable Guy - Tim McGraw - Cheap Trick - Lee Greenwood - **Tina Turner** - Cher - Lewis Bear Trade Show - TNA Wrestling - Chicago - Lipizzaner Stallions - Toby Keith - Circus - Liza Minelli - Toby Keith - Clay Aiken - Lord of the Dance - Tom Jones - Clay Walker - Lyrnyrd Skynyrd - Tom Petty - Clint Black - Mannheim Steamrollers - Tool - CMT Tour - Marine Ball - Tough Man Contest - Commandores - Market Basket - Tour of World Figure Skating - Conway Twitty - Martina McBride - Trans Siberian Orchestra - Cranberries - Martina McBride - Travis Tritt - Crawfish Festival - Matchbox 20 - Two Live Crew - Creed - MC Hammer - US Hot Rod - Thundernational - Crime Expo - Melissa Ethridge - Van Halen - Crosby, Stills & Nash - **Metallica** - Vince Gill - Damn Yankees - Michael Bolton - Walking w/ Dinosaurs - Daryl Hall & John Oats - Michael Buble - Warrant - Daughtry - Michael Jackson Rehearsal - Wayne Newton - David Bowie - Michael W. Smith - White Zombie - Def Leppard - Monster Truck Show - Whitesnake - Depeche Mode - Morris Day - Whitney Houston - Dierks Bentley - Motley Crue - Willie Nelson - Disney on Ice - Motocross - Wizard of Oz - Disturbed - Mud Bog - Wrestlingmania Dixie Chicks - My Chemical Romance - WWE - Dolly Parton - Neil Diamond - Yanni - Don Henley - New Edition - Yes - Doochie Brothers - New Kids on the Block - Duran Duran - Newsboys - ZZ Top - E Women's Conference - Nickelodeon - Elton John - Nine Inch Nails - **Eric Clapton** - Oakridge Boys - Family Expo - Ozzy Family Food Show - Patu Labelle - Fiesta Five Flags - Paula Abdul - FOO Fighters - Foreigner - Frankie Beverly & Maze w/ ZAPP - **Cirque du Soleil**

[Georgie Strait]

Thapin Carper

New Kids or

Eric Clapton

ive Crew -

Metallica

Country - Micr



Priezi

Three Unseed - Ci Tina Turner - Clay Aiken -

rennce - Mickelodeo
alle - Fiesta Five Fl
[Cirque du Soleil]



Where we are...



OVER 265,000 patrons

580 events

PEER YEAR

NUMBER 19

IN THE
WORLD

IN THE

WORLD



#1
in
florida



Wherever we need to go!



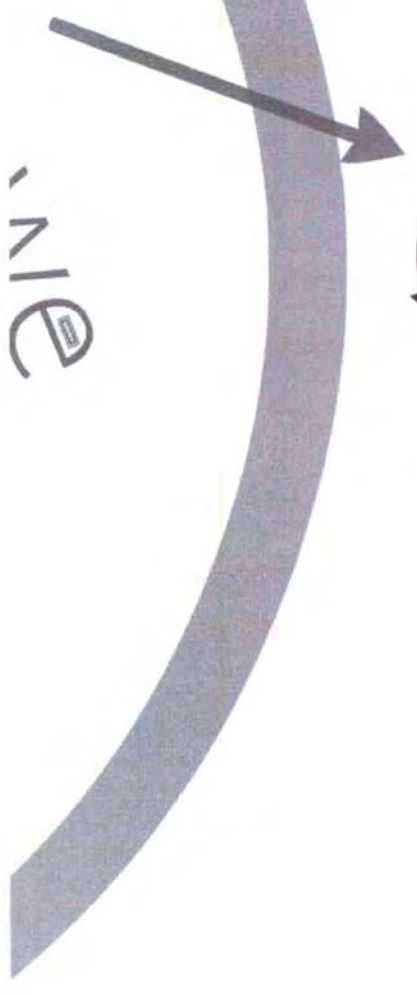
EVOLVE

Peninsula

CLAYTON CENTER



bay



LINE

Why change the name?

#1 the name is dated

#2 builds momentum and increases energy

#3 larger impact nationally, regionally, locally

#1

the name is dated

#1
the name is dated

#2
builds momentum and increases energy

#3

**larger impact nationally,
regionally, locally**



PENSACOLA BAY CENTER





Sept 28 Rascal Flatts

Doors open - 7 hour
pitch to event

EVENT DETAILS

📍 📅 📞 📧 📺



ANNOUNCEMENTS

Tickets for Rascal Flatts Sept 28 concert go on sale this Saturday at 10am...[read more!](#)

Fan Snapshot

Alan Jackson in concert, photographed by John Dale, Pensacola, Florida

Fan of the Month

Powered by facebook





Sept 28 Rascal Flatts

Doors open 1 hour prior to event

EVENT DETAILS

📱 📺 📍 🚗

DISNEY LIVE! TOBY MAC UWF GRADUATION ALAN JACKSON DISNEY ON ICE

ANNOUNCEMENTS

Tickets for Rascal Flatts Sept 28 concert go on sale this Saturday at 10am... [read more]

Fan Snapshot

Alan Jackson in concert, photographed by John Doe, Pensacola, Florida.

Fan of the Month

Powered by facebook

PENSACOLA BAY CENTER



The Honorable Ernie Lee Magaha, Clerk of the Circuit Court and Comptroller, was born in Jay, Florida, raised in Mosquito Flats (Century), Florida, and graduated from Century High School.

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His service to Escambia County has focused on "doing the right thing" and making business decisions in the best interests of the Citizens of Escambia County.

10-11-2012
C/W# 5

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

From: Gene Valentino [<mailto:genev@collectorsolutions.com>]

Sent: Tuesday, October 09, 2012 9:44 PM

To: Dean Kirschner; Randy Oliver; Amy L. Lovoy

Cc: Gene M. Valentino; Dean Kirschner; Alison A. Perdue

Subject: Re: Escambia County - Foreign Direct Investment (FDI) Aerospace Strategy Fund

Dean, Randy, Amy,

Please insure this "Add On" is ADDED the the Committee of the Whole meeting for October 11, 2012 at 9 AM.

After meeting with Dr. Klaus Richter, Airbus Board Member, and head of their entire 'supply chain strategy', he stated it was essential we prepare to receive such delegations in Pensacola in a 12-24 month time frame. We anticipate 7-10 delegations over 24 months with at least 7 European business leaders in each delegation. Our welcoming plan is to get these qualified prospects here, after having effectively opened the door with them there on our Berlin trip. The prospects will pay their way here for the most part. However, as a good host would do, we will prepare a welcoming over 3-4 days. This will include some dining, entertainment, tours, and business meetings so as to take the prospect to their next logical level of commitment to Escambia County. This is our chance to underwrite the opportunity that each prospect brings to Escambia County on a case-by-case basis. These funds will be used to round-out their experience in Escambia County and to engage the prospect with various 'trial close' commitments. On Dr. Richter's suggestion we will introduce the prospect to existing aerospace \ technology firms in the area as well, availing the prospect to merger opportunities.

I seek to encumber \$150,000 for this purpose from the County's Economic Development Fund. I will work the details through Amy Lovoy. I will set up a voucher process through her (very much like TDC allocations) to insure funds are allocated to them on a prescribed basis, dedicated with certainty and exclusively to this initiative. This will be a SEPARATE funding allocation and will not be co-mingled with any existing agreements with the Chamber.

I will convey the importance of this investment to my fellow commissioners at the COW. I may ask the Chairman to allow me the time necessary to introduce Scott Luth, Lewis Bear, or any other Chamber representative to assist me in seeking support for this logical and focused next step.

I will ask Alison Rogers to help me craft this resolution for adoption at the October 18th BCC meeting.

Thank you,

10-12-2012
Cover Valentino A10#1

On Oct 9, 2012, at 8:59 PM, "Scott Luth" <sluth@pensacolachamber.com> wrote:

> Commissioner,

>

> Please see the revised paragraph below as we discussed this afternoon.

>

>

> Escambia County - Foreign Direct Investment (FDI) Aerospace Strategy

> Fund

>

> A request for a two year commitment of \$150,000 in special funding is being made in an effort to position Escambia County as a preferred location for both foreign direct investment and US-based expansion related to the region's growing aerospace and defense target industry cluster. The funds requested are to be used, as and when required, to offset the cost associated with hosting and recruiting prospects and delegations of international and US-based firms that are considering an investment in the region to build, assemble, research, and engineer components. Each company hosted to the area will have the opportunity to learn more about the assets within our community, meet with existing aerospace and defense companies, and understand first-hand how to do business in the United States. The expected return on investment for the funds requested will be increased job opportunities for the citizens of Escambia County and increased capital investment over the next ten years.

>

> Thanks,

>

>

> Scott Luth | Senior Vice President, Economic Development Greater

> Pensacola Chamber Cell 850.375.1060 Sent from my iPad



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-3359 **Clerk & Comptroller's Report** **13. 1.**

BCC Regular Meeting

Meeting Date: 10/18/2012

Issue: Acceptance of Reports

From: Doris Harris, Deputy Clerk to the Board

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

A. Payroll Expenditures for Pay Date October 12, 2012, in the amount of \$2,271,886.24;

B. The following two Disbursement of Funds:

(1) September 27, 2012, to October 3, 2012, in the amount of \$20,489,175.15; and

(2) October 4, 2012, to October 10, 2012, in the amount of \$41,818.63;

C. Tourist Development Tax Collections Data for the August 2012 returns received in the month of September 2012; this is the 12th and final month of collection in Fiscal Year 2011-2012; total collected for the August 2012 returns was \$710,431, which is a 7.79% increase over the August 2011 returns; overall collections of \$7,159,096 for the 12 months of returns in Fiscal Year 2012 are 10.70% higher than what was collected during Fiscal Year 2011; and

D. Investment Report for the month ended September 30, 2012, as required by Ordinance 95-13; the total portfolio earnings for the month of September equaled \$111,419; the short term portfolio achieved an average yield of .23%; this yield should be compared to the benchmark of the Standard & Poor's Government Investment Pool 30 Day index yielding .07%; the core portfolio achieved an average Yield to Maturity at Cost of 1.22% and should be compared to the benchmark of the Merrill Lynch 1-5 Year Treasury Index yielding .006%; all investments included in the County's portfolio are in compliance with the County's Investment Policy.

Attachments

CR I-1



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

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

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

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

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

Pay Date: October 12, 2012

Check No:	\$0.00
Direct Deposits:	\$1,185,307.96
Total Deductions and Matching Costs:	\$1,086,578.28
Total Expenditures:	\$2,271,886.24

ERNIE LEE MAGAHA
 CLERK OF CIRCUIT COURT
 ESCAMBIA COUNTY, FL.
 2012 OCT 10 P 2:17
 BOARD OF COUNTY COMMISSIONERS



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

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

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

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

Escambia County, Florida
 Disbursement of Funds From:

09/27/12 to 10/03/12

DISBURSEMENTS

Computer check run of:

	\$ 7,326,450.44
L-Vendor	\$ 82,877.47

Hand-Typed Checks/ACH Checks:

\$ 0.00

Disbursement By Wire:

Debt Service Payment	\$ 4,886,276.38
Elected Official	\$ 8,157,115.63
Preferred Governmental Claims	\$ 36,455.23

Total Disbursement by Wire

\$ 13,079,847.24

TOTAL DISBURSEMENTS

\$ 20,489,175.15

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 OCT -4 P 2:03
 THE BOARD OF
 COUNTY COMMISSIONERS



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

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

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

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

Escambia County, Florida
 Disbursement of Funds From:

10/04/12 to 10/10/12

DISBURSEMENTS

Computer check run of:

_____ \$ 0.00

L-Vendor

_____ \$ 0.00

Hand-Typed Checks/ACH Checks:

\$ 0.00

Disbursement By Wire:

Preferred Governmental Claims

\$ 41,818.63

Total Disbursement by Wire

\$ 41,818.63

TOTAL DISBURSEMENTS

\$ 41,818.63

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 OCT 11 P 1:35

CLERK OF THE BOARD OF
 COUNTY COMMISSIONERS



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

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

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

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

MEMORANDUM

TO: Honorable Board of County Commissioners

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

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

2012 OCT -8 P 1:18
 CLERK OF THE BOARD OF
 COUNTY COMMISSIONERS
 ERNIE LEE MAGAHA
 CLERK OF CIRCUIT COURT
 ESCAMBIA COUNTY, FL.

DATE: October 8, 2012

SUBJECT: Tourist Development Tax (TDT) Collections

RECOMMENDATION:

That the Board accepts, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the August 2012 returns received in the month of September 2012, as prepared by the Finance Department of the Clerk and Comptroller's Office. This is the twelfth (12th) and final month of collection in fiscal year 2012.

- ✓ Total collected for the August 2012 returns was \$710,431. This is a 7.79% increase over the August 2011 returns.
- ✓ Overall collections of \$7,159,096 for the twelve (12) months of returns in fiscal 2012 are 10.70% higher than what was collected during fiscal 2011.

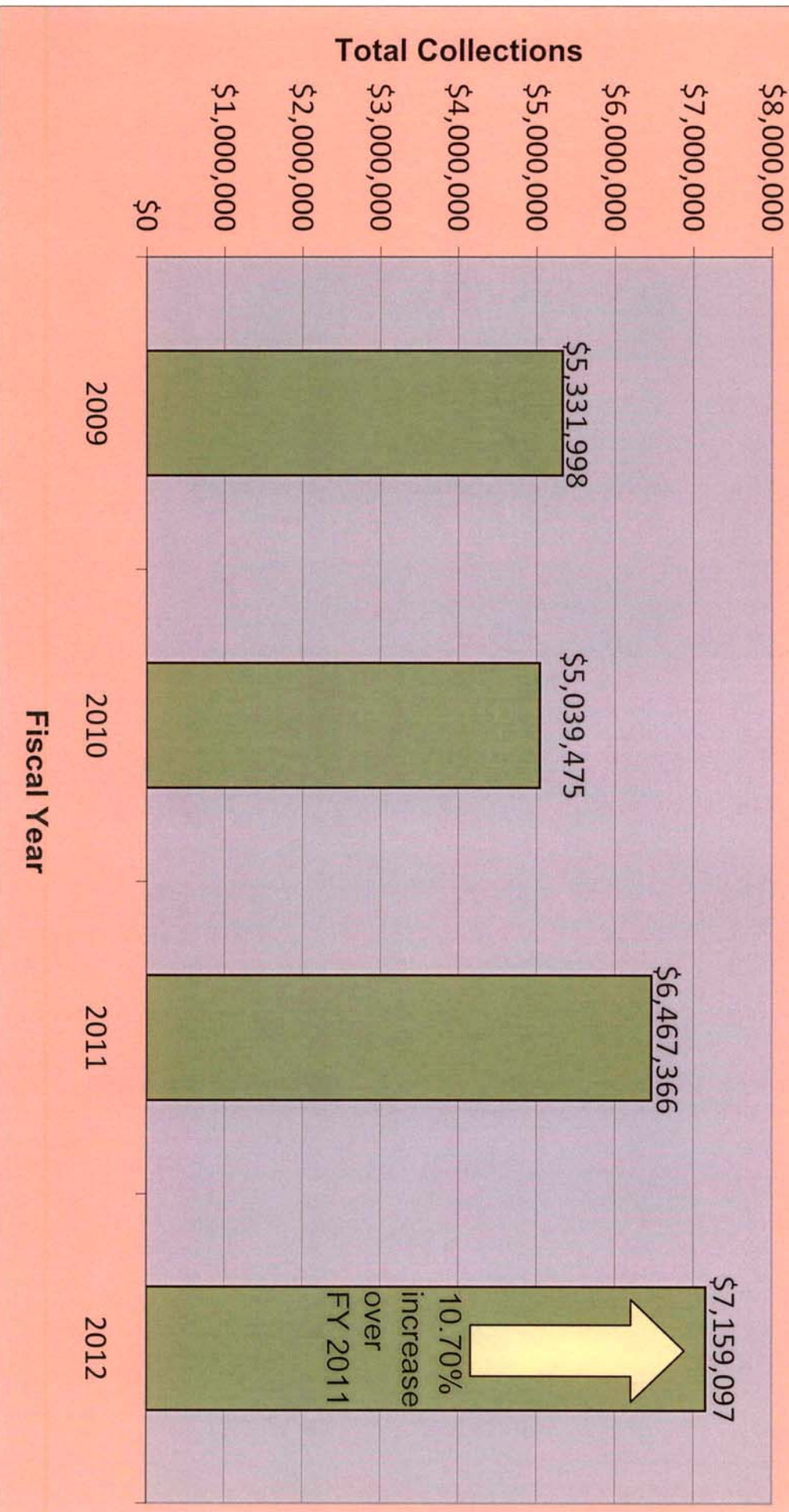
Please feel free to call me if you have any questions.

PLS/nac

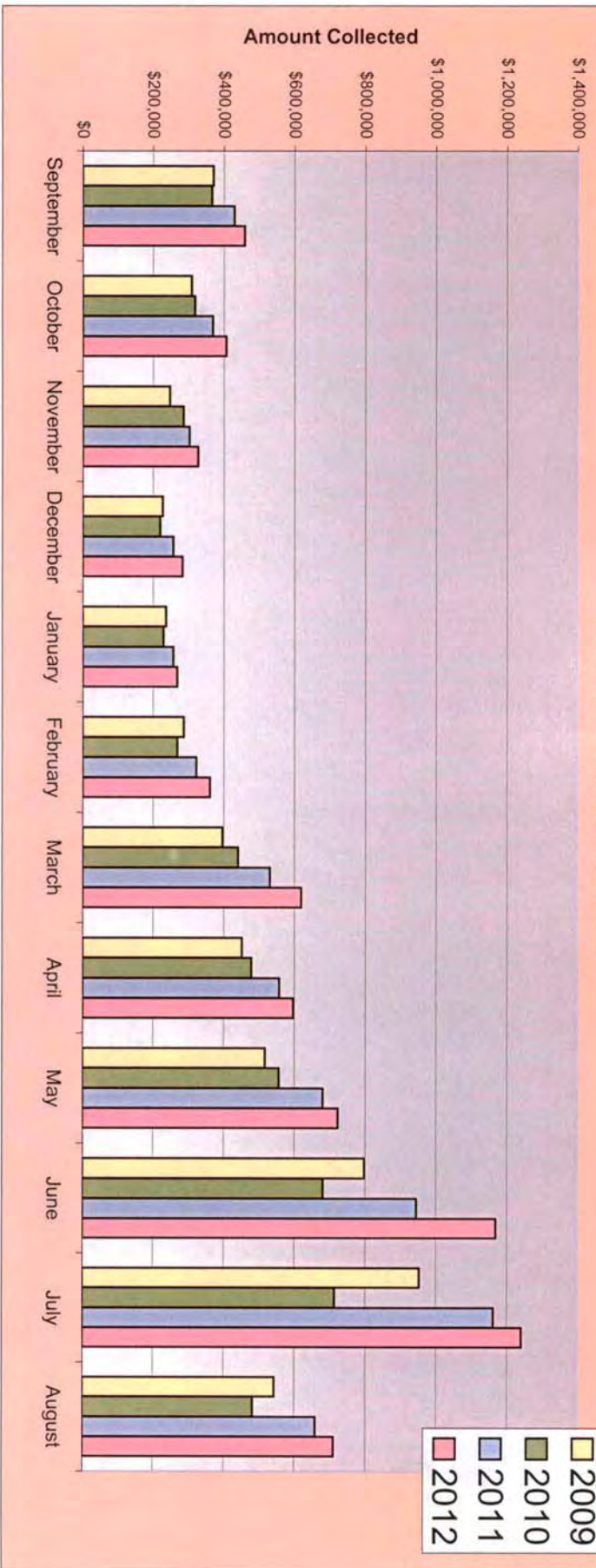
FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
 REPORTED IN FISCAL YEAR FORMAT
 ESCAMBIA COUNTY FLORIDA
 AS OF SEPTEMBER

Zip Code	Fiscal Year 2012	Fiscal Year 2011	Difference	% Change
	YTD Collected	YTD Collected		
32501	149,335	188,534	(39,199)	-21%
32502	345,555	306,858	38,697	13%
32503	19,640	19,693	(53)	0%
32504	977,152	889,542	87,611	10%
32505	265,333	259,641	5,693	2%
32506	202,504	200,862	1,642	1%
32507	1,206,089	1,033,377	172,712	17%
32514	435,006	399,207	35,799	9%
32526	223,703	217,561	6,142	3%
32534	132,674	129,666	3,007	2%
32535	1,743	2,200	(457)	-21%
32561	3,199,483	2,819,623	379,860	13%
32562	-	-	-	0%
32577	879	605	274	100%
Total	\$ 7,159,096	\$ 6,467,368	\$ 691,728	11%

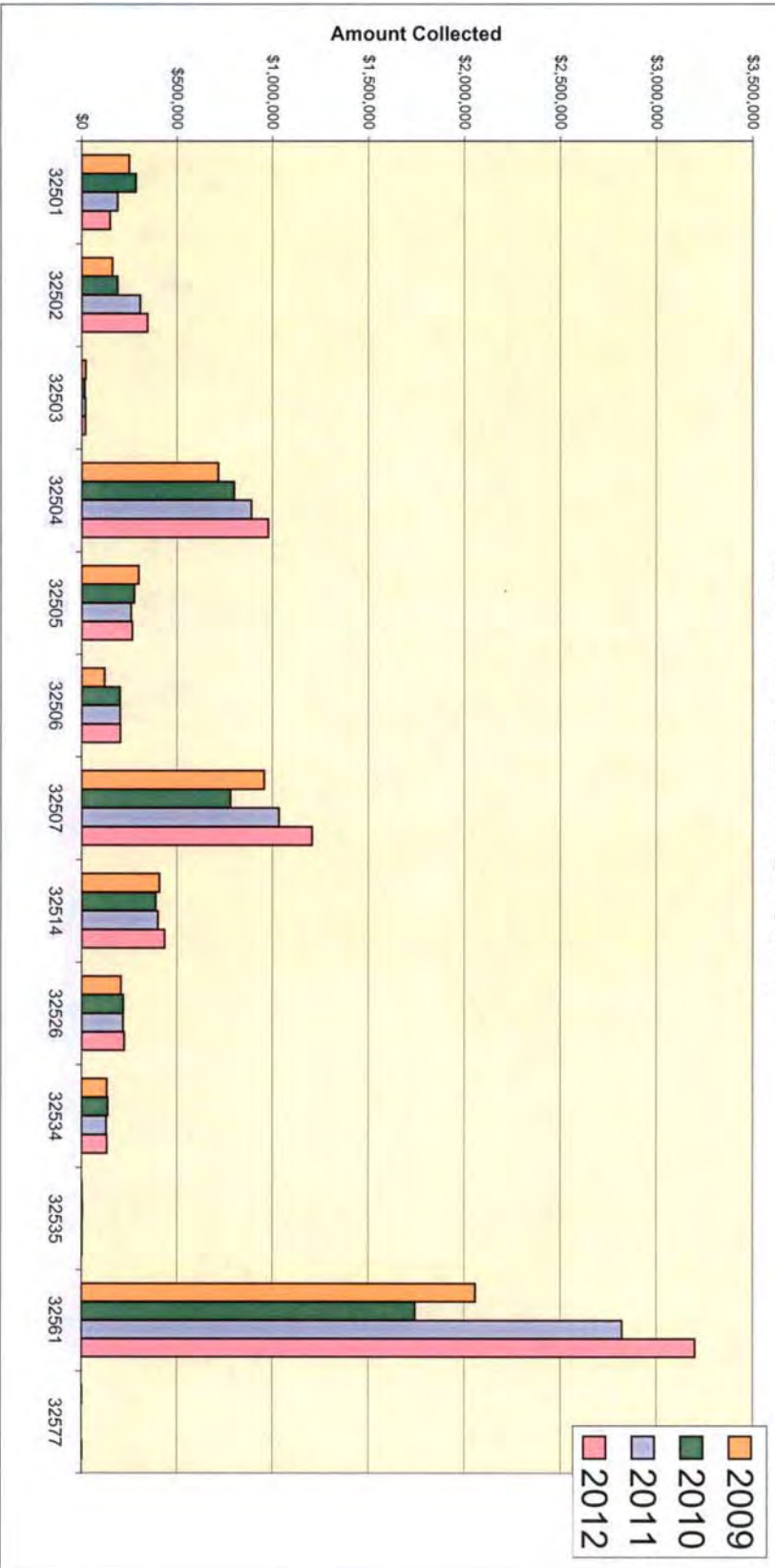
Tourist Development Tax Yearly Total Collections Yearly Comparison



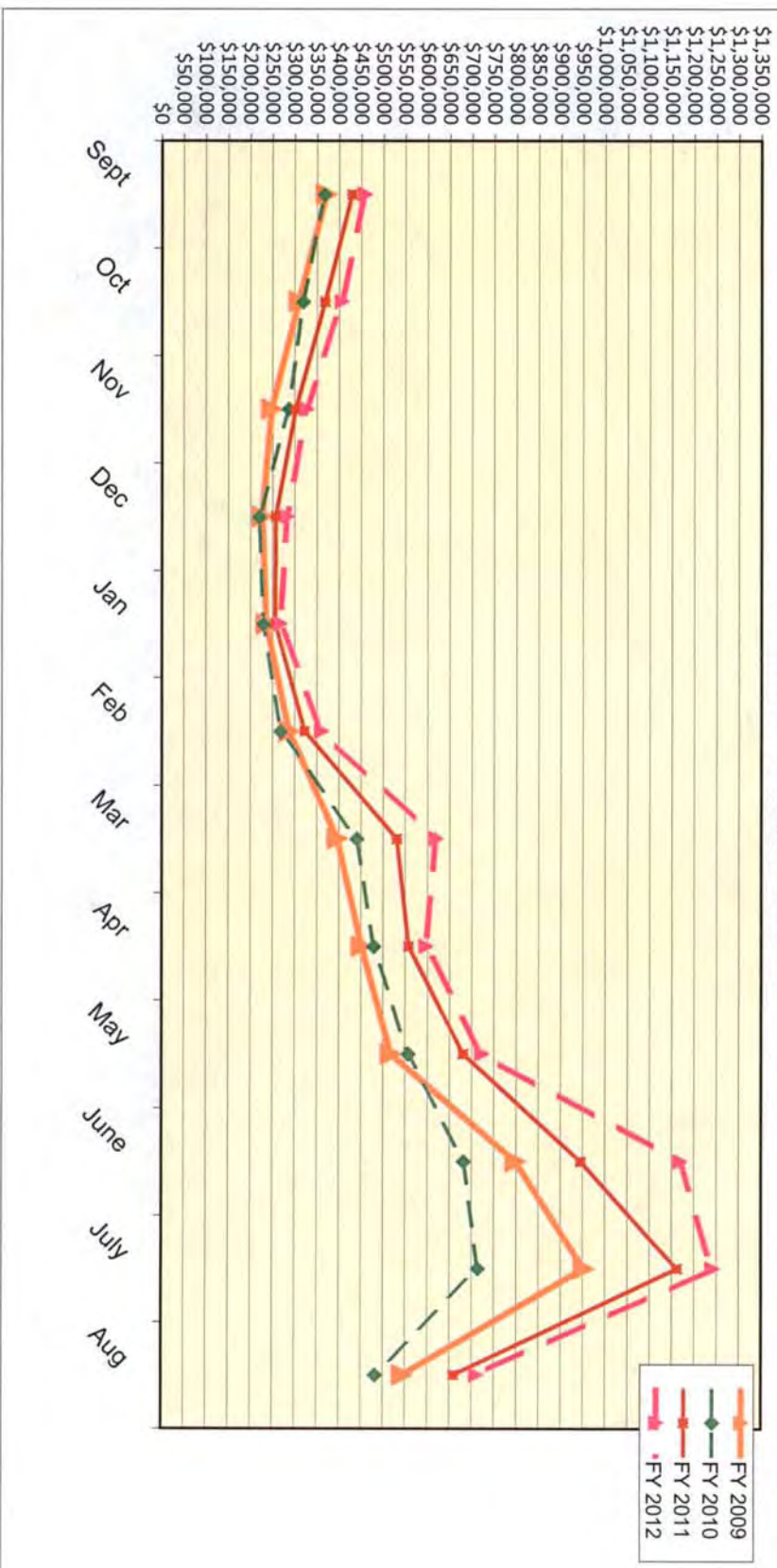
Tourist Development Tax Collections
Fiscal Year 2012
Returns through August 31, 2012



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



**TOURIST DEVELOPMENT TAX
4 YEAR TRENDLINE
FY 2009 - FY 2012
Returns through August 31, 2012**



FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
 ESCAMBIA COUNTY FLORIDA
 FISCAL YEAR 2012
 AS OF SEPTEMBER 30, 2012

Month of Collection	Zip Code									
	32501		32502		32503		32504		32505	
	Downtown Area	% OF Total	Other Downtown Area	% OF Total	Cordova Mall & South Area	% OF Total	Davis & Scenic Hwy South of I-10 Including Airport Area	% OF Total	South of Michigan Av East of Mobile Hwy West of Pace Blvd	% OF Total
10/11	10,252	2%	21,587	5%	1,621	0%	66,469	15%	18,229	4%
11/11	11,569	3%	26,077	6%	1,654	0%	67,517	17%	13,639	3%
12/11	10,117	3%	23,673	7%	1,669	1%	65,599	20%	16,934	5%
01/12	8,427	3%	17,418	6%	780	0%	57,653	20%	13,662	5%
02/12	9,900	4%	19,812	7%	1,322	0%	61,237	23%	15,166	6%
03/12	11,129	3%	23,863	7%	1,153	0%	70,802	20%	26,666	7%
04/12	13,857	2%	32,868	5%	2,001	0%	96,476	16%	32,046	5%
05/12	11,446	2%	30,890	5%	1,898	0%	87,760	15%	23,364	4%
06/12	13,511	2%	37,245	5%	2,392	0%	95,111	13%	27,430	4%
07/12	16,426	1%	39,677	3%	1,248	0%	104,008	9%	34,613	3%
08/12	18,991	2%	42,116	3%	2,567	0%	114,670	9%	29,583	2%
09/12	13,709	2%	30,329	4%	1,336	0%	89,850	13%	14,001	2%
Total	\$ 149,335	2%	345,555	5%	\$ 19,640	0%	\$ 977,152	14%	\$ 265,333	4%

Month of Collection	Zip Code									
	32506		32507		32514		32526		32534	
	Lillian Hwy & Highway 98 Area	% OF Total	Bayou Chico to Perdido Key South of Sorrento Area	% OF Total	Palafox & Scenic Hwy North of I-10 Area	% OF Total	Mobile Hwy North of Michigan Avenue Area	% OF Total	I-10 & Pensacola Blvd North Area	% OF Total
10/11	18,032	4%	68,744	15%	29,674	6%	15,323	3%	8,636	2%
11/11	15,074	4%	45,371	11%	30,181	7%	15,055	4%	8,914	2%
12/11	14,538	4%	27,295	8%	29,083	9%	15,684	5%	8,510	3%
01/12	11,748	4%	26,916	10%	27,933	10%	17,104	6%	8,774	3%
02/12	12,784	5%	26,494	10%	24,125	9%	13,587	5%	7,496	3%
03/12	13,278	4%	37,429	10%	32,590	9%	15,693	4%	10,609	3%
04/12	23,616	4%	85,566	14%	44,393	7%	22,592	4%	14,619	2%
05/12	17,818	3%	83,272	14%	37,655	6%	14,260	2%	12,006	2%
06/12	15,949	2%	103,024	14%	36,924	5%	24,174	3%	11,625	2%
07/12	23,360	2%	278,306	24%	49,106	4%	24,946	2%	13,905	1%
08/12	22,423	2%	270,437	22%	53,130	4%	26,398	2%	16,139	1%
09/12	13,885	2%	153,236	22%	40,211	6%	18,887	3%	11,439	2%
Total	\$ 202,504	3%	\$ 1,206,089	17%	\$ 435,006	6%	\$ 223,703	3%	\$ 132,674	2%

Month of Collection	Zip Code									
	32535		32561		32562		32577		Total Month	% OF Total
	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total		
10/11	162	0%	199,210	43%	-	0%	244	0%	458,182	100%
11/11	359	0%	170,514	42%	-	0%	180	0%	406,106	100%
12/11	141	0%	113,216	35%	-	0%	1	0%	326,460	100%
01/12	70	0%	92,299	33%	-	0%	100	0%	282,885	100%
02/12	-	0%	75,867	28%	-	0%	-	0%	267,790	100%
03/12	242	0%	116,748	32%	-	0%	100	0%	360,302	100%
04/12	186	0%	250,450	40%	-	0%	-	0%	618,669	100%
05/12	136	0%	275,830	46%	-	0%	133	0%	596,467	100%
06/12	145	0%	355,150	49%	-	0%	50	0%	722,731	100%
07/12	138	0%	582,744	50%	-	0%	50	0%	1,168,527	100%
08/12	62	0%	644,027	52%	-	0%	6	0%	1,240,547	100%
09/12	104	0%	323,429	46%	-	0%	15	0%	710,431	100%
Total	\$ 1,743	0%	\$ 3,199,483	45%	\$ -	0%	\$ 879	0%	7,159,096	100%

7,159,096.81
(0.41) Rounding

FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
 ESCAMBIA COUNTY FLORIDA
 FISCAL YEAR 2011
 AS OF SEPTEMBER 30, 2011

Month of Collection	Zip Code									
	32501		32502		32503		32504		32505	
	Downtown Area	% OF Total	Other Downtown Area	% OF Total	Cordova Mall & South Area	% OF Total	Davis & Scenic Hwy South of I-10 including Airport Area	% OF Total	South of Michigan Av East of Mobile Hwy West of Pace Blvd	% OF Total
10/10	21,896	5%	17,684	4%	1,722	0%	70,447	16%	18,874	4%
11/10	23,789	6%	14,335	4%	1,948	1%	69,705	19%	18,057	5%
12/10	21,317	7%	15,137	5%	1,569	1%	57,187	19%	12,376	4%
01/11	17,711	7%	11,472	4%	743	0%	51,025	20%	13,312	5%
02/11	9,918	4%	19,443	8%	1,169	0%	57,730	23%	13,236	5%
03/11	9,794	3%	22,764	7%	1,248	0%	59,147	18%	23,956	7%
04/11	12,775	2%	30,643	6%	2,107	0%	85,200	16%	26,271	5%
05/11	12,961	2%	34,719	6%	1,969	0%	77,667	14%	24,272	4%
06/11	13,476	2%	36,680	5%	1,984	0%	85,383	13%	27,840	4%
07/11	15,257	2%	33,717	4%	1,256	0%	90,089	10%	23,333	2%
08/11	17,450	2%	42,434	4%	2,453	0%	109,367	9%	30,805	3%
09/11	12,189	2%	27,829	4%	1,527	0%	76,595	12%	27,309	4%
Total	\$ 188,534	3%	\$ 306,858	5%	\$ 19,693	0%	\$ 889,542	14%	\$ 259,641	4%

Month of Collection	Zip Code									
	32506		32507		32514		32526		32534	
	Lillian Hwy & Highway 98 Area	% OF Total	Bayou Chico to Perdido Key South of Sorrento Area	% OF Total	Palafox & Scenic Hwy North of I-10 Area	% OF Total	Mobile Hwy North of Michigan Avenue Area	% OF Total	I-10 & Pensacola Blvd North Area	% OF Total
10/10	11,393	3%	60,796	14%	30,769	7%	16,363	4%	9,402	2%
11/10	11,703	3%	41,428	11%	29,710	8%	11,481	3%	9,788	3%
12/10	14,069	5%	30,736	10%	24,728	8%	20,226	7%	7,346	2%
01/11	10,477	4%	28,256	11%	25,345	10%	16,739	7%	9,937	4%
02/11	14,348	6%	26,609	10%	25,237	10%	14,356	6%	9,025	4%
03/11	15,671	5%	33,293	10%	30,339	9%	15,549	5%	11,994	4%
04/11	18,916	4%	68,184	13%	36,272	7%	20,874	4%	13,202	2%
05/11	20,086	4%	70,097	13%	37,541	7%	18,498	3%	11,374	2%
06/11	23,015	3%	91,993	14%	37,466	6%	12,526	2%	11,664	2%
07/11	20,822	2%	208,188	22%	41,336	4%	29,326	3%	12,017	1%
08/11	22,851	2%	267,647	23%	46,567	4%	25,717	2%	14,775	1%
09/11	17,510	3%	106,150	16%	33,898	5%	15,906	2%	9,145	1%
Total	\$ 200,862	3%	\$ 1,033,377	16%	\$ 399,207	6%	\$ 217,561	3%	\$ 129,666	2%

Month of Collection	Zip Code								Total Month	% OF Total
	32535		32561		32562		32577			
	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total		
10/10	220	0%	169,567	40%	-	0%	-	0%	429,133	100%
11/10	257	0%	136,086	37%	-	0%	-	0%	368,286	100%
12/10	234	0%	97,021	32%	-	0%	-	0%	301,946	100%
01/11	67	0%	71,643	28%	-	0%	-	0%	256,727	100%
02/11	124	0%	65,154	25%	-	0%	-	0%	256,349	100%
03/11	128	0%	98,212	30%	-	0%	-	0%	322,095	100%
04/11	242	0%	215,548	41%	-	0%	20	0%	530,253	100%
05/11	260	0%	247,533	44%	-	0%	-	0%	556,977	100%
06/11	272	0%	337,654	50%	-	0%	100	0%	680,051	100%
07/11	140	0%	469,430	50%	-	0%	100	0%	945,010	100%
08/11	-	0%	581,192	50%	-	0%	217	0%	1,161,476	100%
09/11	255	0%	330,583	50%	-	0%	168	0%	659,064	100%
Total	\$ 2,200	0%	\$ 2,819,623	44%	\$ -	0%	\$ 605	0%	\$ 6,467,368	100%

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

		THREE (3%) PERCENT TOURIST TAX DOLLARS COLLECTED 2003-2012											
Month Of Collection	For The Month Of	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012		
OCT	SEP	193,564	224,446	248,504	302,728	245,125	288,077	277,444	274,902	321,850	343,637		
NOV	OCT	190,161	211,517	232,619	262,261	224,646	238,591	231,361	238,423	276,214	304,579		
DEC	NOV	156,742	182,428	214,278	229,491	212,939	206,205	185,367	214,475	226,459	244,845		
JAN	DEC	129,124	143,891	208,669	198,766	179,798	163,665	169,734	164,750	192,546	212,164		
FEB	JAN	150,788	142,928	201,031	205,121	179,184	180,694	176,773	171,885	192,262	200,843		
MAR	FEB	180,228	221,737	205,903	225,806	212,686	227,362	215,131	201,473	241,571	270,226		
APR	MAR	278,843	313,139	261,605	312,491	328,479	344,151	297,195	330,261	397,690	464,002		
MAY	APR	293,130	338,856	259,188	288,754	315,555	303,720	338,268	358,871	417,733	447,350		
JUN	MAY	323,467	346,125	295,677	343,616	387,614	474,863	387,513	417,285	510,038	542,048		
JUL	JUN	461,018	502,598	332,603	426,840	590,236	605,739	598,667	510,928	708,757	876,396		
AUG	JUL	558,939	684,447	334,319	544,447	655,699	687,552	714,120	535,005	871,107	930,410		
SEP	AUG	356,367	271,669	314,529	321,341	416,454	422,501	407,425	361,349	494,298	532,823		
TOTAL		3,272,369	3,583,780	3,108,925	3,661,662	3,948,415	4,143,120	3,998,998	3,779,607	4,850,526	5,369,323		

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

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

		ADDITIONAL ONE (1%) PERCENT TOURIST TAX DOLLARS COLLECTED 2003-2012											
Month Of Collection	For The Month Of	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012		
OCT	SEP	61,683	72,025	80,772	100,760	81,708	96,026	92,482	91,634	107,283	114,546		
NOV	OCT	61,914	68,243	77,125	87,266	74,882	79,530	77,120	79,474	92,072	101,526		
DEC	NOV	51,137	59,544	71,106	76,287	70,980	68,735	61,789	71,492	75,487	81,615		
JAN	DEC	41,904	46,802	69,486	65,960	59,933	54,555	56,578	54,917	64,182	70,721		
FEB	JAN	48,987	46,458	66,731	67,836	59,728	60,231	58,924	57,295	64,087	66,948		
MAR	FEB	58,194	71,404	68,324	74,453	70,895	75,787	71,710	67,158	80,524	90,075		
APR	MAR	89,840	100,682	86,518	103,411	109,493	114,717	99,065	110,087	132,563	154,867		
MAY	APR	93,398	107,864	85,729	94,971	105,185	101,240	112,756	119,624	139,244	149,117		
JUN	MAY	104,959	115,334	96,938	113,025	129,205	158,288	129,171	139,095	170,013	180,683		
JUL	JUN	153,673	167,533	107,972	142,210	196,745	201,913	199,556	170,309	236,252	292,132		
AUG	JUL	186,313	228,149	109,628	181,477	218,566	229,184	238,040	178,335	290,369	310,137		
SEP	AUG	118,789	90,556	104,749	107,114	138,818	140,834	135,808	120,450	164,766	177,608		
TOTAL		1,070,790	1,174,593	1,025,076	1,214,769	1,316,138	1,381,040	1,332,999	1,259,869	1,616,842	1,789,774		

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



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

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

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

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

MEMORANDUM

TO: Honorable Board of County Commissioners

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

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

DATE: October 9, 2012

SUBJECT: September 2012 Investment Report

2012 OCT -9 A 10:18
 THE BOARD OF
 COMMISSIONERS
 ERNIE LEE MAGAHA
 CLERK OF CIRCUIT COURT
 ESCAMBIA COUNTY, FL

RECOMMENDATION:

That the Board accepts, for filing with the Board's Minutes, the Investment Report for the month ended September 30, 2012 as required by Ordinance 95-13.

The total portfolio earnings for the month of September equaled \$111,419. The short term portfolio achieved an average yield of .23%. This yield should be compared to the benchmark of the Standard & Poor's Government Investment Pool 30 Day index yielding .07%. The core portfolio achieved an average Yield to Maturity at Cost of 1.22% and should be compared to the benchmark of the Merrill Lynch 1 – 5 Year Treasury Index yielding .006%.

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

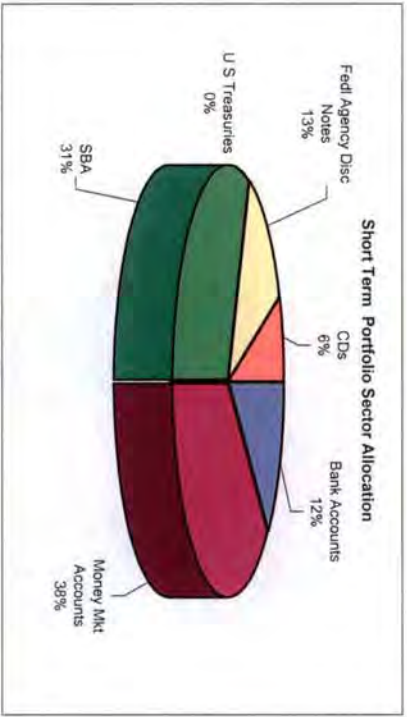
If you have any questions or comments, please do not hesitate to call me at 595-4825.

PLS/CM/nac

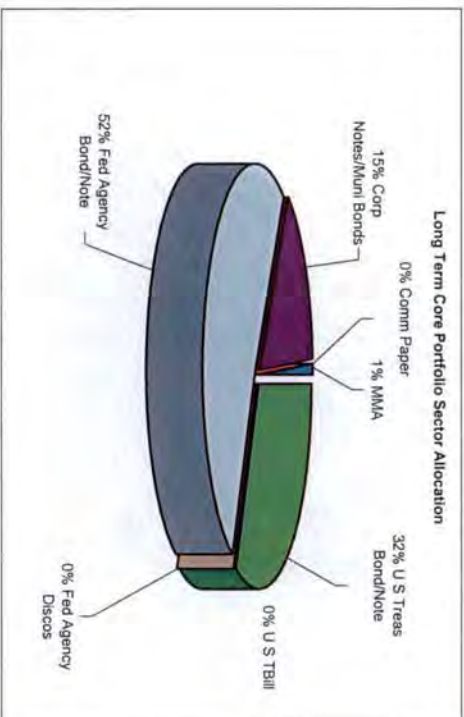


ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO SUMMARY REPORT
FISCAL YEAR 2011-2012
September 30, 2012

PORTFOLIO COMPOSITION



SHORT TERM PORTFOLIO (Maturities < or = to 1 Year):			
	Par Value	Market Value	Percent
Bank Accounts	\$ 9,213,507	\$ 9,213,507	12%
Money Market Accounts	29,878,010	29,878,010	38%
State Board of Administration	24,084,855	24,084,855	31%
U S Treasuries	-	-	0%
Federal Agency/Discount Notes	10,000,000	9,999,955	13%
Certificates of Deposit	5,000,000	5,000,000	6%
Total Short Term Portfolio Assets:	\$ 78,176,372	\$ 78,176,327	100%
Short Term Portfolio Yield:	0.23%	YTD Earnings: \$194,646	
Benchmark S&P GIP Index 30 Day:	0.07%		



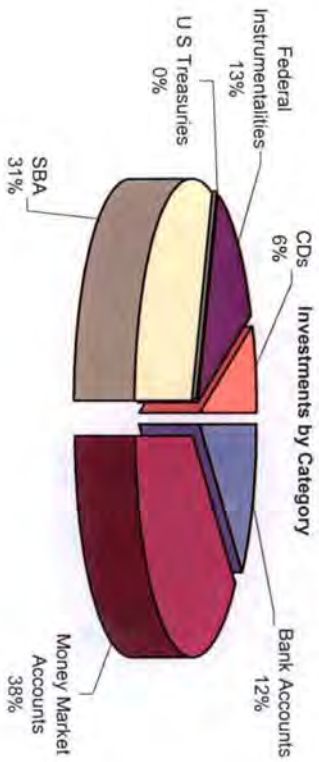
LONG TERM CORE PORTFOLIO (Maturities > 1 Year):			
	Par Value	Market Value	Percent
US Treasury Bond/Notes	\$ 32,760,000	\$ 34,026,934	32%
US Treasury Bill	-	-	0%
Federal Agency Discount Notes	52,900,000	54,797,659	52%
Federal Agency Bond/Note	15,025,000	15,267,241	15%
Corporate Notes/Muni Bonds	-	-	0%
Commercial Paper	977,481	977,481	1%
Federated Govt Money Market Fund	-	-	0%
Total Managed CORE Assets:	\$101,662,481	\$105,069,315	100%
CORE Portfolio Yield to Maturity at Cost:	1.22%	YTD Earnings: \$ 1,627,428	
CORE Portfolio Yield to Maturity at Market:	0.44%		
Benchmark Merrill Lynch 1-3 Yr Treasury Index:	0.009%		
Benchmark Merrill Lynch 1-5 Yr Treasury Index:	0.006%		

Total Portfolio: \$179,838,852 \$ 183,245,642
Current Month Earnings: \$ 111,419
Year to Date Earnings: \$ 1,822,074

**ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
SHORT TERM INVESTMENT PORTFOLIO REPORT
FISCAL YEAR 2011-2012
September 30, 2012**

Portfolio Balance:	\$78,176,214
Portfolio Yield:	0.23%
Current Month Earnings:	\$4,833
Year-to-Date Earnings:	\$152,241

PORTFOLIO COMPOSITION DISTRIBUTION



Bank Accounts
Money Market Accounts
State Board of Administration
U.S. Treasuries
Federal Instrumentalities
Certificates of Deposit

Book Value	Weighted Avg Maturity (in days)
\$9,213,507	n/a
\$29,878,010	n/a
\$24,084,855	n/a
\$0	0
\$9,999,842	9
\$5,000,000	327
\$78,176,214	100.00%

PORTFOLIO MATURITY DISTRIBUTION (Federal Instruments and CDS)					
0-30 Days	31-90 Days	91-120 Days	121-180 Days	181-365 Days	Total
\$9,999,842	\$0	\$0	\$0	\$5,000,000	\$14,999,842

PORTFOLIO COMPARISON TO BENCHMARK	
Portfolio Yield:	0.23%
S & P GIP Index 30 Day	0.07%

INVESTMENTS PORTFOLIO COMPOSITION
ESCAMBIA COUNTY, FLORIDA
 September 30, 2012

Security Description	Purchase Date	Maturity Date	Interest or Coupon Rate	Yield to Maturity	Face Value	Market Value 9/30/2012	Book Value 9/30/2012	Actual Percentage	Portfolio Limit	Issuer Percentage	Issuer Limit	
BANK ACCOUNTS:												
BANK OF AMERICA (DEPOSITORY)			0.30%	NA	8,534,811	8,534,811	8,534,811					
BANK OF AMERICA (SHIP)			0.30%	NA	598,433	598,433	598,433					
BANK OF AMERICA (DDA)			0.30%	NA	80,263	80,263	80,263					
TOTAL BANK ACCOUNT					9,213,507	9,213,507	9,213,507	11.79%				
FEDERAL INSTRUMENTALITIES:												
BRANCH BANKING AND TRUST (MONEY MKT) ACCOUNT			0.15%	NA	24,764,655	24,764,655	24,764,655			31.68%	10,000%	
SUNTRUST NOW (MONEY MKT) ACCOUNT			0.12%	NA	102,543	102,543	102,543			0.13%	10,000%	
SERVISFIRST (MONEY MKT) ACCOUNT			0.30%	NA	5,010,812	5,010,812	5,010,812			6.41%	10,000%	
TOTAL MONEY MARKET ACCOUNT					29,878,010	29,878,010	29,878,010	38.22%	20.00%			
STATE BOARD OF ADMINISTRATION Acct #141071			0.32%	NA	24,084,855	24,084,855	24,084,855			30.81%	50.00%	
TOTAL STATE BOARD OF ADMINISTRATION					24,084,855	24,084,855	24,084,855	30.81%	50.00%			
FEDERAL INSTRUMENTALITIES:												
MSSB-FHLB	12/14/2011	10/15/2012	0.08%	0.08%	5,000,000	4,999,960	4,999,960			6.40%	25.00%	
TOTAL MSSB					5,000,000	4,999,960	4,999,960			6.40%	25.00%	
UBSPW-FHLMC	1/5/2012	10/2/2012	0.10%	0.10%	5,000,000	4,999,995	4,999,986			6.40%	25.00%	
TOTAL FEDERAL INSTRUMENTALITIES					10,000,000	9,999,955	9,999,942	12.79%	100.00%			
CERTIFICATES OF DEPOSITS:												
SERVISFIRST	8/24/12	8/23/13	0.45%	0.45%	5,000,000	5,000,000	5,000,000			6.40%	10.00%	
TOTAL SERVISFIRST BANK					5,000,000	5,000,000	5,000,000			6.40%	10.00%	
TOTAL CERTIFICATES OF DEPOSITS					5,000,000	5,000,000	5,000,000	6.40%	20.00%			
INTEREST RECEIVABLE AS OF:												
	9/30/2012					78,176,327	78,176,214			100.00%		
TOTAL INVESTMENTS												
	9/30/2012					78,176,372	78,176,214			100.00%		
INTEREST RECEIVABLE AS OF:												
	9/30/2012					2,338						
TOTAL EQUITY IN INVESTMENTS AS OF:												
	9/30/2012					78,178,552						
TOTAL LONG TERM CORE PORTFOLIO ASSETS AS OF:												
	9/30/2012					103,397,284						
TOTAL EQUITY IN INVESTMENTS AS OF:												
	9/30/2012					181,575,836						



Managed Account Issuer Summary

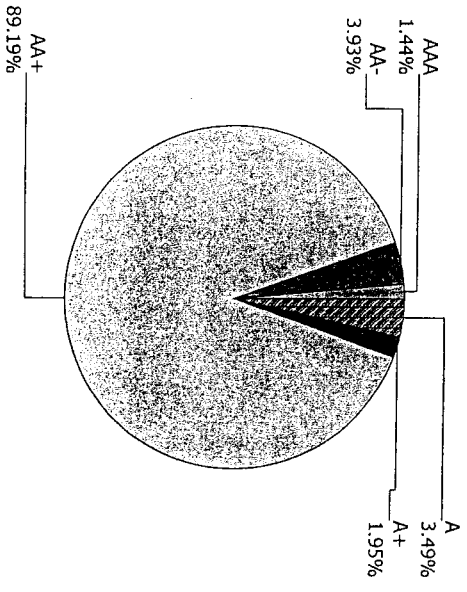
For the Month Ending September 30, 2012

ESCAMBIA COUNTY LONG TERM PORTFOLIO - 25000100

Issuer Summary

Issuer	Market Value of Holdings	Percent
BANK OF NEW YORK	2,026,968.00	1.95
CALLEGUA WTR DIST, CA	1,503,150.00	1.44
DEERE & COMPANY	2,523,979.71	2.42
FANNIE MAE	25,144,611.63	24.16
FEDERAL FARM CREDIT BANKS	3,536,337.20	3.40
FEDERAL HOME LOAN BANKS	4,112,554.32	3.95
FREDIE MAC	22,004,156.00	21.14
GENERAL ELECTRIC CO	4,013,735.70	3.86
MCDONALD'S CORPORATION	1,110,509.40	1.07
PROCTER & GAMBLE CO	3,018,957.00	2.90
STATE OF MICHIGAN	1,069,941.60	1.03
UNITED STATES TREASURY	34,026,933.86	32.68
Total	\$104,091,834.42	100.00%

Credit Quality (S&P Ratings)



PFM Asset Management LLC



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-3360 **Clerk & Comptroller's Report** **13. 2.**

BCC Regular Meeting

Meeting Date: 10/18/2012

Issue: Minutes and Reports

From: Doris Harris, Deputy Clerk to the Board

Organization: Clerk & Comptroller's Office

Recommendation:

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

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

A. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held October 4, 2012; and

B. Approve the Minutes of the Regular Board Meeting held October 4, 2012.

Attachments

CR I-2

REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA WORK SESSION
HELD OCTOBER 4, 2012
BOARD CHAMBERS, FIRST FLOOR, ESCAMBIA COUNTY GOVERNMENTAL COMPLEX
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:03 a.m. – 9:51 a.m.)

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

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

1. FOR INFORMATION: The agenda package for the 5:30 p.m., October 4, 2012, Regular Board Meeting was reviewed as follows:
 - A. Judy H. Witterstaeter, Program Coordinator, County Administrator's Office, reviewed the agenda cover sheet;
 - B. Patricia L. Sheldon, Clerk and Comptroller's Administrator of Financial Services, reviewed the Clerk's Report;
 - C. T. Lloyd Kerr, Director, Development Services Department, and County Attorney Rogers reviewed the Growth Management Report;
 - D. County Administrator Oliver; County Attorney Rogers; Judy H. Witterstaeter, Program Coordinator, County Administrator's Office; Larry Goodwin, Real Estate Acquisition Manager, Public Works Department; Larry M. Newsom, Assistant County Administrator; Kathleen Dough-Castro, Division Manager, Public Information Office; Amy Lovoy, Director, Management and Budget Services Department; and Cameron Johnson, Communications Coordinator, Public Information Office, reviewed the County Administrator's Report; and
 - E. County Attorney Rogers reviewed the County Attorney's Report.

NAME

DEPARTMENT/AGENCY

1	Patty Sheldon	Clerk + Comptroller Finance
2	Doris Harris	Clerk to the Board
3	RAUDY OLIVER	COUNTY ADMINISTRATOR
4	Judith H. Witterstaeter	CAO
5	Wilson B. Robertson	BCC
6	Marie A. Young	Soccc
7	Gene C. [Signature]	Boccc
8	KEVIN W WHITE	BCC
9	[Signature]	City Atty
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NAME

DEPARTMENT/AGENCY

1	LARRY GOODWIN	P/W
2	Cam Johnson	PIO
3	Brandi Zislar	PIO
4	Gary Lowry	MBS
5	Claudia Sumner	Purch
6	Pat Johnson	DRM
7	Russell Scariff	
8	Don't list Bales	citizen
9	Lee/...	ECHFA
10	Barry Winkler	NEEP
11	Wes Moreno	P/W
12	Becky Azetta	BCC D4
13	Adlyson Cain	DSD
14	Keith Wilkins	C&E
15	John D. ...	PW
16	Don	BCC-2
17	Deanne Simpson	Co. Atty Office
18	Rawn York	BCC Pitts
19	Lloyd Kell	Development Service,
20	Ilana Brunzell	BCC-D1
21	Felicia Knight Marlow	CED-EXT
22	Amy Nixon	EFE
23	Bob Dennis	MBS/Purchasing
24	DAVID Musselwhite	IT
25	Larry Newsom	Admin
26	Cheryl A Watson	SWMID
27	Gary Bush	ECFM
28	Mike Weaver	PS
29	Lammie Barker	Collections
30		



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3258

County Administrator's Report 13. 1.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 10/18/2012

Issue: Enterprise Zone Development Agency Third Quarterly Report

From: Keith Wilkins, REP, Department Director

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Enterprise Zone Development Agency Third Quarterly Report - Keith Wilkins, REP, Community & Environment Department Director

That the Board accept, for filing with the October 18, 2012, Board's Minutes, the Information Report concerning the Enterprise Zone Development Agency (EZDA) Third Quarterly Report.

BACKGROUND:

In accordance with Ordinance 2003-48, creating the Escambia County EZDA, the agency is required to provide annual reports to the Board to evaluate the progress in implementing Escambia County's Enterprise Zone (EZ) Strategic Plan.

The Information Report to the Board consists of a copy of the EZDA Third Quarterly Report (April 1 - June 30, 2012) submitted to the State of Florida, Office of Tourism, Trade and Economic Development.

BUDGETARY IMPACT:

There was no budgetary impact.

LEGAL CONSIDERATIONS/SIGN-OFF:

Legal consideration was not necessary for this Quarterly Report.

PERSONNEL:

Community & Environment Department/Community Redevelopment Agency (CED/CRA) staff shall provide all administrative and staff services for the agency.

POLICY/REQUIREMENT FOR BOARD ACTION:

This information report is being provided in accordance with the requirements of Ordinance 2003-48.

IMPLEMENTATION/COORDINATION:

Preparation of the EZDA Third Quarterly Report was coordinated with the following County Departments: County Attorney's Office, Development Services Department, Neighborhood Enterprise Foundation, Inc., and Public Works Department. The Chairperson of the EZDA Board approved the content of the information report.

Attachments

3rd Quarter EZDA 2012



EZDA 3RD QUARTER REPORT

April 1 – June 30, 2012

**Prepared by the Escambia County
Community & Environment Department
Community Redevelopment Agency**

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 - Clean Sweeps

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Executive Summary

Introduction

This quarterly report of the Escambia County Enterprise Zone #1703 (EZ) is submitted to the Department of Economic Opportunity (DEO) in accordance with F.S. 290.014. This report summarizes the results of the EZ Program during the timeframe of April 1, 2012 through June 30, 2012. The purpose of this report is to examine and provide the impact of the EZ Program and monitor the use of the state and local incentives.

The Enterprise Zone Development Agency Board (EZDA), County staff, and development partners continue to implement the major goals outlined in the EZ Strategic Plan and provide updated information on a quarterly basis.

Results from April 1 to June 30, 2012

During this 3rd quarter, the following operations and accomplishments were reported:

<u>1</u>	Enterprise Zone Development Agency (EZDA) Board Meeting
<u>0</u>	EZ Workshop
<u>4</u>	Technical Assistance
<u>35</u>	Met in Person
<u>120</u>	Phone Calls/Emails
<u>15</u>	Incentive Packets Mailed
<u>4</u>	Business Assisted (Type: Construction, Retail & DayCare Services)
<u>4</u>	New Business located in the EZ*
<u>23</u>	New Jobs created in the EZ*
<u>\$39,376</u>	Local Incentives Awarded (Grants & Hazardous Tree Program)
<u>\$0</u>	State Incentives Awarded
<u>\$131,445</u>	Capital Improvement Projects (TIF Funded)
<u>\$2.75 mil</u>	Capital Improvement Projects (CDBG & Other Sources)
<u>\$59,323</u>	Brownfields
<u>\$144,918</u>	CRA Maintenance (Street lighting & Streetscape)
<u>\$17,142</u>	Property Acquisition
<u>\$68,153</u>	Housing Projects (SHIP Funds)
<u>\$5,299</u>	Brownsville Murals (7 completed)

**Data collected from Janet Holley's Occupational Licenses*

Mission Statement

To revitalize the Enterprise Zone by building upon current Escambia County Community Redevelopment efforts that will induce business investments, increase livable-wage jobs, promote sustainable economic development, and ensure a better quality of life for the residents.

Escambia County's EZ Strategic Plan identified the following seven major goal areas: Business Development, Workforce Development, Neighborhood and Housing Development, Environment, Infrastructure, Physical Appearance, and Public Safety and Security.

EZDA BOARD STRUCTURE



Enterprise Zone Incentives

The Florida Enterprise Zone (EZ) Program includes financial incentives which are offered to businesses to encourage private investment and increase employment opportunities for enterprise zone residents. These incentives are available to businesses and/or residents located within the County's designated zone. These incentives are listed as follows:

- **EZ Jobs Tax Credit (Sales & Use Tax) –**
Businesses located in an EZ, who collect and pay Florida sales and use tax, are allowed a monthly credit against their sales tax due on wages paid to new employees who have been employed for at least three months and live in an EZ area.
- **EZ Jobs Tax Credit (Corporate Income Tax- "C" corp) -**
Businesses located in an EZ, who pay Florida Corporate Income Tax, are allowed a corporate income tax credit for wages paid to new employees who have been employed for at least three months and live in an EZ area.
- **EZ Property Tax Credit (EDATE) –**
New or expanded businesses located in an EZ are allowed a credit on their Florida Income Tax equal to 96% of ad valorem taxes paid on the new or improved property according to the County's assessment rate.
- **EZ Building Materials Sales Tax Refund –**
A refund is available for State sales tax paid on the purchase of building materials used to rehabilitate real property located in the EZ.
- **EZ Business Equipment Sales Tax Refund –**
A refund is available for State sales tax paid on the purchase of certain business equipment, which is used exclusively in the EZ for at least three years. The minimum purchase price of the equipment is \$5,000 per unit.
- **Community Contribution Tax Credit Program –**
Businesses located in an EZ area are eligible for a tax credit of up to 50% on Florida Corporate Income Tax or Insurance Premium Tax as well as a sales tax refund for eligible donations made to approved community development projects.
- **Exemption for a Licensed Child Care Facility in an EZ –**
This incentive is an exemption of ad valorem property tax for childcare facilities operating in an EZ area. The child care facility must be owned and operated by the property owner.

ENTERPRISE ZONE INCENTIVES

There were no state incentives submitted to the Department of Economic Opportunity (DEO) for approval during the period from April 1 through June 30, 2012.

STATE INCENTIVES	TAX INCENTIVE TYPE	APPROVED AMOUNT	NUMBER OF APPROVALS
Building Materials Sales Tax Refund	Sales Tax	\$0	0
Business Equipment Sales Tax Refund	Sales Tax	\$0	0
Jobs Tax Credit	Sales Tax	\$0	0
Jobs Tax Credit	Corporate Income Tax	\$0	0
Property Tax Credit	Corporate Income Tax	\$0	0
TOTAL		\$0	0

LOCAL GRANT INCENTIVES

LOCAL INCENTIVES	GRANT AMOUNT	NUMBER OF GRANTS APPROVED	PRIVATE SECTOR INVESTMENT
FAÇADE GRANT	\$21,175	3	\$44,000
SIGN GRANT	\$2,000	1	\$5000
RESIDENTIAL REHAB GRANT	\$15,101	7	\$32,000
Hazardous Tree Removal	\$1,100	2	0
TOTAL	\$39,376	13	\$81,000



LOCAL GRANTS -

Local incentives are provided through the County's Community Redevelopment Agency (CRA) Tax Increment Financing (TIF) to fund the Commercial Façade and Sign Grants, Residential Rehab Grants, and Hazardous Tree Program. During this quarter, there were 13 applications submitted and approved with awards totaling \$39,376 which



stimulated over \$81,000 in private sector investment. These incentives provided funds for local commercial businesses and residents located in the redevelopment districts and EZ areas. These grants support the CRA mission to revitalize the areas, induce business and residential investment, and promote sustainable economic development.

NEIGHBORHOOD AND HOUSING DEVELOPMENT -

EZ's goal and strategy are to actively promote residential and neighborhood revitalization and increase affordable housing opportunities in the EZ. During this quarter, multiple first time homebuyer programs are available for eligible homebuyers.



Some programs, such as the Neighborhood Stabilization Program (NSP), specifically target EZ areas. This quarter, 1 first time homebuyer received principal mortgage reduction and down payment/closing cost

assistance through the NSP of \$50,000 for a formerly foreclosed property. Total assistance through homebuyer programs this quarter totals \$50,000.

Another EZ goal relates to the rehabilitation of housing units in fair or poor condition within the EZ. Escambia County provides multiple rehabilitation programs, depending on the condition of the unit. This quarter, 1 homeowner was assisted with roofing repair assistance through the SHIP Program, with a total of \$13,153 in funds. Total assistance in the EZ through Escambia County rehabilitation programs this quarter was \$13,153.

Also during this quarter, the Design & Planning process has been initiated on the Clinton Cox Special Needs Rental Housing Project in the Brownsville Redevelopment District, with \$5,000 in HOME/SHIP funding.

Construction continues on the Waterfront Mission Centralized Homeless Housing and Services Facility located in the Palafox Redevelopment District. This project is funded through private sector reinvestment funds and State CDBG Disaster Recovery funds. During this quarter, there have been \$280,417 expended in CDBG funds and \$523,360 expended in private sector reinvestment funds.



SPECIAL PROJECT -

Brownsville Murals - The Escambia County Community Redevelopment Agency (CRA) partnering with Lamar Advertising has initiated a *Celebrate Brownsville* Mural Project. These local art pieces are hung on the outside of buildings along the West Cervantes St. / Mobile Hwy corridor. This is a temporary exhibit intended to display new art on a rotating basis. CRA staff solicits business owners to participate in this innovative project. The CRA continues to assist in the mission to revitalize and promote economic development in the Brownsville redevelopment district. CRA's continues to promote vision to build a real momentum for creating a more inclusive community, to honors collaboration and pride through using local artists. There were seven Murals completed that totaled \$5,299 from the Brownsville Tax Increment Funds (TIF).



Brownsville Mural



Brownsville Murals

CLEAN SWEEPS -

During this quarter, 9 neighborhood clean sweeps were completed with a total cost of \$69,789 funded through TIF. Neighborhood meetings were held prior to the cleanups informing and educating residents on proper disposal of debris, household appliances, hazardous waste, tires and furniture. A total of 369 tons of trash and debris were removed from Barrancas, Palafox, and Warrington Districts.



CAPITAL IMPROVEMENT PROJECTS (CIP) -

The CRA continues to improve public infrastructure and implement CIP Projects to enhance the quality of life in the CRA targeted districts. There were several CIP Projects that are underway or have been completed this quarter. **Barrancas District** - The Lakewood Sanitary Sewer Expansion Project, includes the installation of sewer lines, sidewalks, and road resurfacing, is near completion in the Lakewood community. Funds expended this quarter were over **\$1.54 million** in CDBG funds. The Mahogany Mill Road and Boat Ramp construction plans have been completed with anticipated construction to start next month. Total project cost is estimated at 1.6 million which \$75,000 of the total cost funded through the Barrancas TIF and the remaining funded through BP National Resources Damage Assessment (BPNRDA). **Brownsville District** – Final design plans and pricing agreements have been completed for the Jackson Street Sidewalk Project from “T” Street to Old Corry Field Road. Total cost of this project is estimated at **\$450,000** funded by the Brownsville TIF.

CRA continues to acquire property to revitalize and redevelopment. Total cost for property appraisals and feasibility studies expended were **\$17,142** funded by TIF.

Warrington District – The Navy Boulevard Design Guidelines Manual was adopted by the BCC Board in May 2012. The Corridor Management Plan is in its initial phase. Total funds expended were **\$32,000** through the Warrington TIF. Another project was the Davenport Bayou Sidewalks, connecting streets which lead to the neighborhood community park. The initial plans are near completion. Also during this quarter, the new Sheriff’s Precinct in Warrington open its 6,000 square foot building on Navy Boulevard adjacent to Warrington Elementary School to be used by Sheriff’s deputies and Emergency Medical Services personnel.

CAPITAL IMPROVEMENT PROJECTS (CIP)

Funded through TIF

DIST.	REDEV. AREA	PROJECT NAME	AMOUNT AWARDED	EXPENDED THIS QUARTER	# OF PROJ.
2	BARRANCAS	MAHOGANY MILL BOAT RAMP	\$1.5 mil	\$0	1
3	BROWNSVILLE	JACKSON ST SIDEWALKS	\$450,000	\$49,495	1
2	WARRINGTON	DAVENPORT BAYOU SIDEWALKS	\$230,000	\$49,950	1
		JAUNITA WILLIAMS PARK	\$55,000	\$0	1
		NAVY BLVD DESIGN GUIDELINES & CMP	\$200,000	\$32,000	2
TOTALS			\$2.4 mil	\$131,445	6



CAPITAL IMPROVEMENT PROJECTS (CIP)

Funded through CDBG, LOST III & other Sources

DIST.	REDEV. AREA	PROJECT NAME	AMOUNT AWARDED	EXPENDED THIS QUARTER	# OF PROJ.
2	BARRANCAS	LAKWOOD SEWER EXPANSION & ROAD RESURFACING	\$3.2 mil	\$1.54 mil	2
3	BROWNSVILLE	PATHWAYS FOR CHANGE SPECIAL NEEDS FACILITY	\$480,000	\$5,000	1
3	ENGLEWOOD				
3	PALAFOX	WATERFRONT RESCUE MISSION FACILITY	\$2.68 mil	\$803,777	1
		HERMAN ST SIDEWALK PROJECT	\$90,415	\$0	
2	WARRINGTON	BEACH HAVEN SEWER & DRAINAGE PROJECT	\$9.5 mil	\$400,000	1
TOTALS			\$15.95 mil	\$2.75 mil	5

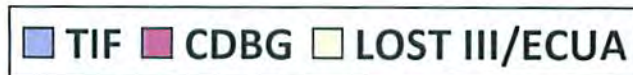
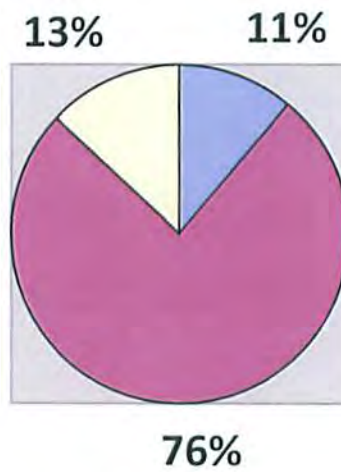
BROWNFIELDS PROJECTS

Funded through TIF

DIST.	REDEV. AREA	PROJECT NAME	AMOUNT AWARDED	EXPENDED THIS QUARTER	# OF PROJ.
3	BROWNSVILE	3300 MOBILE HWY – ENVIRONMENTAL ASSESSMENT		\$10,297	2
3	PALAFOX	IRON TRIANGLE – ENVIRONMENTAL ASSESSMENT		\$49,026	1
TOTALS				\$59,323	3



SUMMARY OF FUNDING SOURCES USED IN THE CRA DISTRICTS April - June 2012





BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3262

County Administrator's Report 13. 2.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 10/18/2012

Issue: CRA Minutes, September 17, 2012

From: Keith Wilkins, REP, Department Director

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning CRA Meeting Minutes September 17, 2012 - Keith Wilkins, REP, Community & Environment Department Director

That the Board accept for filing with the Board's Minutes, the September 17, 2012, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Carolyn Barbour, Senior Office Support Assistant.

BACKGROUND:

On September 17, 2012, a CRA meeting was convened to consider approval of multiple agenda items. A copy of the meeting minutes are attached.

BUDGETARY IMPACT:

There is no budgetary impact.

LEGAL CONSIDERATIONS/SIGN-OFF:

No legal sign-off is necessary for this recommendation.

PERSONNEL:

CED/CRA staff compile the minutes for all CRA Board Meetings. No additional personnel is necessary.

POLICY/REQUIREMENT FOR BOARD ACTION:

It is policy that all Board Minutes be approved by the CRA Board.

IMPLEMENTATION/COORDINATION:

There are no Implementation or Coordination tasks associated with this recommendation.

Attachments

Minutes September 17 CRA



**MINUTES
COMMUNITY REDEVELOPMENT AGENCY
September 17, 2012
8:45 a.m.**

**BOARD CHAMBERS, FIRST FLOOR, ESCAMBIA COUNTY COURTHOUSE
221 PALAFOX PLACE, PENSACOLA, FLORIDA**

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

Absent: Marie Young, Chair

Staff Present: Mr. Charles R. "Randy" Oliver, County
Administrator
Alison Rogers, County Attorney
Clara Long, Urban Planner

Attendees: Taylor "Chips" Kirschenfeld, Acting Dept Director

Call to Order.

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

Proof of publication

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

I. Technical/Public Service

- 1 Recommendation Concerning CRA Meeting Minutes August 23, 2012 - Keith Wilkins,
REP, Community & Environment Department Director

That the Board accept for filing with the Board's Minutes, the August 23, 2012
Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Carolyn
Barbour, Senior Office Support Assistant, CRA.

Motion made by Commissioner Kevin White, Seconded by Commissioner Grover Robinson, IV

Vote: 4 - 0 - Unanimously

II. Budget/Finance

1 Recommendation Concerning Residential Rehab Grant Funding and Lien Agreements for 223 Payne Road - Keith Wilkins. REP. Community and Environment Department Director

That the Board ratify the following September 17, 2012 action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Funding and Lien Agreements for the property located at 223 Payne Road:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Charles G. and Lois D. Nickels, the owners of residential property located at 223 Payne Road, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$982 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, for 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.

Motion made by Commissioner Kevin White, Seconded by Commissioner Grover Robinson, IV

Vote: 4 - 0 - Unanimously

2 Recommendation Concerning Residential Rehab Grant Funding and Lien Agreements for 228 Payne Road - Keith Wilkins. REP. Community and Environment Department Director

That the Board ratify the following September 17, 2012 action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Funding and Lien Agreements for the property located at 228 Payne Road:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and John G. and Mary N. McKeon, the owners of residential property located at 228 Payne Road, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$1,700, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, for connecting to sanitary sewer; and

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

Motion made by Commissioner Kevin White, Seconded by Commissioner Grover Robinson, IV

Vote: 4 - 0 - Unanimously

III. Discussion/Information Items

Adjournment.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-3281

County Administrator's Report 13. 3.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 10/18/2012

Issue: Schedule a Public Hearing to Consider the Petition to Vacate All Road Rights-of-Way in Mariner Village Subdivision

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Scheduling of a Public Hearing to Consider the Petition to Vacate All Road Rights-of-Way in Mariner Village Subdivision - Joy D. Blackmon, P. E., Public Works Department Director

That the Board schedule a Public Hearing for November 15, 2012, at 5:33 p.m., to consider the Petition to Vacate all road rights-of-way in Mariner Village Subdivision (approximately 11.5 acres), as petitioned by U.S. National Housing Limited Partnership.

Mariner Village Subdivision is a platted 300 lot subdivision located west of the intersection of Dog Track Road and South Blue Angel Parkway. U.S. National Housing Limited Partnership (U.S. National) owns all of the lots and common areas within the boundaries of Mariner Village Subdivision. U.S. National has an agreement with the military to provide housing for military and government employees. The Final Plat of Mariner Village Subdivision was accepted by the Board on September 22, 1992, which included accepting the roads for County maintenance, but did not include accepting the stormwater drainage system, which remained private. U.S. National is requesting that the Board vacate any interest the County has in the road rights-of-way as shown on the Plat of said Mariner Village, as recorded in Plat Book 14, at Page 93, of the Public Records of Escambia County, Florida, less and except that portion of Carrier Drive located north of Block 19 and Block 20 of said subdivision.

Staff has major concerns that vacating these rights-of-way will deny or limit access through Carrier Drive and Triad Boulevard for the residents and emergency accessibility, who currently have unlimited access. U.S. National has provided a letter in which they agreed to provide accessibility to the residents of Lake Cook Estates, Emergency Management, and School Board personnel by means of gate codes, transponders, passes, and any subsequent modifications/changes to the access system deemed necessary. They have also agreed to install a turnaround area on Triad Boulevard prior to the gate entrance and to notify all the Lake Cook Estates residents of the requested vacation by mail. Staff is asking that Board approval of this request be contingent upon the petitioner completing all the requirements, in a manner acceptable to staff, prior to final approval.

BACKGROUND:

Mariner Village Subdivision is a platted 300 lot subdivision located west of the intersection of Dog Track Road and South Blue Angel Parkway. U.S. National Housing Limited Partnership owns all of the lots and common areas within the boundaries of Mariner Village Subdivision. U.S. National has an agreement with the military to provide housing for military and government employees. The final plat of Mariner Village Subdivision was accepted by the Board on September 22, 1992, which included accepting the roads for County maintenance, but did not include accepting the stormwater drainage system, which remained private. U.S. National is requesting that the Board vacate any interest the County has in the road rights-of-way as shown on the plat of said Mariner Village as recorded in Plat Book 14 at Page 93 of the public records of Escambia County, Florida, less and except that portion of Carrier Drive located north of Block 19 and Block 20 of said subdivision. Staff has made no representations to the Petitioner or Petitioner's agent 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.

The boundaries of Mariner Village do not abut the rights-of-way of Dog Track Road or Blue Angel Parkway, but is accessed by the County-maintained portions of Triad Boulevard, which extends off Dog Track Road and Carrier Drive, which extends off Blue Angel Parkway. The portion of Carrier Drive which extends off Blue Angel is also the access for the Lake Cook Estates Subdivision (approximately 100 lots) and the Lake Cook Estates residents also use the Carrier Drive / Triad Boulevard route to access Dog Track Road. Staff would not support vacating the portion of Carrier Drive between the northeast boundary line of Mariner Village and Blue Angel Parkway. The petitioners have installed gates at the entrances to Mariner Village at Carrier Drive and Triad Blvd., but the gates have not been activated.

Staff has major concerns that vacating these rights-of-way will deny or limit access through Carrier Drive and Triad Boulevard for the residents and emergency accessibility, who currently have unlimited access. U.S. National Housing Limited Partnership has provided a letter in which they agreed to provide accessibility to the residents of Lake Cook Estates, emergency management and School Board personnel by means of gate codes, transponders, passes and any subsequent modifications/changes to the access system deemed necessary. They have also agreed to install a turnaround area on Triad Boulevard prior to the gate entrance, and to notify all the Lake Cook Estates residents of the requested vacation by mail. Staff is asking that Board approval of this request be contingent upon the petitioner completing all the requirements, in a manner acceptable to Staff, prior to final approval.

There are no encroachment issues involved with this vacation request. All utility companies concerned have been contacted and have requested that utility easements be reserved over the areas being vacated, with the understanding that the County will not be responsible for the maintenance of the easements. No one will be denied access to his or her property as a result of this vacation.

BUDGETARY IMPACT:

Indirect staff cost associated with 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:

Once the Public Hearing has been scheduled, the Petitioner or Petitioner's agent will be notified, the date and time will be advertised, and all property owners within 500 feet will be notified.

Staff has been in contact with Steve Geci, Geci & Associates Engineers, Inc., as agent for the Petitioner. It is the responsibility of the Petitioner or Petitioner's agent to advertise the Notice of Public Hearing.

Attachments

Petition

Plat 14 Page 93

Access Letter

Aerial View 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, hereby files 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 the roads named Carrier Drive, Triad Boulevard, American Court, Belleau Wood Court, Constellation Court, Lake Champlain Court, Intrepid Court, Boxer Court, Guadal Canal Court, Inchon Court, Valley Forge Court, Iwo Jima Court, Oriskany Court, Kersarge Drive, Saipan Court, and Hornet Court in Escambia County, Florida, a copy of the map thereto being attached hereto as Exhibit "A", and further states as follows:

1. That the Petitioner, U.S. National Housing Limited Partnership, presently owns an interest in all of the real property which adjoins said public road rights-of-way. Said public road rights-of-way being more particularly described as follows: the roads named Carrier Drive, Triad Boulevard, American Court, Belleau Wood Court, Constellation Court, Lake Champlain Court, Intrepid Court, Boxer Court, Guadal Canal Court, Inchon Court, Valley Forge Court, Iwo Jima Court, Oriskany Court, Kersarge Drive, Saipan Court, Hornet Court, and all other public road rights-of-way, if any, lying within the area described by the property legal description contained in Exhibit B.
2. That the Petitioner, U.S. National Housing Limited Partnership, desires 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 29 Township 2 South Range 31 West and recorded in 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 requests 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.

U.S. National Housing Limited Partnership

By: U.S National Management Corp., General Partner



Richard W. Fischer, President

531 Carrier Drive
Pensacola, Florida 32506
850-457-0186

Steve Geci, Geci & Associates Engineers, Inc.
Agent's Name

850-432-2929
Agent's Phone Number

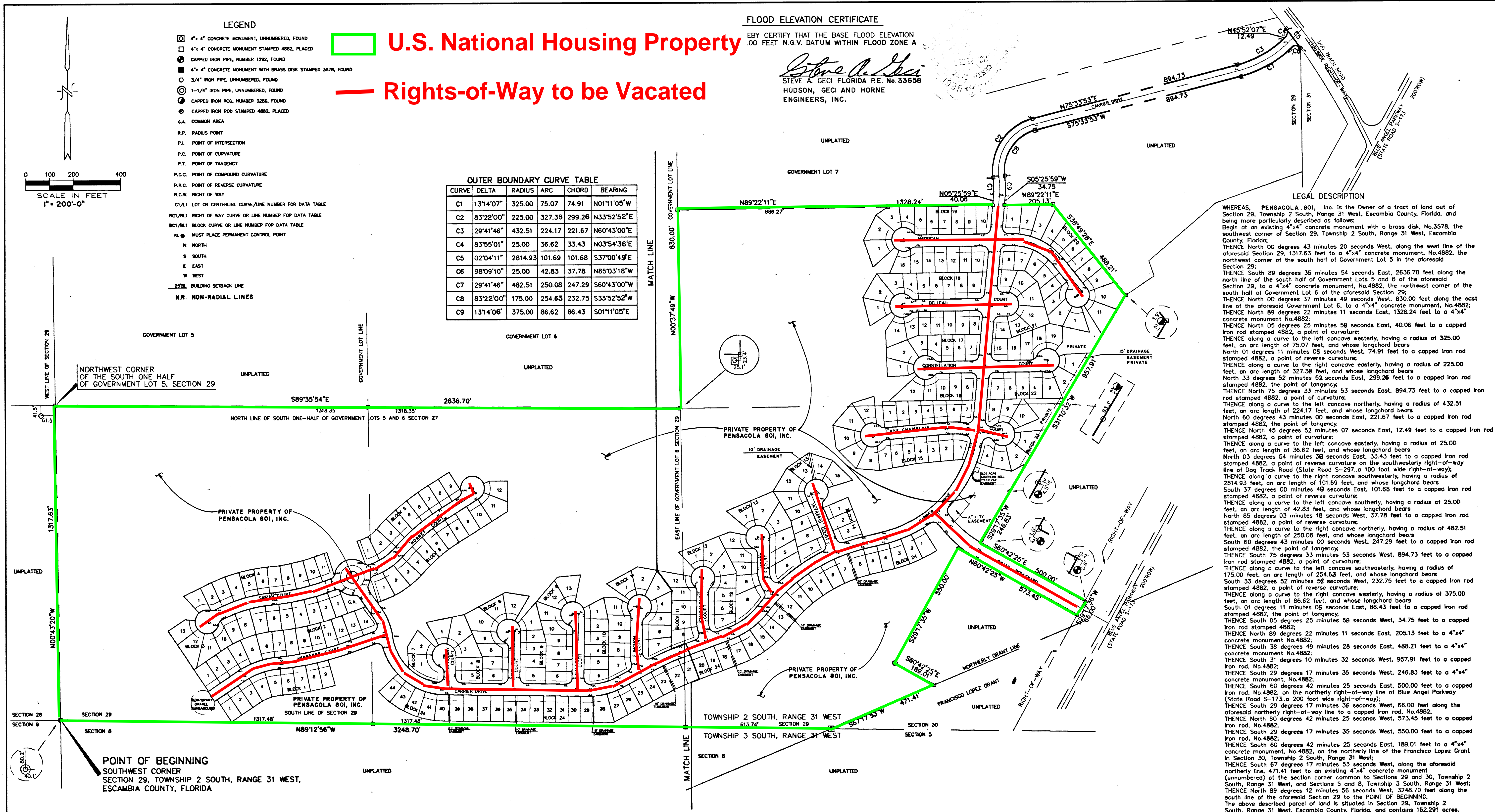
November 9, 2010
Date

Exhibit "B"
Legal Description

All road rights-of-way shown on the Final Plat of Mariner Village Subdivision as recorded in Plat Book 14, at page 93 in Escambia County, Florida consisting of; Triad Boulevard, Carrier Drive, American Court, Belleau Wood Court, Constellation Court, Lake Champlain Court, Intrepid Court, Boxer Court, Guadal Canal Court, Inchon Court, Valley Forge Court, Iwo Jima Court, Oriskany Court, Kersarge Drive, Saipan Court, Hornet Court. Less and except that portion of Carrier Drive located north of Block 19 and 20 serving Lake Cook Subdivision.

FINAL PLAT MARINER VILLAGE SUBDIVISION / PLAT BOOK 14 PAGE 93

PB 14 PG 93



CERTIFICATE OF ATTORNEY
 I, STEPHEN L. WALKER, AS A MEMBER OF THE FLORIDA BAR ASSOCIATION AND ON BEHALF OF THE OWNER, HEREBY CERTIFY THAT I HAVE EXAMINED THE PLAT HEREON AND THE ACCOMPANYING DOCUMENTS AND HAVE FOUND THEM TO BE IN PROPER FORM AND TO MEET THE REQUIREMENTS OF THE FLORIDA PLAT ACT AND THE ESCAMBIA COUNTY SUBDIVISION REGULATIONS.
 SIGNED THIS 5th DAY OF August, 1992.
 Stephen L. Walker
 STEPHEN L. WALKER OF
 CARLTON, FIELDS, WARD, EMMANUEL,
 SMITH AND CUTLER, P.A.

STATE OF FLORIDA—COUNTY OF ESCAMBIA
 THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 30th DAY OF July, 1992 BY MIKE ANDERSON AS PRESIDENT OF PENSACOLA 801, INC. A TEXAS CORPORATION, ON BEHALF OF THE CORPORATION. HE IS PERSONALLY KNOWN TO ME OR WHO HAS PRODUCED A TENNESSEE DRIVERS LICENSE AS IDENTIFICATION AND WHO DID NOT TAKE AN OATH.
 Elizabeth C. Cranley
 PRINT NAME: Elizabeth C. Cranley
 MY COMMISSION EXPIRES: 12-06-92
 COMMISSION NO.: AA628696
 MIKE ANDERSON—DRIVERS LICENSE NUMBER T2879228 STATE, TN.

CERTIFICATE OF APPROVAL
 COUNTY COMMISSIONERS OF ESCAMBIA COUNTY
 I, J.A. FLOWERS, COUNTY COMPTROLLER OF ESCAMBIA COUNTY, FLORIDA, HEREBY CERTIFY THAT THE PLAT BEING PRESENTED TO THE BOARD OF COUNTY COMMISSIONERS OF SAID COUNTY AT THEIR MEETING HELD ON THE 22nd DAY OF SEPTEMBER, 1992, WAS APPROVED FOR FILING BY THE SAID BOARD AND I, COMPTROLLER OF SAID BOARD, WAS INSTRUCTED TO SO CERTIFY HEREOF.
 J.A. Flowers
 COUNTY COMPTROLLER

COUNTY ENGINEER
 I, [Signature], COUNTY ENGINEER
 DIRECTOR, PLANNING & ZONING DEPARTMENT

DEDICATION
 KNOW ALL MEN BY THESE PRESENTS: PENSACOLA 801, INC., OWNER OF THE LAND DESCRIBED HEREIN AND PLATTED HEREON AS MARINER VILLAGE SUBDIVISION, DEDICATE TO THE PUBLIC ANY STREETS, ROADS, THOROUGHFARES, AND UTILITY EASEMENTS SHOWN HEREON AND DO HEREBY AUTHORIZE AND REQUEST THE FILING OF THIS PLAT IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.
 Mike Anderson, PRESIDENT
 PENSACOLA 801, INC. (OWNER)
 [Signature]
 WITNESS

COUNTY COMPTROLLERS CERTIFICATE
 I, J.A. FLOWERS, COUNTY COMPTROLLER OF ESCAMBIA COUNTY, FLORIDA, HEREBY CERTIFY THAT THE PLAT WITHIN COMPLIES WITH ALL THE REQUIREMENTS OF THE PLAT ACT (CHAPTER 71-330, SECTIONS 177.151 THROUGH 177.121 OF THE 1971 ACTS OF THE FLORIDA LEGISLATURE) AND THE SAME WAS FILED FOR RECORD ON THE 14th DAY OF OCTOBER, 1992, AND FILED IN PLAT BOOK 14 AT PAGES 93, 93A, 93B, 93C OF SAID COUNTY.

SURVEYORS CERTIFICATE
 I HEREBY CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED; THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT THE SURVEY DATA COMPLIES WITH ALL THE PROVISIONS OF THE FLORIDA PLAT ACT SECTIONS 177.011 THROUGH 177.151, FLORIDA STATUTES, AS AMENDED FROM TIME TO TIME, AND THE MINIMUM TECHNICAL STANDARDS OF THE STATE OF FLORIDA RULE 21-116; THAT PERMANENT CONTROL POINTS WILL BE SET AND PERMANENT REFERENCE MONUMENTS HAVE BEEN SET TO THE BEST OF MY KNOWLEDGE AND BELIEF.
 E. Wayne Parmer 8/5/92
 E. WAYNE PARMER, R.L.S. NO. 3683
 STATE OF FLORIDA
 CORPORATE NO. 4882

FINAL PLAT OF MARINER VILLAGE

CONTAINING
152.291 ACRES
 BEING A SUBDIVISION OF A PORTION OF
 SECTION 29,
 TOWNSHIP 2 SOUTH, RANGE 31 WEST,
 ESCAMBIA COUNTY, FLORIDA
 300 LOTS JUNE, 1992

OWNER AND DEVELOPER:
 PENSACOLA 801, INC.
 1001 FANNIN ST., SUITE 4656
 HOUSTON, TEXAS 77002 (713)659-3600

SURVEYOR:
 NORTHWEST FLORIDA ENGINEERING & SURVEYING, INC.
 1500 N. PALAFOX STREET
 PENSACOLA, FLORIDA 32501 (904)432-1052

ENGINEER: **CARTER & BURGESS, INC.**
 ENGINEERS-PLANNERS-SURVEYORS
 7950 ELMBROOK DRIVE • SUITE 250 • DALLAS, TEXAS 75247
 (214) 638-0145 METRO (214) 263-2019

SHEET 1 OF 4 SHEETS
 14 93
 PLAT BOOK PAGE
 JOB NO. 913070010
 FILE NO. 01-


MARINER VILLAGE
H O M E S C O R P O R A T I O N

May 29th, 2012

Ms. Joy Blackmon, PE
Escambia County Engineer
Escambia County Engineering Department
3363 West Park Place
Pensacola, Florida 32501

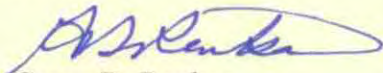
RE: Mariner Village Subdivision
Proposed Right-of-Way Vacation

Dear Ms Blackmon:

This is to provide the requested assurance that all Emergency Management Services (police, ambulance, fire, etc), utility providers, and School Board Transportation will receive gate codes/transponders/passes and any subsequent modifications/changes to the access system, if a locking mechanism is installed on the roadway access gates at Mariner Village Subdivision.

Please let our representative Steve Geci knowl if you need any additional information and we will be happy to comply. Thank you for assisting in our request to vacate the Right-of-Ways at Mariner Village.

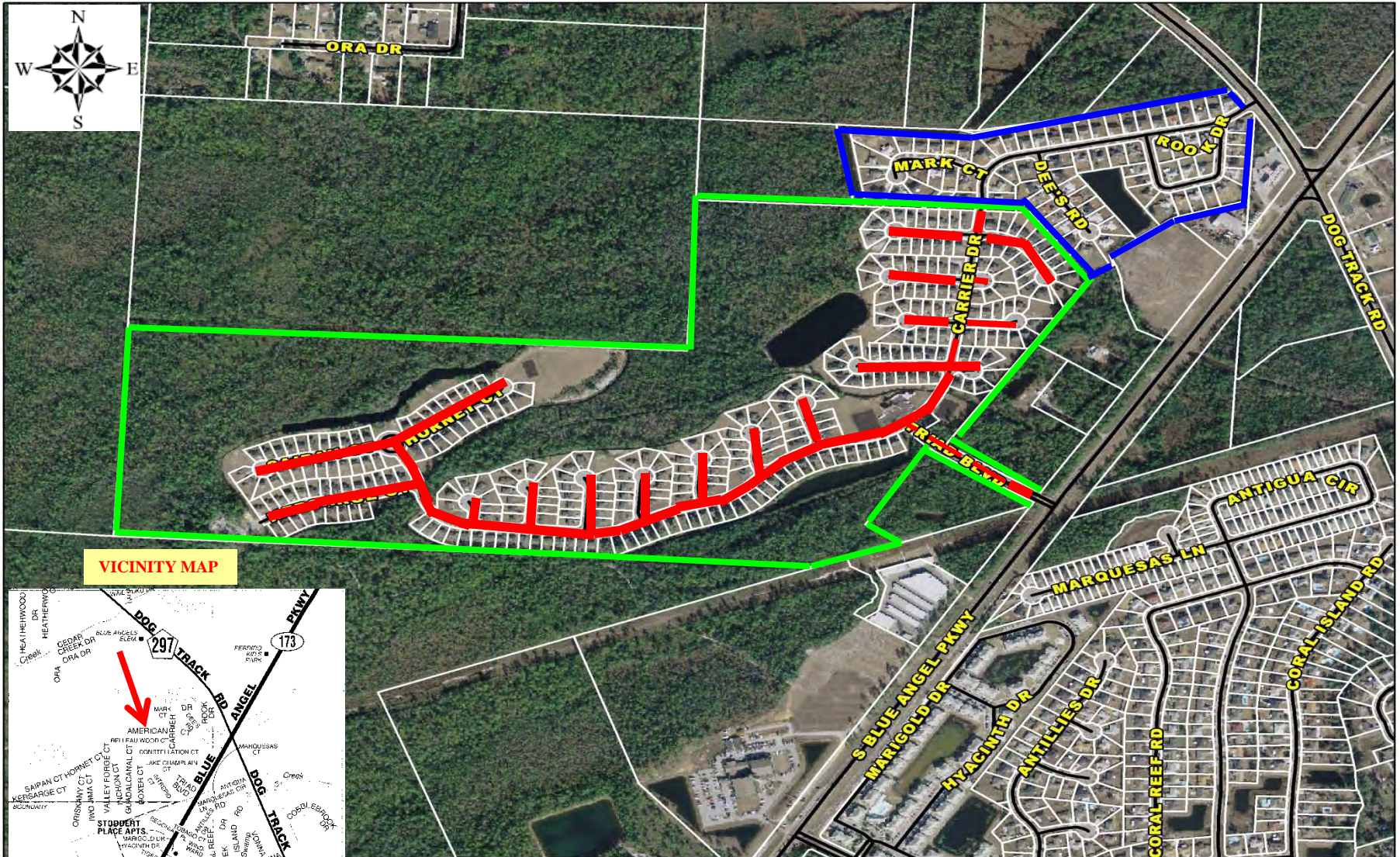
Sincerely,






Gregg D. Renkes
Secretary/General Counsel
U.S. National Housing L.P. / Mariner Village Homes Corporation

PROPOSED VACATION OF ROADS IN MARINER VILLAGE SUBDIVISION

Petitioner: U.S. National Housing Limited Partnership



ESCAMBIA COUNTY
PUBLIC WORKS DEPARTMENT
JCC 9/25/12 DISTRICT 1

-  Proposed Vacation of Roads in Mariner Village Subdivision
-  U.S. National Housing Limited Partnership Property
-  Lake Cook Estates S/D's / Approximately 100 Lots



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3349

County Administrator's Report 13. 4.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 10/18/2012

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

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

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 H, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

Upon approval by the BCC, all property will be disposed of according to the Disposition of County Property Policy.

Attachments

Disposition of Property Form

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

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Department: (PW) Engineering COST CENTER NO: 211602

Rhela Ransom DATE: September 7, 2012

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Rhela Ransom Phone No: 595-3452

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
164325	47798	Chevrolet Pick Up Truck	1GCCS1941XK215792	S10	1999	Poor
161556	47320	Dodge Truck	1B7HF16Y3SX231008	4x4 1500	1999	Poor
161555	47355	Ford SUV	1FMZU32X9XZA94680	Explorer	1999	Poor

Disposal Comments: Explorer does not run; Dodge has bad brakes; Chevrolet runs rough/needs work. These three vehicles will be replaced with new Compressed Natural Gas (CNG) Trucks.

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: 9/10/12
 FROM: Escambia County Department Director (Signature): Jay D. Blackmon
 Director (Print Name): Jay D. Blackmon, P.E.

RECOMMENDATION: Date: 10/4/12
 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-3304

County Administrator's Report 13. 5.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 10/18/2012

Issue: Schedule a Public Hearing to Consider the Petition to Vacate a Portion of Water Spray Terrace

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Scheduling of a Public Hearing to Consider the Petition to Vacate a Portion of Water Spray Terrace - Joy D. Blackmon, P.E., Public Works Department Director

That the Board schedule a Public Hearing for November 15, 2012, at 5:34 p.m., to consider the Petition to Vacate a portion of Water Spray Terrace (approximately 175 square feet), as petitioned by Louis F. Cook, Jr.

The Petitioner owns property located at 5810 Balderas Avenue, which is located at the northeast corner of the intersection of Balderas Avenue and Water Spray Terrace and south of Innerarity Point Road. Petitioner is requesting that the Board vacate any interest the County has in a portion of Water Spray Terrace (approximately 175 square feet). Water Spray Terrace is a County-maintained 80-foot-wide right-of-way in the Innerarity Point area. Based on information provided by the Petitioner, there is an encroachment into the right-of-way of Water Spray Terrace, which consists of a portion of an attached awning. The encroachment was discovered when the Petitioner had a survey performed relating to the sale of his property. The encroachment is semi-permanent in nature, in that it could be removed without adverse impact to the residence, but could be done only at some expense. Staff has explored other options with the Petitioner, as required by the County Rights-of-Way-Obstructions and Encroachments; Abatement and Alternatives to Abatement Policy. The County has adequate right-of-way and drainage facilities abutting the Petitioner's property, and the owner does not have any other land in the vicinity to exchange. Therefore, a vacation of the area is being considered. 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:

The Petitioner owns property located at 5810 Balderas Avenue, which is located at the northeast corner of the intersection of Balderas Avenue and Water Spray Terrace and south of Innerarity Point Road. Petitioner is requesting that the Board vacate any interest the County has in a portion of Water Spray Terrace (approximately 175 square feet). Water Spray Terrace is a County-maintained 80' wide right-of-way in the Innerarity Point area. Based on information provided by the Petitioner, there is an encroachment into the right-of-way of Water Spray Terrace, which consists of a portion of an attached awning. The encroachment was discovered

when the Petitioner had a survey performed relating to the sale of his property. The encroachment is semi-permanent in nature, in that it could be removed without adverse impact to the residence, but could be done only at some expense. Staff has explored other options with the Petitioner, as required by the County Rights-of-Way-Obstructions and Encroachments; Abatement and Alternatives to Abatement Policy. The county has adequate right-of-way and drainage facilities abutting the Petitioners' property, and the owner does not have any other land in the vicinity to exchange. Therefore, a vacation of the area is being considered. 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.

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

BUDGETARY IMPACT:

Indirect staff cost associated with the preparation of recommendation.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

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:

Once the Public Hearing has been scheduled, the Petitioner will be notified, the date and time will be advertised and all owners of property within 500 feet will be notified.

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

Attachments

Petition

Survey

Aerial View Map

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.

Lavin F Cook
Petitioner(s) Name

11268 S CAKEVIEW DR
Street Address

MILTON FL 32583
City State

850-712-6550
Phone Number

Agent's Name

Agent's Phone Number

Date:

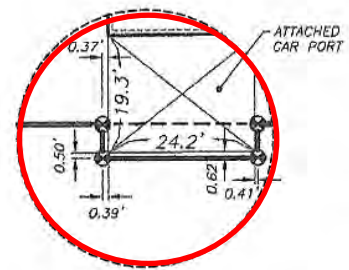
ROD LEGEND	
⊗	FIR 5/8" #5863
⊙	FIR 1/2" #40B2
⊕	FIR 5/8" #40B2
○	FIP 1"
■	FCM 4"x4" NO I.D.#

LINE TABLE	
L-1	(D) N90°00'00"E 47.50' (F) S89°58'23"E 47.50'
L-2	(D) S00°00'00"E 5.50' (F) S00°00'00"E 5.50'
L-3	(D) N90°00'00"E 25.00' (F) N90°00'00"E 25.00'
L-4	(D) N00°00'00"E 5.50' (F) N00°00'00"E 5.49'
L-5	(D) N90°00'00"W 25.00' (F) N89°58'23"W 25.00'



INNERARITY ROAD

(R/W UNDETERMINED)



L.E. SHONTZ AND ASSOCIATES, INC.

LAND SURVEYING AND LAND PLANNING
 4801 TRADERWINDS WAY, SUITE 200
 PENSACOLA, FLORIDA 32514
 (904) 439-0515
 FAX: (904) 439-0515
 SHONTZ@SUNBELTSTATE.COM

REQUESTED BY: MELISSA WOODARD DRAWING NO.: 12-14557

NOTES:

- THIS SURVEY WAS PREPARED FOR THE CLIENT SHOWN AND IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT PRIOR WRITTEN CONSENT FROM THIS SURVEYOR.
- ALL MEASUREMENTS WERE MADE ACCORDING TO UNITED STATES STANDARD FOOT.
- ENCROACHMENTS AS SHOWN HEREON ARE ONLY THOSE ABOVE GROUND VISIBLE OBJECTS OBSERVED BY THE UNDERSIGNED SURVEYOR.
- THE DIMENSIONS OF THE BUILDING AS SHOWN HEREON DO NOT INCLUDE THE EAVE OVERHANG OR THE FOOTING OF THE FOUNDATION.
- NO TITLE SEARCH WAS PROVIDED TO, NOR PERFORMED BY, L.E. SHONTZ AND ASSOCIATES, INC., FOR THE SUBJECT PROPERTY AS THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS OF WAY, STATE AND/OR FEDERAL JURISDICTIONAL AREAS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OF SUBJECT PROPERTY.
- ALL DISTANCES, BEARINGS AND ANGLES ARE AS FIELD MEASURED, DEED OR PLATTED MEASUREMENTS ARE AS NOTED.
- THE CERTIFICATIONS AS PROVIDED ON THIS SURVEY ARE A STATEMENT OF PROFESSIONAL OPINION BASED ON THE FIELD & DOCUMENTARY EVIDENCE AVAILABLE AT THE TIME OF THIS SURVEY.
- OWNERSHIP OF FENCES UNKNOWN TO THIS SURVEYOR.
- DO NOT USE HOUSE TIES TO RECONSTRUCT DEED LINES.

FIP = FOUND IRON PIPE	Δ = CENTRAL ANGLE
FIR = FOUND IRON ROD	R = RADIUS
SIR = SET IRON ROD 5/8"	L = ARC LENGTH
FCM = FOUND CONCRETE MONUMENT	CD = CHORD DISTANCE
SCM = SET CONCRETE MONUMENT	CB = CHORD BEARING
(D) = DEED	EL = ELEVATION
(P) = PLAT	F.F.L. = FINISHED FLOOR ELEVATION
(F) = FIELD	A/C = AIR CONDITIONER
(C) = CALCULATED	R/W = RIGHT-OF-WAY
CONC. = CONCRETE	C/L = CENTERLINE
P.O.C. = POINT OF COMMENCEMENT	P.C.P. = PERMANENT CONTROL POINT
P.O.B. = POINT OF BEGINNING	P.R.M. = PERMANENT REFERENCE MONUMENT (TYP.)
P.O.T. = POINT OF TERMINATION	TYP. = TYPICAL
P.I. = POINT OF INTERSECTION	° = DEGREES
P.C. = POINT OF CURVATURE	' = MINUTES
P.T. = POINT OF TANGENCY	" = SECONDS
P.R.C. = POINT OF REVERSE CURVATURE	T.O.B. = TOP OF BANK
P.C.C. = POINT OF COMPOUND CURVATURE	E.O.H. = EAVE OVERHANG
BSL = BUILDING SETBACK LINE	RES. = RESIDENCE

FLOOD STATEMENT:

ZONE: "X" BASE FLOOD ELEVATION: N/A

PANEL NUMBER: 120080-0505-G AS DATED: 9/29/06

NOTE: THIS DETERMINATION IS BASED ON THE FLOOD INSURANCE RATE MAP. THIS DETERMINATION DOES NOT IMPLY THAT THE REFERENCED PROPERTY WILL OR WILL NOT BE FREE FROM FLOODING OR DAMAGE. A PROPERTY NOT IN A SPECIAL FLOOD HAZARD AREA MAY BE DAMAGED BY A FLOOD GREATER THAN THAT PREDICTED ON THE FIRM MAP OR FROM A DRAINAGE PROBLEM NOT SHOWN ON THE FLOOD MAP.

SCALE:	1" = 40'	FIELD DATE	FIELD BOOK	PAGE
BOUNDARY	DRAFTED BY ENT	7/26/12	TRUCK BOOK 3	48
SITE PLAN				
STAKE OUT				
FOUNDATION				
FINAL				

ADDRESS			
5810 BALDERAS AVENUE			
REVISIONS			
DATE	DESCRIPTION	INITIALS	
8/7/12	REVISED DRAWING & DESCRIPTION	ENT	

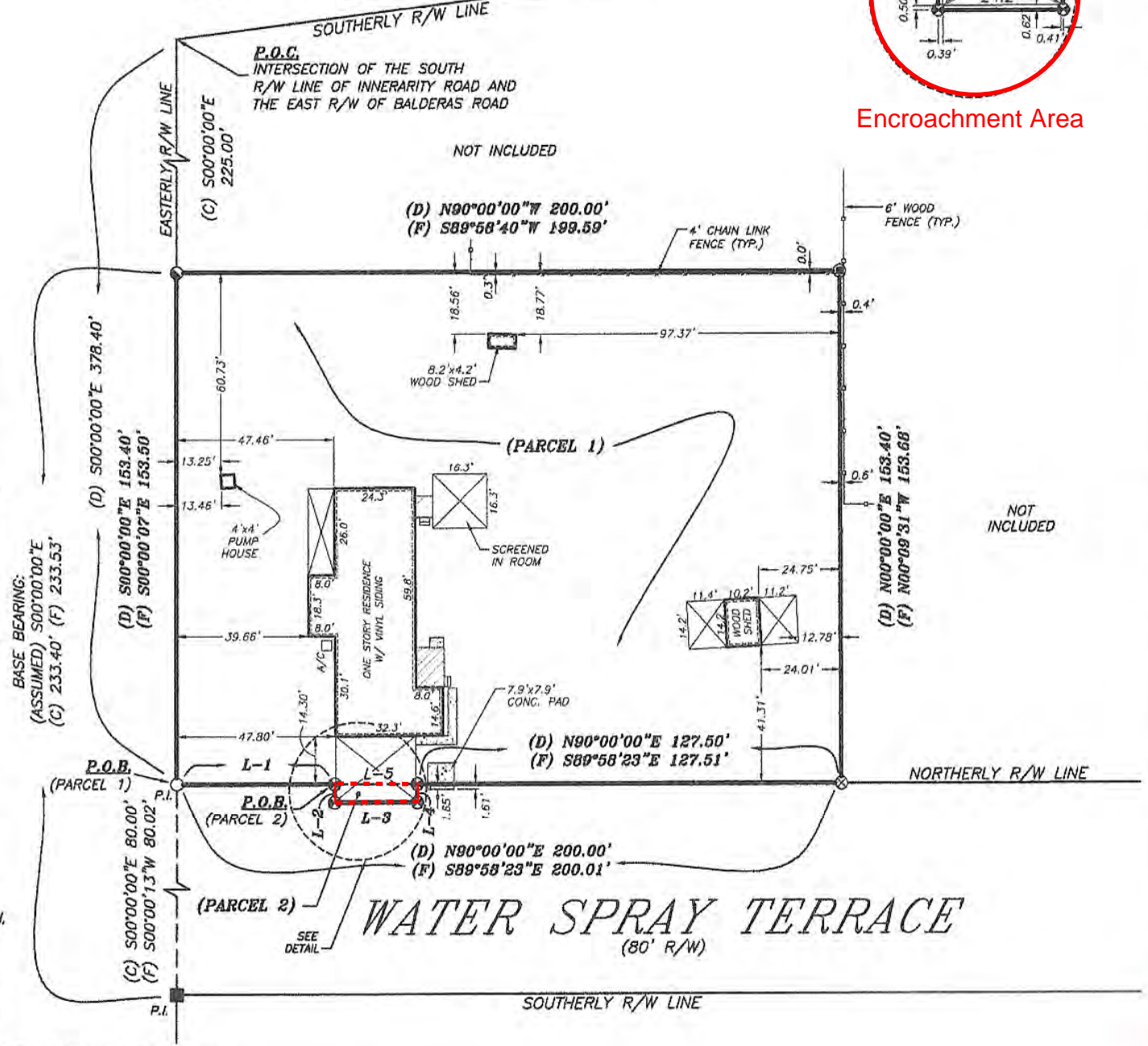
SECTION 14 TOWNSHIP 3-S RANGE 32-W COUNTY ESC

BASIS OF BEARING: (ASSUMED) S00°00'00"E, ALONG EAST R/W OF BALDERAS AVE.

THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL RAISED SEAL & SIGNATURE OF A FLORIDA LICENSED SURVEYOR

I HEREBY CERTIFY THAT THE SURVEY AS SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES

L.E. SHONTZ AND ASSOCIATES, INC.
 4801 TRADERWINDS WAY PENSACOLA, FLORIDA 32514
 L. E. SHONTZ, PROFESSIONAL SURVEYOR AND MAPPER



DESCRIPTION:

(PARCEL 1)
 COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF INNERARITY ROAD AND THE EAST LINE OF BALDERAS AVENUE IN SECTION 14, TOWNSHIP 3 SOUTH, RANGE 32 WEST, ESCAMBA COUNTY, FLORIDA, AND FROM THENCE RUN SOUTH 378.4 FEET TO A MONUMENT FOR THE POINT OF BEGINNING; THENCE EAST AT RIGHT ANGLES 200 FEET; THENCE NORTH AT RIGHT ANGLES 153.4 FEET; THENCE WEST AT RIGHT ANGLES 200 FEET; THENCE SOUTH AT RIGHT ANGLES 153.4 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

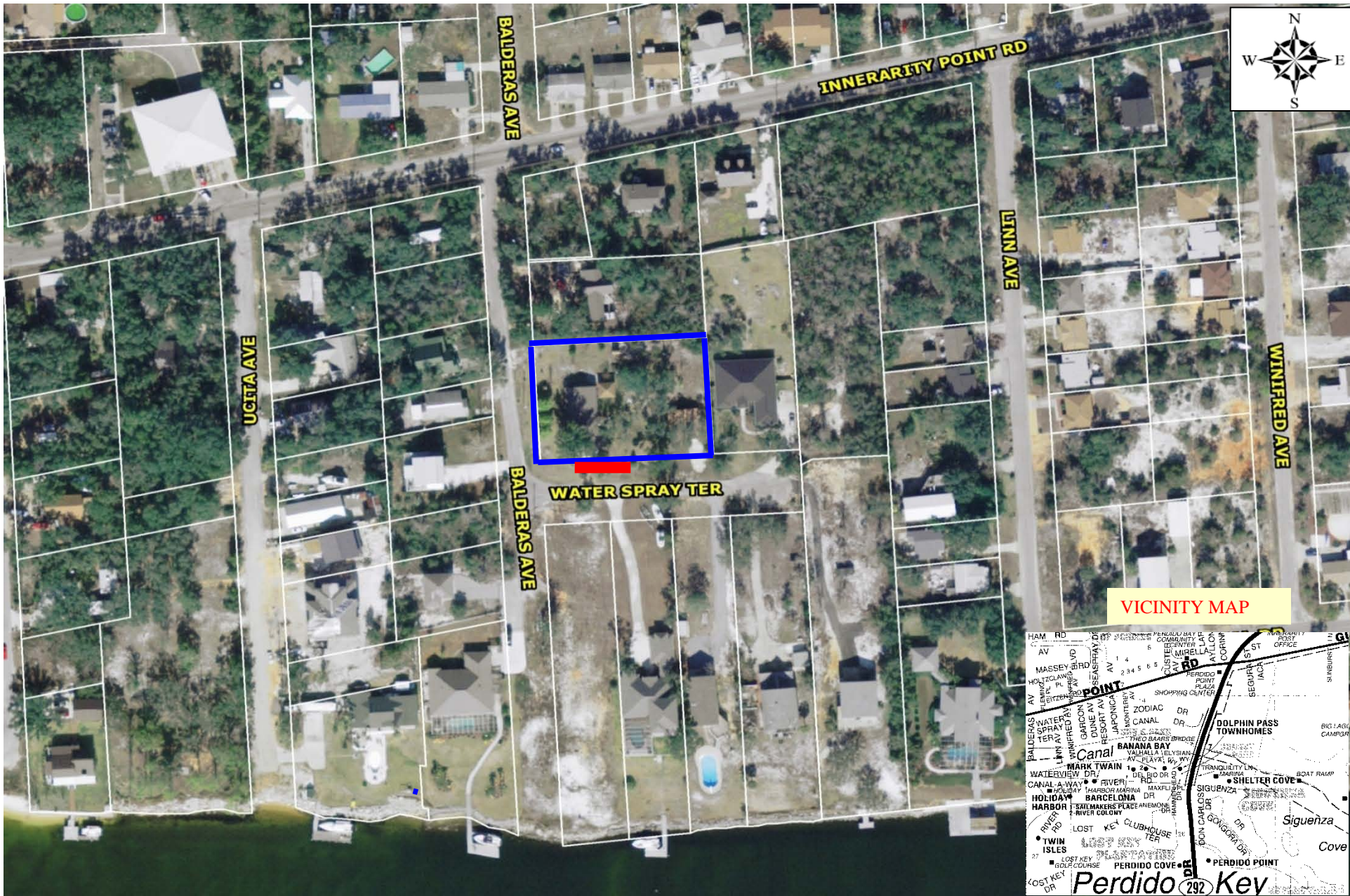
(PARCEL 2)
 COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF INNERARITY ROAD AND THE EAST LINE OF BALDERAS AVENUE IN SECTION 14, TOWNSHIP 3 SOUTH, RANGE 32 WEST, ESCAMBA COUNTY, FLORIDA, AND FROM THENCE RUN SOUTH 378.4 FEET; THENCE EAST AT RIGHT ANGLES 47.50 FEET TO THE POINT OF BEGINNING; THENCE SOUTH AT RIGHT ANGLES 5.50 FEET; THENCE EAST AT RIGHT ANGLES 25.00 FEET; THENCE NORTH AT RIGHT ANGLES 25.00 FEET; THENCE WEST AT RIGHT ANGLES 200 FEET; THENCE SOUTH AT RIGHT ANGLES 153.4 FEET TO THE POINT OF BEGINNING.

CERTIFICATIONS:

SUPREME LENDING
 BOBBY G. WOODARD
 WILSON, HARRELL, FARRINGTON, FORD, et al., P.A.
 FIRST AMERICAN TITLE INSURANCE COMPANY

PROPOSED VACATION OF A PORTION OF WATER SPRAY TERRACE

Petitioner: Louis F. Cook, Jr.



ESCAMBIA COUNTY
PUBLIC WORKS DEPARTMENT

JCC 08/16/12 DISTRICT 2



Louis Cook Parcel



Encroachment Area



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3339

County Administrator's Report 13. 6.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 10/18/2012

Issue: Donation of ECAT Bus Passes for Homeless Veteran Stand Down Event 2012

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Donation of 200 ECAT Bus Passes for the Homeless Veteran Stand Down 2012 - Joy D. Blackmon, P.E., Public Works Department Director

That the Board authorize Escambia County Area Transit (ECAT) to donate 200 bus passes to the Gulf Coast Veteran's Advocacy Council in support of the Homeless Veteran Stand Down 2012 event.

"Stand Downs" are a part of the Department of Veterans Affairs' efforts to provide services to homeless veterans. These events provide services to homeless veterans such as food, shelter, clothing, health screenings, Veterans' Administration (VA) and Social Security benefits counseling, and referrals to a variety of other necessary services, such as housing, employment, and substance abuse treatment. These are collaborative events coordinated between local VA entities, other government agencies, and community agencies which serve the homeless.

BACKGROUND:

"Stand Downs" are a part of the Department of Veterans Affairs' efforts to provide services to homeless veterans. These events provide services to homeless veterans such as food, shelter, clothing, health screenings, Veterans' Administration (VA) and Social Security benefits counseling, and referrals to a variety of other necessary services, such as housing, employment, and substance abuse treatment. These are collaborative events coordinated between local VA entities, other government agencies, and community agencies which serve the homeless.

ECAT has participated in this event for at least the past three years by providing free bus passes to our veterans. These passes are good for one day only and can be used for a free bus ride to and from the Homeless Veteran Stand Down 2012, which will be held at the Joint Ambulatory Care Center (JACC) on Veterans Way, off Highway 98.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

ECAT staff will continue to coordinate with the VA for implementation.

Attachments

Stand Down 2012 Flyer

HOMELESS VETERAN STAND DOWN 2012

VA Gulf Coast Veterans Health Care System

Friday, October 26 • 8:00 a.m.-2:30 p.m.

Joint Ambulatory Care Center (JACC)

790 Veterans Way • Pensacola, FL 32507

East Side - North of Ambulance Area



A **STAND DOWN** is a cooperative event between the VA, local Veteran organizations and community resources to provide services and information to the local homeless Veterans and/or families of Veterans.

Items to be provided are health screenings, education and reading material, legal assistance, clothing, undergarments, shoes, comfort kits, showers, hair cuts, sleeping bags, cold weather pants, coats, sweaters, ponchos, gloves, hats and a hot meal.

Standing Up for the Homeless

Free bus service will be provided to and from the Pensacola Stand Down on October 26 to any homeless Veteran using a ticket. Tickets are available after October 19 at the following locations:

- **Workforce Escarosa**
- **Loaves and Fishes**
- **Alfred Washburn Center**
- **Waterfront Rescue Mission**
- **Joint Ambulatory Care Center**
- **ECAT Terminal**

Contact: Mr. Emmett Walker
(850) 912-2267

Mr. Robert Gravley
(850) 725-1819





BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3310

County Administrator's Report 13. 7.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 10/18/2012

Issue: Provision of Emergency Volunteer Reception Center Operational Services

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Memorandum of Understanding between Escambia County and Hillcrest Baptist Church to Provide Emergency Volunteer Reception Center Operational Services - Michael D. Weaver, Public Safety Department Director

That the Board take the following action regarding the Memorandum of Understanding between Escambia County and Hillcrest Baptist Church to Provide Emergency Volunteer Reception Center Operational Services:

- A. Approve the Memorandum of Understanding (MOU) which establishes a relationship between the two parties, defines the professional conduct, and financial and operational responsibilities with respect to the operations of a Volunteer Reception Center (VRC) that may be mobilized during times of disaster to coordinate volunteers seeking to assist the citizens of Escambia County in recovery efforts post-disaster impact; and
- B. Authorize the Chairman or Vice-Chairman to execute the MOU and all related documents, as required, to implement the MOU.

BACKGROUND:

It has been determined from historical disaster response activities that the need for a VRC exists. The purpose of a VRC is to receive and coordinate volunteers from within or outside of our community seeking to assist the citizens of Escambia County in recovery efforts in the aftermath of a disaster. In response to solicitation on behalf of the County by Be Ready Alliance Coordinating for Emergencies (BRACE), Hillcrest Baptist Church voluntarily agreed to provide support for mobilizing, managing, operating, and demobilizing a VRC at their facility as the need may arise and as determined by the County EOC. This MOU identifies the roles and responsibilities in support of the VRC concept and operations. This effort leverages local resources to support disaster response activities of the Escambia County Emergency Operations Center (EOC).

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed the agreement and approved it as to form and legal sufficiency.

PERSONNEL:

Implementation of this MOU will be accomplished and coordinated with existing Division of Emergency Management staff and the EOC System already in place to respond to large scale disasters events.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board of County Commissioners' Policies require MOUs be approved by it.

IMPLEMENTATION/COORDINATION:

Implementation of this MOU will be coordinated between the Escambia County Division of Emergency Management, Hillcrest Baptist Church, and the appropriate EOC staff through the Emergency Support Function (ESF) 15, Volunteers and Donations, desk within the EOC.

Attachments

County-Hillcrest MOU

MEMORANDUM OF UNDERSTANDING BETWEEN ESCAMBIA COUNTY AND HILLCREST BAPTIST CHURCH TO PROVIDE EMERGENCY VOLUNTEER RECEPTION CENTER OPERATIONAL SERVICES

THIS AGREEMENT, made and entered into this ____ day of _____ 2012, by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "County"), with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502, and Hillcrest Baptist Church of Pensacola, Inc., (hereinafter referred to as "Church"), having administrative offices located at 800 East Nine Mile Road, Pensacola, Florida 32514.

WITNESSETH:

WHEREAS, County and Church desire to work together to develop a Volunteer Reception Center for the benefit of the citizens of Escambia County; and

WHEREAS, §252.38(1)(a), Florida Statutes, identifies that each political subdivision of the State has an innate responsibility for safeguarding the life and property of its citizens; and

WHEREAS, §252.38(1)(a), Florida Statutes, identifies that each county shall develop a county emergency management plan and program that is consistent with the State comprehensive emergency management plan; and

WHEREAS, it has been determined from historical disaster response activities that a need for a Volunteer Reception Center (VRC) exists that will receive and coordinate volunteers that are from within or may come from outside of our community seeking to assist the citizens of Escambia County in the recovery efforts in the aftermath of a disaster; and

WHEREAS, to support the community and the County Emergency Operations Center (EOC), Church has voluntarily agreed to provide for the mobilization, management, and operation of a VRC that will receive and coordinate volunteers from within or coming into our community looking to assist people in need in the aftermath of disaster; and

WHEREAS, Church has generously offered the use of their facility for a potential location for a VRC, and operational staff to support the activities of the VRC at the direction of the County EOC and/or Emergency Management Staff; and

WHEREAS, only those Volunteer Reception Centers mobilized at the direction of the County EOC/Emergency Management staff will qualify under this agreement; and

WHEREAS, the VRC facility is being offered by Church "as-is" with its current infrastructure, and no facility upgrades or remodeling shall be authorized or funded by County pursuant to this agreement.

NOW, THEREFORE, it is mutually agreed that the parties enter into this agreement subject to the terms and conditions recited below.

I. RESPONSIBILITIES OF CHURCH:

A. Facility:

1. The Church shall voluntarily provide access to the designated areas of the facility as identified in Exhibit I, attached hereto and incorporated into this document, for use as a Volunteer Reception Center (VRC) in the event of an emergency declared by the County Board of County Commissioners pursuant to Section 37-35, Escambia County Code of Ordinances at no cost to the County. The areas are identified as the Northwest Hall, Celebration Auditorium, the gymnasium, and adjoining atrium areas of the facilities, to include the restrooms in those same areas.
2. The Church kitchen and food prep areas will only be accessible by VRC staff and only for the refrigerated storage of personal lunches brought by VRC staff. This equipment will be connected to the Church generator.
3. The Church will provide access to the facility and mobilize the VRC operation at the discretion of the County EOC only as it may relate to the conditions within this agreement. Any mobilization of a VRC outside of the County EOCs direction will be at the expense and responsibility of the Church.
4. The decision of the County EOC not to open a VRC will not remove the option of the Church operating a VRC on their own accord at their own expense depending upon the situation and community needs outside of a disaster situation.

5. The Church will provide three contact persons with the authority to mobilize the VRC operation at the direction of the County EOC: Dr. Brian Barlow, Mr. Calvin Capps, or Mr. Steve Pettitt.
6. The Church will provide access to the facility for use as a VRC whether the operation is mobilized, managed, and operated by internal Church volunteers and/or staff, or in the event outside operational staff may need to be brought in to augment VRC management and operational staff.
7. The Church understands, accepts, and will provide access to the facility for as long as VRC operations are deemed necessary by the County EOC. VRC operations will be dictated by the numbers of volunteers within or coming into our community that may need to be coordinated for more efficient and effective response. The VRC operation may mobilize within the first 24-hours post-disaster impact and may continue for weeks or months following the disaster impacts. VRC operational hours will be dictated by the supply of volunteers being processed through the facility and will likely start with "sun-up to sun-down" hours operating potentially 7-days per week based upon the need.
8. Church will provide basic facility consumables (toilet paper, paper towels, cleaning supplies) for the VRC areas at no cost to the County.
9. Church will provide daily facility cleaning functions of the VRC areas. Cleaning staff hours will be prorated appropriately and billed to the County on an itemized and detailed invoice.
10. Church will maintain any and all supplies provided by County for the VRC operation in a safe and secure location so that supplies will be readily available to support the VRC operation.
11. Church will provide tables and chairs (approximately 160 chairs and 25 tables) as needed for the VRC operation. Church volunteers will set-up the tables and chairs in a manner that supports the VRC operation similar to the set-up identified in the VRC plan. This service will be available at no cost to the County.
12. Church dumpsters will not be accessible by the VRC operation. The County will provide an appropriate sized dumpster for the VRC operation

at the expense of the County. The location for the dumpster will be coordinated with VRC and Church staff.

13. Wireless internet access will only be provided by Church to those working in the VRC operation. Internet access will not be guaranteed to volunteers processed through the VRC. This service will be available at no cost to the County.
14. Church will not provide any designated telephone access points in the VRC areas. The County will provide cell phones to support the VRC operation at the expense of the County. Volunteers utilizing their personal cell phones in support of the VRC will not be reimbursed by the County. Use of personal cell phones will be at the expense of the individual.
15. The facility generator only runs 50% of the designated Northwest Hall HVAC, limited plug outlets, and limited lighting. Should the County need to augment appropriate equipment; the Church will assist in providing access and any set-up assistance as needed. This may include bringing in portable generators, temporary lighting, ventilation fans, etc.
16. Should any repairs or maintenance be required for the generator, the Church will work with their existing generator contractor to ascertain the repairs or maintenance needed, estimated costs for the work needed, the expected County share of those costs identified, and County EOC acceptance for their share of those costs before costs are incurred. Any costs not approved by the EOC in advance will be at risk for non-reimbursement by the County.
17. Any damages, repairs, or "extra" cleaning services required to restore the facility to pre-VRC operational condition must be coordinated through the County EOC prior to any expenditure for those services. Any expenses not coordinated and approved through the County EOC will be at risk of not being reimbursed by the County. All expenses will be submitted in a detailed and itemized invoice as appropriate.
18. All utilities will be prorated based upon the use of the facility and the impact of the VRC operations. The Church will bill County with an original, detailed, and itemized invoice for costs identified within this agreement. These costs will include, but not be limited to:

- a. Water
- b. Natural Gas for the operation of the generator
- c. Electricity

19. The Church will assist with the set-up and break down of any additional tables and chairs needed to support the participation of Be Ready Alliance Coordinating for Emergencies (BRACE) in support of the processing and coordination of affiliated volunteer groups presenting themselves to the VRC for processing and coordination. This may require the provision of additional tables and chairs within the VRC operation. Details will be identified within the County VRC plan.

B. Operations:

1. The Church will mobilize, operate, and demobilize the VRC operation at the request and direction of the County EOC.
2. The Church will recruit and maintain a core group of trained volunteers that will mobilize, operate, and demobilize the VRC operation at the request and direction of the County EOC.
3. Food services and housing operations for volunteers will not be provided as part of the VRC operation. Food and housing needs will be the responsibility of the individual volunteers or the organizations they may represent.
4. As volunteer turnover occurs with the core operational volunteers, the Church will request from County additional or ongoing VRC training on how to operate and manage a VRC operation on an as-needed basis. The County will coordinate such training with ESF 15.
5. If Church is unable to recruit enough people to mobilize and operate a VRC and/or existing Church volunteers must be augmented with additional staff, the Church will continue to make the facility available to the County for the VRC operation.
6. The Church will operate the VRC in accordance with the provided training and the County VRC plan and mobilize and demobilize at the direction of the County EOC.

7. The Church will maintain communications with ESF 15 and the County EOC on a regular basis throughout a VRC mobilization for appropriate coordination of activities and decision making processes.
8. Before, during, or after a disaster, the Church will notify the ESF 15 desk or County EOC of any resupplying that may be necessary to keep the VRC operational and the "go-kit" full of supplies as may be required.
9. The Church will coordinate with ESF 15 before the start of each hurricane season to review plans, procedures, responsibilities, and supplies to make sure the VRC remains a viable operation.
10. The Church will document all volunteer hours on appropriate forms, to include the VRC volunteer staff. Volunteer hours will be compiled, documented and submitted to the ESF 15 desk during and after a VRC operation as appropriate and requested by the EOC for use as a County match in the disaster reimbursement process.
11. Be Ready Alliance Coordinating for Emergencies (BRACE) will provide staffing in support of the VRC operation to assist in the processing and coordination of affiliated volunteer groups coming into the VRC seeking assignments in the community. The Church will coordinate with BRACE on the set-up and processing of those affiliated volunteers on a regular basis throughout the year or as needed.
12. Church will monitor staged supplies and promptly notify ESF 15 when additional supplies or equipment may be needed. Any additional supply or equipment needs will be coordinated through ESF 15 and the County EOC.
13. Should Church or other organization wish to provide snacks or food for volunteers, and it is agreeable with the Church at the time of an offer, the Church may choose to assist in coordinating space for the set-up and access of food for volunteers in the VRC area as appropriate.

II. RESPONSIBILITIES OF COUNTY:

A. Facility:

1. The County EOC will make the decision to mobilize the VRC and notify the Church staff with as much advanced notice as possible of the request to mobilize the VRC. The request may come with as little as 24-hour notice.
2. The County EOC will be the only entity with authority to mobilize the VRC whereby reimbursement may be provided by County to Church for eligible expenses related to the VRC operation as outlined in this agreement.
3. The County will develop and identify other locations within the County, as resources are possible, for VRC backup operations. The location(s) mobilized will be dependent upon the impacts and situation of the disaster.
4. The County will reimburse the Church for appropriate and approved costs as identified in this agreement within 30 days from an itemized and original invoice submission from the Church.
5. County shall not be liable for reimbursement of any expenses submitted without prior approval. Church must seek prior approval from County before incurring such expenses for any repairs, additional cleaning services, or damages caused as a result of the VRC operations.
6. Per paragraph I.A.12. above, County shall provide an appropriate sized dumpster for the VRC operation at the expense of County. The dumpster shall be delivered to Church within 48 hours of mobilization.

B. Operations:

1. The County will provide Church with reasonable notice of VRC mobilization, which may occur in as little as 24 hours. Upon providing such notification, the County will reimburse Church for all eligible expenses as provided in this agreement.
2. The County will not authorize any food or housing operations for volunteers and thus will not provide reimbursement to Church for any expenses incurred for such operations.

3. The VRC operation will be coordinated through ESF 15 in the County EOC, and any primary and coordination communications will be managed through ESF 15. Contact information will be provided to the Church and operational relationships will be developed between the Church and ESF 15.
 4. ESF 15 will coordinate throughout the VRC operation to share information and address operational needs as appropriate.
 5. County will provide all necessary operational supplies and equipment to maintain the VRC operation. Any additional operational supplies and equipment not otherwise identified in this agreement shall be coordinated through ESF 15 and must be authorized by the County EOC.
 6. County will provide a "go-kit" with all of the appropriate supplies, forms, and equipment necessary to operate a VRC. Any additional items may be provided as needed through ESF 15 and the County EOC logistics section.
 7. Per paragraph A(1)(n) above, Church shall not provide designated telephone access points within the VRC. County will provide cell phones at the facility during the VRC operation that may be utilized solely to support the operation.
 8. The County EOC will develop, maintain, and provide copies of the VRC plan to the Church so that proper operations may be accomplished. The plan will be coordinated with ESF 15 staff and organizations and the Church to maintain accuracy and expectation from all parties.
 9. County ESF 15 staff will coordinate the VRC operations with Church staff during activations and throughout the year for planning and operational purposes.
-

III. GENERAL PROVISIONS

A. Liability and Indemnification:

1. Each party to this agreement shall be liable only for the acts and omissions of its respective employees and agents in the performance of this agreement. Nothing in this agreement shall extend liability of either

party beyond the limits established in § 768.28, Florida Statutes, or serve as a waiver of the limitations provided in § 252.51, Florida Statutes.

2. Responsibility for damage to the facility by storm, act of God, or other hostile act during VRC operations shall remain with the Church. The Church will be responsible for providing applicable insurance coverage and compensation for all Church employees assigned to the facility during a VRC operation.

B. Termination:

This Agreement may be terminated by either Party for cause or convenience upon providing thirty (30) days written notice to the non-terminating party of such termination date.

C. Records:

The parties acknowledge that this Agreement and any other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provisions of Chapter 119, Florida Statutes, the other Party may, without prejudice to any right or remedy and after giving that Party seven (7) days written notice, terminate this Agreement.

D. Assignment:

This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Parties, without the prior written consent of the other Party. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

E. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the Parties stipulate that venue for any matter which is a subject of this Agreement shall be in the County of Escambia.

F. 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.

G. No Waiver:

The failure of a Party to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either Party's right to thereafter enforce the same in accordance with this Agreement.

H. Effective Date:

This MOU shall take effect upon approval by the County and the Church and filing with the Clerk of the Circuit Court of Escambia County.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representatives on the date mentioned above.

COUNTY:

This document approved as to form and legal sufficiency.

By: [Signature]
Title: ACA
Date: 9/13/12

Board of County Commissioners
Escambia County, Florida

By: _____
Wilson B. Robertson, Chairman

Date: _____

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Deputy Clerk

(SEAL)

BCC Approved: _____
Date Executed: _____

CHURCH:

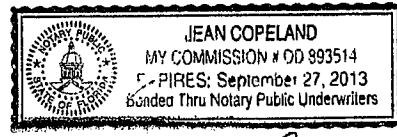
Hillcrest Baptist Church
Pensacola, Florida

By: *Brian Barlow*
Dr. Brian Barlow, Pastor of Missions

Date: September 25, 2013

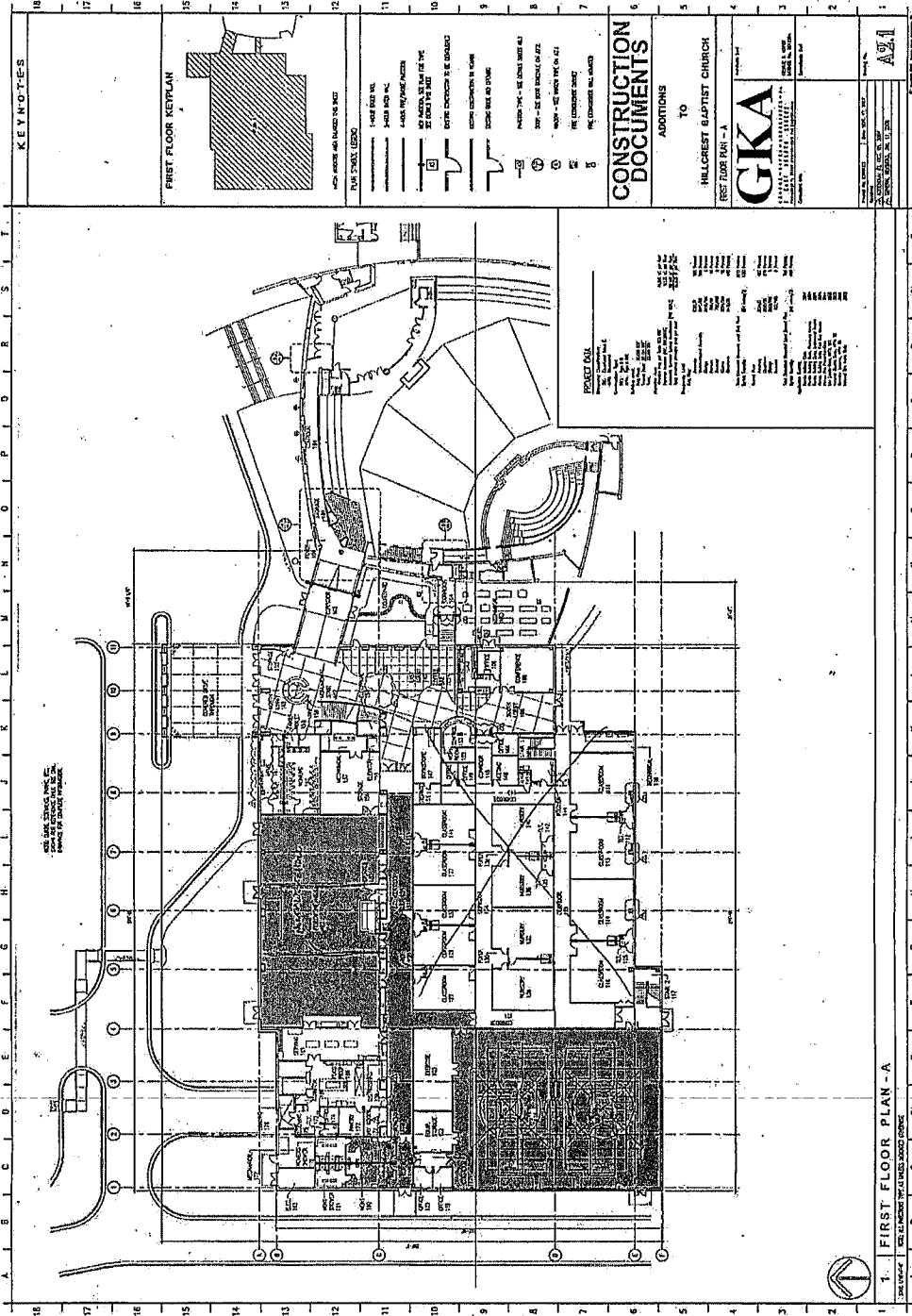
Witness: *Steven L. Pettitt*

Witness: *Doreen J. Lawrence*



Jean Copeland

EXHIBIT I





BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3347

County Administrator's Report 13. 8.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 10/18/2012

Issue: Gulf Consortium Formation

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

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Gulf Consortium Formation - Charles R. "Randy" Oliver, County Administrator

That the Board take the following action concerning the Gulf Consortium Formation:

- A. Ratify the Interlocal Agreement relating to the establishment of the Gulf Consortium;
- B. Approve the appointment of Commissioner Grover C. Robinson, IV, as Escambia County's Representative and Commissioner Gene M. Valentino as the Alternate Representative to the Gulf Consortium; and
- C. Ratify the Chairman's signature and adopt the Resolution authorizing the Gulf Consortium to act on behalf of Escambia County in implementing the RESTORE Act (Resources and Ecosystems Sustainability, Tourism, Opportunities, and Revived Economy of the Gulf Coast Act of 2011) in accordance with the Interlocal Agreement.

BACKGROUND:

The Gulf Consortium will be created by adoption of an Interlocal Agreement among any or all of the 23 "affected counties," including the 8 disproportionately affected counties and the 15 non-disproportionately affected counties which were impacted by the BP/Deep Water Horizon oil spill event. The Consortium will be governed by a Board of Directors consisting of one Representative appointed by each of the affected counties which join the Consortium.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The attached Resolution and Interlocal Agreement has been 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:

N/A

Attachments

gulf consortium interlocal agreement

gulf consortium resolution

EXECUTION COPY

**INTERLOCAL AGREEMENT RELATING TO
ESTABLISHMENT OF THE
GULF CONSORTIUM**

Dated as of September 19, 2012

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**INTERLOCAL AGREEMENT RELATING TO
ESTABLISHMENT OF THE
GULF CONSORTIUM**

THIS INTERLOCAL AGREEMENT, dated as of September 19, 2012 (the "Interlocal Agreement"), is jointly entered into by the counties which are signatory hereto (collectively, the "Consortium Members"), each of which are political subdivisions or other government agencies of the State of Florida and constitute a "public agency" as that term is defined by Part I of Chapter 163, Florida Statutes (the "Interlocal Act"), and such other public agencies as are added as additional Consortium Members as provided in Section 3.01 hereof.

W I T N E S S E T H:

WHEREAS, each of the initial Consortium Members are political subdivisions of the State of Florida and have all powers of self-government pursuant to their home rule powers and express grants of authority provided by general law, including, but not limited to, those powers granted under Chapter 125, Florida Statutes; and

WHEREAS, all Consortium Members are public agencies of the State of Florida, within the meaning of Part I of Chapter 163, Florida Statutes (the "Interlocal Act"); and

WHEREAS, the Consortium Members, as public agencies under the Interlocal Act, may enter into interlocal agreements with each other to jointly exercise any power, privilege or authority which such Consortium Members share in common and which each might exercise separately. The joint exercise of this authority permits the Consortium Members to make the most efficient use of their powers by enabling them to cooperate on the basis of mutual benefit and, pursuant to this authority, to form a governmental entity that will best serve the needs of such Consortium Members and their citizens; and

WHEREAS, the Interlocal Act authorizes the Consortium Members to enter into an interlocal agreement for the purposes of creating a separate legal entity for the purpose of the joint exercise of the common powers of the Consortium Members; and

WHEREAS, the United States Congress approved, and the President signed into law, the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (the "RESTORE Act"), which established potential funding sources for various purposes which will enhance and benefit the Gulf Coast area. Such funding sources are to be derived from administrative and civil penalties from responsible parties in connection with the explosion on and sinking of the mobile offshore drilling unit Deepwater Horizon; and

WHEREAS, the initial Consortium Members are counties which were impacted by the Deepwater Horizon event and the provisions of the RESTORE Act are applicable to it; and

WHEREAS, under the provisions of the RESTORE Act, a Trust Fund (the "Trust Fund") is established through which funding is available for various projects, improvements, development and environmental mitigation within the Gulf Coast regions; and

WHEREAS, the Consortium Members have determined that it is in their best interests to create a legal entity to join together for the purposes of implementing the consortia of local political subdivisions contemplated by the RESTORE Act, for the purposes of the development of the plan for the expenditure of the oil spill restoration impact allocation and to jointly serve the interests of the Consortium Members; and

WHEREAS, the Consortium Members seek to jointly exercise their power to consider and promote proposals to be funded through the Trust Fund and to seek on behalf of the Consortium and its members the funding of eligible projects within their respective areas; and

WHEREAS, the Consortium Members seek to join together to arrive at mutually beneficial projects, programs and improvements which will enhance the ecosystems and economy of the Consortium Members and to collectively fulfill their responsibilities under the RESTORE Act to develop a plan for expenditure of certain funds within the Trust Fund.

NOW, THEREFORE, in consideration of the foregoing, it is mutually agreed by and among the Consortium Members that now or may hereafter execute this Interlocal Agreement, that the "Gulf Consortium," is a legal entity, public body and a unit of local government with all of the privileges, benefits, powers and

terms of the hereinafter defined Act and this Interlocal Agreement, and is hereby created for the purposes described herein.

ARTICLE I

DEFINITIONS

SECTION 1.01. DEFINITIONS. The following definitions shall govern the interpretation of this Interlocal Agreement:

"Act" shall mean, with respect to Consortium Members that are Affected Counties, the "Home Rule" powers and all provisions of general law granting powers and authority to each such Consortium Member, including, but not limited to, Chapter 125, Florida Statutes, the Interlocal Act, and other applicable provisions of law, and to other Consortium Members, all provisions of general law granting powers and authority to such Consortium Member, including the Interlocal Act.

"Affected County" shall mean any of the 23 Florida counties with frontage on the Gulf of Mexico.

"Consortium Members" shall mean the member or members of the Consortium, from time to time, as shall be provided for by this Interlocal Agreement.

"Board" shall mean the governing board of the Consortium, consisting of the Directors appointed hereunder.

"Consortium" shall mean the Gulf Consortium, a legal entity and public body, created pursuant to the provisions of the Interlocal Act and by this Interlocal Agreement.

"Director" shall mean that individual appointed by each Consortium Member in accordance with the provisions hereof to serve as part of the Board.

"Fiscal Year" shall mean the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be determined by the Board.

"Manager" shall mean the individual or entity selected and engaged by the Board to provide administrative functions of the Consortium.

"Interlocal Act" shall mean Part I of Chapter 163, Florida Statutes.

"Interlocal Agreement" shall mean this Interlocal Agreement, including any amendments or supplements hereto, executed and delivered in accordance with the terms hereof.

"Public Agencies" shall mean any "public agency", as that term is defined by the Interlocal Act.

"RESTORE Act" shall have the meaning set forth in the preambles hereof.

"State" shall mean the State of Florida.

Whenever any words are used in this Interlocal Agreement in the masculine gender, they shall be construed as though they were also used in the feminine or neuter gender in all situations where they would so apply, and whenever any words are used in this Interlocal Agreement in the singular form, they shall be construed as though they were also used in the plural form in all situations where they would so apply.

ARTICLE II

THE CONSORTIUM

SECTION 2.01. CREATION. The Consortium Members hereby jointly create and establish the "Gulf Consortium", a legal entity and public body and a unit of local government, with all of the privileges, benefits, powers and terms provided for herein and by the Act.

SECTION 2.02. PURPOSES.

(A) The purpose of this Interlocal Agreement is for the establishment of the Consortium, which will serve as the consortia or establish the consortia of local political subdivisions as contemplated by the RESTORE Act for those counties which are members of the Consortium. The Consortium is intended to assist in or be responsible for, as determined by the Board:

- (1) the development of the plan for the expenditure of the Oil Spill Restoration Impact Allocation required by the RESTORE Act;
- (2) the preparation and processing of applications or proposals for funding under the competitive program to be processed and administered by the Gulf Coast Ecosystem Restoration Council;
- (3) acting as a resource for Consortium Members, to the extent requested by that Member, in the planning, administration and expenditure of that Member's share or portion thereof provided directly to the disproportionately and nondisproportionately impacted counties pursuant to the RESTORE Act upon such terms and conditions agreed to by that Consortium Member and at the sole expense of that Consortium Member; provided, that nothing contained herein is intended to impact the amount or timing of any such distribution provided directly to the disproportionately and nondisproportionately impacted counties;
- (4) acting as a resource in the obtaining of additional funding for programs through other available revenue sources, including, but not limited to, those available for the Natural Resource Damage Assessment (NRDA);

(5) acting as an advocate and representing the Consortium Members in the development of federal rules relating to the implementation of the RESTORE Act; and

(6) acting as an advocate for the Consortium Members with executive agencies, the Florida Legislature and the United States government.

(B) It is determined that the creation and organization of the Consortium and the fulfillment of its objectives serves a public purpose, and is in all respects for the benefit of the people of the State, Consortium Members, affected Public Agencies and their citizens.

(C) It is determined that the Consortium is performing an essential governmental function. All property of the Consortium is and shall in all respects be considered to be public property, and the title to such property, to the extent required, shall be held by the Consortium for the benefit of the public. The use of such property shall be considered to serve a public purpose, until disposed of upon such terms as the Consortium may deem appropriate.

SECTION 2.03. CONSORTIUM MEMBERS. The Consortium Members shall consist of those Public Agencies set forth below or joined as provided in Article III.

SECTION 2.04. DURATION OF CONSORTIUM. The Consortium shall be in perpetual existence until the earlier of the following occurs:

(A) all revenue within the Trust Fund created pursuant to the RESTORE Act is expended and the program established by the RESTORE Act is dissolved; or

(B) the Consortium is dissolved by the majority vote of its Board.

ARTICLE III

MEMBERSHIP AND REPRESENTATION

SECTION 3.01. MEMBERSHIP.

(A) Membership in the Consortium shall consist of Public Agencies that approve this Interlocal Agreement pursuant to Article III.

(B) The initial Consortium Members shall on the date hereof consist of those counties approving this Interlocal Agreement prior to October 19, 2012.

(C) To the extent permitted by the Interlocal Act and the RESTORE Act, the Consortium may admit any additional Public Agency to membership upon application of such Public Agency, the approval of this Interlocal Agreement by that Public Agency, and the affirmative vote of the majority of all Directors at a duly called meeting of the Board of the Consortium; provided, that any Affected County shall automatically be admitted to membership upon application thereof. This Interlocal Agreement need not be amended in order to admit any Public Agency as a Member of the Consortium; however, any new Consortium Member which is not an Affected County shall be required to evidence its approval of any conditions imposed on its membership by the existing Directors of the Consortium. Approval of the governing bodies of each existing Consortium Member shall not be required for the purpose of admitting a new Consortium Member.

(D) As a precondition to membership in the Consortium, each Consortium Member shall constitute a Florida municipality, county or such other Public Agency which is permitted by the Interlocal Act to be a member of the Consortium. Such new Consortium Member shall execute, deliver and record a duly authorized counterpart to this Interlocal Agreement, as it exists at the time of its approval.

SECTION 3.02. REPRESENTATION.

(A) Each Consortium Member shall appoint one Director to act as its representative on the Board. Each Director shall be an individual who shall be appointed specifically by name or by position. The Consortium Member shall notify the Manager and the Chairman in writing as to the individual designated as their Director.

(B) Directors may be an elected official, appointed official, employee or other designee of a Consortium Member.

SECTION 3.03. ACTION.

(A) The affairs, actions and duties of the Consortium shall be undertaken at a duly called meeting pursuant to Section 3.07 hereof.

(B) At any meeting of the Consortium at which any official action is to be taken, a majority of all Directors shall constitute a quorum. A majority vote of a quorum of the Directors present at a duly called meeting shall constitute an act of the Consortium, except as otherwise provided herein. Except as may be established by the Board with respect to any new Consortium Member which is not an Affected County, each Director is entitled to cast one vote.

(C) A certificate, resolution or instrument authorized by the Board and signed by the Chairman, Vice-Chairman or such other person of the Consortium as may hereafter be designated and authorized by the Board, shall be evidence of the action of the Consortium and any such certificate, resolution or other instrument so signed shall conclusively be presumed to be authentic. Likewise, all facts and matters stated therein shall conclusively be presumed to be accurate and true.

SECTION 3.04. ELECTION OF OFFICERS. Once a year, and at such other time as may be necessary to fill a vacancy, at a duly called meeting of the Board called for the purpose thereof, the Consortium through its Directors shall elect a Chairman, a Vice-Chairman and a Secretary-Treasurer to conduct the meetings of the Board and to perform such other functions as herein provided. Said Chairman, Vice-Chairman and Secretary-Treasurer shall each serve one (1) year terms unless they resign from the Consortium, are removed by the Member they represent, or such officer is otherwise replaced as a Director of the Board. Officers may, if elected by the Directors, serve longer than a one (1) year term.

SECTION 3.05. AUTHORITY OF OFFICERS.

(A) The Chairman and the Vice-Chairman shall take such actions and have such powers as provided by the Board. The Chairman shall sign all documents on behalf of the Consortium and take such action as may be in furtherance of the purposes of this Interlocal Agreement as may be approved by resolution or action of the Board adopted at a duly called meeting. The Vice-Chairman shall act in the absence or otherwise inability of the Chairman to act.

(B) The Secretary-Treasurer, or his designee, shall keep and maintain all minutes of all meetings of the Board, but such minutes need not be verbatim. Copies of all minutes of the meetings of the Board shall be sent by the Secretary-Treasurer or his designee to all Directors of the Consortium. The Secretary-Treasurer may also attest to the execution of documents. The Secretary-Treasurer shall have such other powers as may be approved by resolution or other action of the Board adopted at a duly called meeting.

SECTION 3.06. RESIGNATION OR REMOVAL OF DIRECTOR.

(A) Any Director may resign from all duties or responsibilities hereunder by giving at least thirty (30) days prior written notice to the Manager and Chairman. Such notice shall state the date said resignation shall take effect and such resignation shall take effect on that date.

(B) Each Consortium Member, in its sole discretion, may remove its designated Director at any time and may appoint a new Director to serve on the Board upon written notice being given to the Manager and Chairman. Each Consortium Member may also designate an alternate or designee to serve in a Director's place in the event the Director is unavailable.

(C) In the event the Director of a Consortium Member shall resign or be removed, such Consortium Member shall appoint a new Director within thirty (30) days.

(D) Any Director who resigns or is removed and who is an officer of the Consortium shall immediately turn over and deliver to the Manager any and all records, books, documents or other property in his possession or under his control which belong to the Consortium.

SECTION 3.07. MEETINGS.

(A) The Board shall convene at a meeting duly called by either a majority of the Directors or the Chairman. The Directors may establish regular meeting times and places. Meetings shall be conducted at such locations as may be determined by the majority of the Directors or the Chairman. Notice of a special meeting, unless otherwise waived, shall be furnished to each Director by the Manager not less than seven (7) calendar days prior to the date of such meeting; provided the Chairman or, in his absence or unavailability, the Vice-Chairman, may call a meeting upon twenty-four (24) hours written notice, if such officer

determines an emergency exists. All meetings shall be noticed in accordance with Florida law.

(B) Within thirty (30) calendar days of the creation of the Consortium, the duly appointed Directors shall hold an organizational meeting to elect officers and perform such other duties as are provided for under this Interlocal Agreement.

(C) To the extent allowed, meetings may be held by means of media technology in conformity with the Interlocal Act.

SECTION 3.08. WITHDRAWAL OR DISMISSAL OF CONSORTIUM MEMBERS. Any Consortium Member may withdraw from the Consortium at any time, if the following conditions are satisfied:

(A) there shall be at least two (2) Consortium Members remaining in the Consortium subsequent to withdrawal; and

(B) a certified resolution from the Consortium Member's governing body setting forth its intent to withdraw is presented to the Consortium. Upon satisfaction of the foregoing conditions, such withdrawal shall be effective.

SECTION 3.09. EXPENSES. The Consortium may establish, from time to time, procedures for reimbursement for reasonable expenses incurred by Directors and employees of the Consortium. The Consortium shall also establish a mechanism for assessing or apportioning Consortium expenses to the Consortium Members. The expenditure of all expenses and approval of travel shall be in conformity with the provisions of Florida law governing travel and reimbursement of expenses for public officials.

SECTION 3.10. LIABILITY. No Director, agent, officer, official or employee of the Consortium shall be liable for any action taken pursuant to this Interlocal Agreement in good faith or for any omission, except gross negligence, or for any act of omission or commission by any other Director, agent, officer, official or employee of the Consortium.

SECTION 3.11 EXECUTIVE COMMITTEE. An Executive Committee of the Board shall be established that shall consist of the Chairman, the Vice-Chairman, the Secretary-Treasurer and two other Directors designated by the foregoing three officers. The Executive Committee shall have the power to act on behalf of the Board in items of the activities set forth in Section 4.01(A)(2), (3),

(4), (6), (7), (11), (13), (15), (16), (17), (23) and (24) hereof, and such other powers as may be designated by the Board.

SECTION 3.12 PRINCIPAL PLACE OF BUSINESS. The Consortium's principal place of business, within the meaning of Section 163.01 (11), Florida Statutes, shall initially be Leon County, Florida, subject to modification by action of the Board.

ARTICLE IV

POWERS AND DUTIES

SECTION 4.01. POWERS.

(A) The Consortium shall have all powers to carry out the purposes of this Interlocal Agreement, including the following powers which shall be in addition to and supplementing any other privileges, benefits and powers granted by the Act, or otherwise by the Interlocal Agreement:

(1) To enter into other interlocal agreements or join with any other special purpose or general purpose local governments, public agencies or authorities or create a separate entity as permitted by the Act in the exercise of common powers or to assist the Consortium in fulfilling its purpose under this Interlocal Agreement.

(2) To sue and be sued in the name of the Consortium.

(3) To adopt and use a seal and authorize the use of a facsimile thereof.

(4) To contract with any public or private entity or person upon such terms as the Board deems appropriate.

(5) To acquire, by purchase, gift, devise or otherwise, and to dispose of, real or personal property, or any estate therein, including the power to determine how property will be disposed of upon the dissolution of the Consortium.

(6) To make and execute contracts or other instruments necessary or convenient to the exercise of its powers.

(7) To maintain an office or offices at such place or places as the Board may designate from time to time, and to establish a custodian for the records of the Consortium.

(8) To lease, as lessor or lessee, to or from any person, firm, corporation, association or body, public or private, facilities or property of any nature to carry out any of the purposes authorized by this Interlocal Agreement.

(9) To apply for and accept grants, loans and subsidies from any governmental entity for the funding of projects, improvements or mitigation, and to comply with all requirements and conditions imposed in connection therewith.

(10) To the extent allowed by law and to the extent required to effectuate the purposes hereof, to exercise all privileges, immunities and exemptions accorded municipalities and counties of the State under the provisions of the constitution and laws of the State.

(11) To invest its moneys in such investments as directed by the Board in accordance with State law.

(12) To provide for the establishment of advisory committees or councils to the Board or other interlocal entities under the auspices of the Board.

(13) To fix the time and place or places at which its regular meetings shall be held, and to call and hold special meetings.

(14) To make and adopt rules and procedures, resolutions and take such other actions as are not inconsistent with the Constitution and laws of the State of Florida, the provisions of the Interlocal Act or this Interlocal Agreement that are necessary for the governance and management of the affairs of the Consortium, and further, the powers, obligations and responsibilities vested in the Consortium by this Interlocal Agreement.

(15) To select and engage a Manager, who shall administer the operations of the Consortium, manage the staff of the Consortium, as authorized by the Board, and perform all other administrative duties as directed by the Board.

(16) To employ or hire such attorneys or firm(s) of attorneys as it deems appropriate to provide legal advice and/or other legal services to the Consortium.

(17) To employ or hire engineers, consultants or other specialized professionals as it deems appropriate to further the purposes of the Consortium.

(18) To create any and all necessary offices in addition to Chairman, Vice-Chairman and Secretary-Treasurer; to establish other committees; to establish the powers, duties and compensation of all employees; and to require and fix the

amount of all official bonds necessary for the protection of the funds and property of the Consortium.

(19) To take such action and employ such persons or entities as are necessary to prepare, develop and submit to the Gulf Coast Ecosystem Restoration Council the plan for the Oil Spill Restoration Impact Allocation contemplated by the RESTORE Act setting forth those projects, programs and activities that will improve the ecosystems or economy of the State of Florida.

(20) To prepare, develop and submit applications for funding from the Trust Fund under the competitive program administered by the Gulf Coast Ecosystem Restoration Council on behalf of the Consortium or a Member.

(21) To advise, assist and aid Consortium Members, upon their request, in the planning, administration and expenditure of that Member's share or portion thereof of amounts provided directly to the disproportionately and nondisproportionately impacted Counties pursuant to the RESTORE Act, upon such terms and conditions agreed to by that Member and at the sole expense of that Consortium Member.

(22) To advise, assist and aid the Consortium in obtaining additional funding from other programs for projects, programs or mitigation on behalf of the Consortium or its Members.

(23) To hire or engage staff, attorneys and professionals to act as an advocate and represent the interests of Consortium Members in the Federal rulemaking process.

(24) To hire or engage staff, attorneys and professionals as an advocate and to represent the interests of the Consortium and its Members before Federal and State agencies and the Legislature.

(25) To do all acts and to exercise all of the powers necessary, convenient, incidental, implied or proper in connection with any of the powers, duties or purposes authorized by this Interlocal Agreement or the Act.

(B) In exercising the powers conferred by this Interlocal Agreement, the Board shall act by resolution or other action approved at duly noticed and publicly held meetings in conformance with applicable law.

(C) The provisions of Chapter 120, Florida Statutes, shall not apply to the Consortium.

(D) The Consortium shall be subject to the provisions of the Florida Sunshine Law under Chapter 286, Florida Statutes. All records of the Consortium shall be subject to the Public Records Law.

SECTION 4.02. ANNUAL BUDGET.

(A) Following the creation of the Consortium, the Board shall approve a budget which shall provide for revenues and expenditures during the remainder of the fiscal year in which it was formed. Such interim budget procedures shall be utilized solely for the initial year of creation of the Consortium, after which the budget shall be created pursuant to the remaining provisions of this section.

(B) Prior to October 1 of each year the Board will adopt an annual budget for the Consortium. Such budget shall be prepared within the time periods required for the adoption of a tentative and final budget for county governments under general law. The annual budget shall contain an estimate of receipts by source and an itemized estimation of expenditures anticipated to be incurred to meet the financial needs and obligations of the Consortium. The Manager shall prepare the annual budget.

(C) The adopted budget shall be the operating and fiscal guide for the Consortium for the ensuing Fiscal Year. The Board may from time to time amend the budget at any duly called regular or special meeting.

(D) The Consortium shall provide financial reports in such form and in such manner as prescribed pursuant to this Interlocal Agreement and Chapter 218, Florida Statutes.

SECTION 4.03. AD VALOREM TAXATION NOT AUTHORIZED.

The Consortium shall not have the power to levy and assess an ad valorem tax on any property for any reason.

ARTICLE V

MISCELLANEOUS

SECTION 5.01. DELEGATION OF DUTY. Nothing contained herein shall be deemed to authorize the delegation of any of the constitutional or statutory duties of the State or the Consortium Members or any officers thereof.

SECTION 5.02. FILING. A copy of this Interlocal Agreement shall be filed for record with the Clerk of the Circuit Court of Leon County, Florida, and with the Clerk of the Circuit Court of any other County subsequently determined to be the Consortium's principal place of business.

SECTION 5.03. IMMUNITY.

(A) All of the privileges and immunities from liability and exemptions from laws, ordinances and rules which apply to the activity of officials, officers, agents or employees of the Consortium Members shall apply to the officials, officers, agents or employees of the Consortium when performing their respective functions and duties under the provisions of this Interlocal Agreement.

(B) The Consortium and each Consortium Member shall be entitled to all protections granted to them under Sections 768.28 and 163.01(9)(c), Florida Statutes, other Florida Statutes and the common law governing sovereign immunity. Pursuant to Section 163.01(5)(o), Florida Statutes, Consortium Members may not be held jointly liable for the torts of the officers or employees of the Consortium, or any other tort attributable to the Consortium, and that the Consortium alone shall be liable for any torts attributable to it or for torts of its officers, employees or agents, and then only to the extent of the waiver of sovereign immunity or limitation of liability as specified in Section 768.28, Florida Statutes. Nothing in this Interlocal Agreement shall be deemed to constitute a waiver of sovereign immunity.

(C) The Consortium Members intend that the Consortium shall have all of the privileges and immunities from liability and exemptions from laws, ordinances, rules and common law which apply to the municipalities and counties of the State. Nothing in this Interlocal Agreement is intended to inure to the benefit of any third-party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

SECTION 5.04. LIMITED LIABILITY. No Consortium Member shall in any manner be obligated to pay any debts, obligations or liabilities arising as a result of any actions of the Consortium, the Directors or any other agents, employees, officers or officials of the Consortium, except to the extent otherwise mutually agreed upon by that Member, and neither the Consortium, the Directors or any other agents, employees, officers or officials of the Consortium have any authority or power to otherwise obligate any individual Consortium Member in any manner.

SECTION 5.05. AMENDMENTS. This Interlocal Agreement may be amended in writing at any time by the concurrence of all of the Directors present at a duly called meeting of the Consortium and subsequent ratification by the governing body of each Consortium Member. However, this Interlocal Agreement may not be amended so as to (A) permit any profits of the Consortium to inure to the benefit of any private person, or (B) permit the diversion or application of any of the moneys or other assets of the Consortium for any purposes other than those specified herein.

SECTION 5.06. SEVERABILITY. In the event that any provision of this Interlocal Agreement shall, for any reason, be determined invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the other provisions of this Interlocal Agreement shall remain in full force and effect.

SECTION 5.07. CONTROLLING LAW. This Interlocal Agreement shall be construed and governed by Florida law.

SECTION 5.08. EFFECTIVE DATE. This Interlocal Agreement shall become effective on the later of (A) the dated date hereof, or (B) the date the last initial Consortium Member executes this Interlocal Agreement and the filing requirements of Section 5.02 hereof are satisfied.

**SIGNATURE PAGE TO
INTERLOCAL AGREEMENT RELATING TO ESTABLISHMENT
OF THE GULF CONSORTIUM**

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Wilson B. Robertson

Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Doris Harris

Deputy Clerk

This document approved as to form
and legal sufficiency

By *[Signature]*

Title County Attorney

Date 10-10-12



Duplicate Original

RESOLUTION NUMBER R2012-144

A RESOLUTION OF ESCAMBIA COUNTY, FLORIDA APPROVING THE FORM OF THE INTERLOCAL AGREEMENT THAT ADMITS THE COUNTY AS A MEMBER OF THE GULF CONSORTIUM; AUTHORIZING THE GULF CONSORTIUM TO ACT ON THE COUNTY'S BEHALF IN THE IMPLEMENTATION OF THE RESTORE ACT IN ACCORDANCE WITH THE INTERLOCAL AGREEMENT; AUTHORIZING EXECUTION OF THE INTERLOCAL AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF [NAME] COUNTY, FLORIDA AS FOLLOWS:

SECTION 1. AUTHORITY FOR THE RESOLUTION. This Resolution is adopted pursuant to the provisions of section 125.01 and Part I of Chapter 163, Florida Statutes.

SECTION 2. FINDINGS. Escambia County, Florida (the "County"), does hereby find and determine that:

(A) The County is a county with frontage on the Gulf of Mexico entitled to membership in the Gulf Consortium, a joint public entity created by interlocal agreement among any or all of the counties along the Gulf Coast of Florida.

(B) The County desires to become a member of the Gulf Consortium.

(C) In order to properly document the admission of the County to membership in the Gulf Consortium, it is necessary and desirable for the County to authorize, execute, and deliver the Interlocal Agreement Relating to Establishment of the Gulf Consortium (the "Interlocal Agreement"), the form of which is attached hereto as Exhibit A.

(D) To maximize the use of County resources and staff, it is in the best interest of the County to authorize the Gulf Consortium and to appoint a representative and alternate to the Board of Directors to act on behalf of the County in implementing the RESTORE Act in accordance with the Interlocal Agreement.

SECTION 3. THE APPROVAL OF THE INTERLOCAL AGREEMENT RELATING TO THE RESTORE ACT. The form, terms and provisions of the Interlocal Agreement, submitted to this meeting, attached hereto as Exhibit A is intended to set the terms and conditions for the Gulf Consortium to act on behalf of the County in the implementation of the RESTORE Act upon the County becoming a

Member of the Gulf Consortium. The form, terms and provisions of the Interlocal Agreement are hereby approved and the Chairman of the Board of County Commissioners of the County and Clerk of the County are hereby authorized to execute and deliver said Interlocal Agreement in its name on behalf of the County.

SECTION 4. APPOINTMENT OF THE COUNTY'S REPRESENTATIVE AND ALTERNATE TO THE BOARD OF DIRECTORS. In accordance with Sections 3.02 and 3.06(B) of the Interlocal Agreement, the County hereby appoints Escambia County Commissioner Grover C. Robinson, IV as the County's representative to the Board of Directors and Escambia County Commissioner Gene M. Valentino as the County's alternate Director to serve in the event the Director is unavailable.

SECTION 5. FILING OF INTERLOCAL AGREEMENT. The County Clerk is hereby directed to file the Interlocal Agreement with the Clerk of the Circuit Court in Leon County, Florida as required by Section 163.01(11), Florida Statutes.

SECTION 6. GENERAL AUTHORITY. The members of the County Commission and the officers, attorneys and other agents or employees of the County are hereby authorized to do all acts and things required of them by this Resolution and the Interlocal Agreement, or desirable or consistent with the requirements hereof or thereof for the full, punctual and complete performance of all the terms, covenants and agreements contained herein or in the Interlocal Agreement, and each member, employee, attorney and officer of the County and the County Clerk is hereby authorized and directed to execute and deliver any and all papers and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated hereunder and under the Interlocal Agreement.

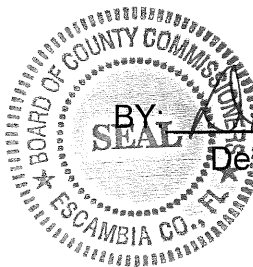
SECTION 7. SEVERABILITY AND INVALID PROVISIONS. If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof or of the Interlocal Agreement.

SECTION 8. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

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



Wilson B. Robertson, Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk to the Circuit Court



BY: 
Deputy Clerk

BCC Approved: October 18, 2012

APPROVED AS TO FORM:

Alison P. Rogers
Escambia County Attorney

EXECUTION COPY

**INTERLOCAL AGREEMENT RELATING TO
ESTABLISHMENT OF THE
GULF CONSORTIUM**

Dated as of September 19, 2012

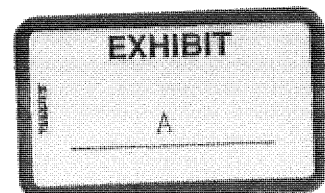


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**INTERLOCAL AGREEMENT RELATING TO
ESTABLISHMENT OF THE
GULF CONSORTIUM**

THIS INTERLOCAL AGREEMENT, dated as of September 19, 2012 (the "Interlocal Agreement"), is jointly entered into by the counties which are signatory hereto (collectively, the "Consortium Members"), each of which are political subdivisions or other government agencies of the State of Florida and constitute a "public agency" as that term is defined by Part I of Chapter 163, Florida Statutes (the "Interlocal Act"), and such other public agencies as are added as additional Consortium Members as provided in Section 3.01 hereof.

WITNESSETH:

WHEREAS, each of the initial Consortium Members are political subdivisions of the State of Florida and have all powers of self-government pursuant to their home rule powers and express grants of authority provided by general law, including, but not limited to, those powers granted under Chapter 125, Florida Statutes; and

WHEREAS, all Consortium Members are public agencies of the State of Florida, within the meaning of Part I of Chapter 163, Florida Statutes (the "Interlocal Act"); and

WHEREAS, the Consortium Members, as public agencies under the Interlocal Act, may enter into interlocal agreements with each other to jointly exercise any power, privilege or authority which such Consortium Members share in common and which each might exercise separately. The joint exercise of this authority permits the Consortium Members to make the most efficient use of their powers by enabling them to cooperate on the basis of mutual benefit and, pursuant to this authority, to form a governmental entity that will best serve the needs of such Consortium Members and their citizens; and

WHEREAS, the Interlocal Act authorizes the Consortium Members to enter into an interlocal agreement for the purposes of creating a separate legal entity for the purpose of the joint exercise of the common powers of the Consortium Members; and

WHEREAS, the United States Congress approved, and the President signed into law, the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (the "RESTORE Act"), which established potential funding sources for various purposes which will enhance and benefit the Gulf Coast area. Such funding sources are to be derived from administrative and civil penalties from responsible parties in connection with the explosion on and sinking of the mobile offshore drilling unit Deepwater Horizon; and

WHEREAS, the initial Consortium Members are counties which were impacted by the Deepwater Horizon event and the provisions of the RESTORE Act are applicable to it; and

WHEREAS, under the provisions of the RESTORE Act, a Trust Fund (the "Trust Fund") is established through which funding is available for various projects, improvements, development and environmental mitigation within the Gulf Coast regions; and

WHEREAS, the Consortium Members have determined that it is in their best interests to create a legal entity to join together for the purposes of implementing the consortia of local political subdivisions contemplated by the RESTORE Act, for the purposes of the development of the plan for the expenditure of the oil spill restoration impact allocation and to jointly serve the interests of the Consortium Members; and

WHEREAS, the Consortium Members seek to jointly exercise their power to consider and promote proposals to be funded through the Trust Fund and to seek on behalf of the Consortium and its members the funding of eligible projects within their respective areas; and

WHEREAS, the Consortium Members seek to join together to arrive at mutually beneficial projects, programs and improvements which will enhance the ecosystems and economy of the Consortium Members and to collectively fulfill their responsibilities under the RESTORE Act to develop a plan for expenditure of certain funds within the Trust Fund.

NOW, THEREFORE, in consideration of the foregoing, it is mutually agreed by and among the Consortium Members that now or may hereafter execute this Interlocal Agreement, that the "Gulf Consortium," is a legal entity, public body and a unit of local government with all of the privileges, benefits, powers and

terms of the hereinafter defined Act and this Interlocal Agreement, and is hereby created for the purposes described herein.

ARTICLE I

DEFINITIONS

SECTION 1.01. DEFINITIONS. The following definitions shall govern the interpretation of this Interlocal Agreement:

"Act" shall mean, with respect to Consortium Members that are Affected Counties, the "Home Rule" powers and all provisions of general law granting powers and authority to each such Consortium Member, including, but not limited to, Chapter 125, Florida Statutes, the Interlocal Act, and other applicable provisions of law, and to other Consortium Members, all provisions of general law granting powers and authority to such Consortium Member, including the Interlocal Act.

"Affected County" shall mean any of the 23 Florida counties with frontage on the Gulf of Mexico.

"Consortium Members" shall mean the member or members of the Consortium, from time to time, as shall be provided for by this Interlocal Agreement.

"Board" shall mean the governing board of the Consortium, consisting of the Directors appointed hereunder.

"Consortium" shall mean the Gulf Consortium, a legal entity and public body, created pursuant to the provisions of the Interlocal Act and by this Interlocal Agreement.

"Director" shall mean that individual appointed by each Consortium Member in accordance with the provisions hereof to serve as part of the Board.

"Fiscal Year" shall mean the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be determined by the Board.

"Manager" shall mean the individual or entity selected and engaged by the Board to provide administrative functions of the Consortium.

"Interlocal Act" shall mean Part I of Chapter 163, Florida Statutes.

"Interlocal Agreement" shall mean this Interlocal Agreement, including any amendments or supplements hereto, executed and delivered in accordance with the terms hereof.

"Public Agencies" shall mean any "public agency", as that term is defined by the Interlocal Act.

"RESTORE Act" shall have the meaning set forth in the preambles hereof.

"State" shall mean the State of Florida.

Whenever any words are used in this Interlocal Agreement in the masculine gender, they shall be construed as though they were also used in the feminine or neuter gender in all situations where they would so apply, and whenever any words are used in this Interlocal Agreement in the singular form, they shall be construed as though they were also used in the plural form in all situations where they would so apply.

ARTICLE II

THE CONSORTIUM

SECTION 2.01. CREATION. The Consortium Members hereby jointly create and establish the "Gulf Consortium", a legal entity and public body and a unit of local government, with all of the privileges, benefits, powers and terms provided for herein and by the Act.

SECTION 2.02. PURPOSES.

(A) The purpose of this Interlocal Agreement is for the establishment of the Consortium, which will serve as the consortia or establish the consortia of local political subdivisions as contemplated by the RESTORE Act for those counties which are members of the Consortium. The Consortium is intended to assist in or be responsible for, as determined by the Board:

- (1) the development of the plan for the expenditure of the Oil Spill Restoration Impact Allocation required by the RESTORE Act;
- (2) the preparation and processing of applications or proposals for funding under the competitive program to be processed and administered by the Gulf Coast Ecosystem Restoration Council;
- (3) acting as a resource for Consortium Members, to the extent requested by that Member, in the planning, administration and expenditure of that Member's share or portion thereof provided directly to the disproportionately and nondisproportionately impacted counties pursuant to the RESTORE Act upon such terms and conditions agreed to by that Consortium Member and at the sole expense of that Consortium Member; provided, that nothing contained herein is intended to impact the amount or timing of any such distribution provided directly to the disproportionately and nondisproportionately impacted counties;
- (4) acting as a resource in the obtaining of additional funding for programs through other available revenue sources, including, but not limited to, those available for the Natural Resource Damage Assessment (NRDA);

(5) acting as an advocate and representing the Consortium Members in the development of federal rules relating to the implementation of the RESTORE Act; and

(6) acting as an advocate for the Consortium Members with executive agencies, the Florida Legislature and the United States government.

(B) It is determined that the creation and organization of the Consortium and the fulfillment of its objectives serves a public purpose, and is in all respects for the benefit of the people of the State, Consortium Members, affected Public Agencies and their citizens.

(C) It is determined that the Consortium is performing an essential governmental function. All property of the Consortium is and shall in all respects be considered to be public property, and the title to such property, to the extent required, shall be held by the Consortium for the benefit of the public. The use of such property shall be considered to serve a public purpose, until disposed of upon such terms as the Consortium may deem appropriate.

SECTION 2.03. CONSORTIUM MEMBERS. The Consortium Members shall consist of those Public Agencies set forth below or joined as provided in Article III.

SECTION 2.04. DURATION OF CONSORTIUM. The Consortium shall be in perpetual existence until the earlier of the following occurs:

(A) all revenue within the Trust Fund created pursuant to the RESTORE Act is expended and the program established by the RESTORE Act is dissolved; or

(B) the Consortium is dissolved by the majority vote of its Board.

ARTICLE III

MEMBERSHIP AND REPRESENTATION

SECTION 3.01. MEMBERSHIP.

(A) Membership in the Consortium shall consist of Public Agencies that approve this Interlocal Agreement pursuant to Article III.

(B) The initial Consortium Members shall on the date hereof consist of those counties approving this Interlocal Agreement prior to October 19, 2012.

(C) To the extent permitted by the Interlocal Act and the RESTORE Act, the Consortium may admit any additional Public Agency to membership upon application of such Public Agency, the approval of this Interlocal Agreement by that Public Agency, and the affirmative vote of the majority of all Directors at a duly called meeting of the Board of the Consortium; provided, that any Affected County shall automatically be admitted to membership upon application thereof. This Interlocal Agreement need not be amended in order to admit any Public Agency as a Member of the Consortium; however, any new Consortium Member which is not an Affected County shall be required to evidence its approval of any conditions imposed on its membership by the existing Directors of the Consortium. Approval of the governing bodies of each existing Consortium Member shall not be required for the purpose of admitting a new Consortium Member.

(D) As a precondition to membership in the Consortium, each Consortium Member shall constitute a Florida municipality, county or such other Public Agency which is permitted by the Interlocal Act to be a member of the Consortium. Such new Consortium Member shall execute, deliver and record a duly authorized counterpart to this Interlocal Agreement, as it exists at the time of its approval.

SECTION 3.02. REPRESENTATION.

(A) Each Consortium Member shall appoint one Director to act as its representative on the Board. Each Director shall be an individual who shall be appointed specifically by name or by position. The Consortium Member shall notify the Manager and the Chairman in writing as to the individual designated as their Director.

(B) Directors may be an elected official, appointed official, employee or other designee of a Consortium Member.

SECTION 3.03. ACTION.

(A) The affairs, actions and duties of the Consortium shall be undertaken at a duly called meeting pursuant to Section 3.07 hereof.

(B) At any meeting of the Consortium at which any official action is to be taken, a majority of all Directors shall constitute a quorum. A majority vote of a quorum of the Directors present at a duly called meeting shall constitute an act of the Consortium, except as otherwise provided herein. Except as may be established by the Board with respect to any new Consortium Member which is not an Affected County, each Director is entitled to cast one vote.

(C) A certificate, resolution or instrument authorized by the Board and signed by the Chairman, Vice-Chairman or such other person of the Consortium as may hereafter be designated and authorized by the Board, shall be evidence of the action of the Consortium and any such certificate, resolution or other instrument so signed shall conclusively be presumed to be authentic. Likewise, all facts and matters stated therein shall conclusively be presumed to be accurate and true.

SECTION 3.04. ELECTION OF OFFICERS. Once a year, and at such other time as may be necessary to fill a vacancy, at a duly called meeting of the Board called for the purpose thereof, the Consortium through its Directors shall elect a Chairman, a Vice-Chairman and a Secretary-Treasurer to conduct the meetings of the Board and to perform such other functions as herein provided. Said Chairman, Vice-Chairman and Secretary-Treasurer shall each serve one (1) year terms unless they resign from the Consortium, are removed by the Member they represent, or such officer is otherwise replaced as a Director of the Board. Officers may, if elected by the Directors, serve longer than a one (1) year term.

SECTION 3.05. AUTHORITY OF OFFICERS.

(A) The Chairman and the Vice-Chairman shall take such actions and have such powers as provided by the Board. The Chairman shall sign all documents on behalf of the Consortium and take such action as may be in furtherance of the purposes of this Interlocal Agreement as may be approved by resolution or action of the Board adopted at a duly called meeting. The Vice-Chairman shall act in the absence or otherwise inability of the Chairman to act.

(B) The Secretary-Treasurer, or his designee, shall keep and maintain all minutes of all meetings of the Board, but such minutes need not be verbatim. Copies of all minutes of the meetings of the Board shall be sent by the Secretary-Treasurer or his designee to all Directors of the Consortium. The Secretary-Treasurer may also attest to the execution of documents. The Secretary-Treasurer shall have such other powers as may be approved by resolution or other action of the Board adopted at a duly called meeting.

SECTION 3.06. RESIGNATION OR REMOVAL OF DIRECTOR.

(A) Any Director may resign from all duties or responsibilities hereunder by giving at least thirty (30) days prior written notice to the Manager and Chairman. Such notice shall state the date said resignation shall take effect and such resignation shall take effect on that date.

(B) Each Consortium Member, in its sole discretion, may remove its designated Director at any time and may appoint a new Director to serve on the Board upon written notice being given to the Manager and Chairman. Each Consortium Member may also designate an alternate or designee to serve in a Director's place in the event the Director is unavailable.

(C) In the event the Director of a Consortium Member shall resign or be removed, such Consortium Member shall appoint a new Director within thirty (30) days.

(D) Any Director who resigns or is removed and who is an officer of the Consortium shall immediately turn over and deliver to the Manager any and all records, books, documents or other property in his possession or under his control which belong to the Consortium.

SECTION 3.07. MEETINGS.

(A) The Board shall convene at a meeting duly called by either a majority of the Directors or the Chairman. The Directors may establish regular meeting times and places. Meetings shall be conducted at such locations as may be determined by the majority of the Directors or the Chairman. Notice of a special meeting, unless otherwise waived, shall be furnished to each Director by the Manager not less than seven (7) calendar days prior to the date of such meeting; provided the Chairman or, in his absence or unavailability, the Vice-Chairman, may call a meeting upon twenty-four (24) hours written notice, if such officer

determines an emergency exists. All meetings shall be noticed in accordance with Florida law.

(B) Within thirty (30) calendar days of the creation of the Consortium, the duly appointed Directors shall hold an organizational meeting to elect officers and perform such other duties as are provided for under this Interlocal Agreement.

(C) To the extent allowed, meetings may be held by means of media technology in conformity with the Interlocal Act.

SECTION 3.08. WITHDRAWAL OR DISMISSAL OF CONSORTIUM MEMBERS. Any Consortium Member may withdraw from the Consortium at any time, if the following conditions are satisfied:

(A) there shall be at least two (2) Consortium Members remaining in the Consortium subsequent to withdrawal; and

(B) a certified resolution from the Consortium Member's governing body setting forth its intent to withdraw is presented to the Consortium. Upon satisfaction of the foregoing conditions, such withdrawal shall be effective.

SECTION 3.09. EXPENSES. The Consortium may establish, from time to time, procedures for reimbursement for reasonable expenses incurred by Directors and employees of the Consortium. The Consortium shall also establish a mechanism for assessing or apportioning Consortium expenses to the Consortium Members. The expenditure of all expenses and approval of travel shall be in conformity with the provisions of Florida law governing travel and reimbursement of expenses for public officials.

SECTION 3.10. LIABILITY. No Director, agent, officer, official or employee of the Consortium shall be liable for any action taken pursuant to this Interlocal Agreement in good faith or for any omission, except gross negligence, or for any act of omission or commission by any other Director, agent, officer, official or employee of the Consortium.

SECTION 3.11 EXECUTIVE COMMITTEE. An Executive Committee of the Board shall be established that shall consist of the Chairman, the Vice-Chairman, the Secretary-Treasurer and two other Directors designated by the foregoing three officers. The Executive Committee shall have the power to act on behalf of the Board in items of the activities set forth in Section 4.01(A)(2), (3),

(4), (6), (7), (11), (13), (15), (16), (17), (23) and (24) hereof, and such other powers as may be designated by the Board.

SECTION 3.12 . PRINCIPAL PLACE OF BUSINESS. The Consortium's principal place of business, within the meaning of Section 163.01 (11), Florida Statutes, shall initially be Leon County, Florida, subject to modification by action of the Board.

ARTICLE IV

POWERS AND DUTIES

SECTION 4.01. POWERS.

(A) The Consortium shall have all powers to carry out the purposes of this Interlocal Agreement, including the following powers which shall be in addition to and supplementing any other privileges, benefits and powers granted by the Act, or otherwise by the Interlocal Agreement:

(1) To enter into other interlocal agreements or join with any other special purpose or general purpose local governments, public agencies or authorities or create a separate entity as permitted by the Act in the exercise of common powers or to assist the Consortium in fulfilling its purpose under this Interlocal Agreement.

(2) To sue and be sued in the name of the Consortium.

(3) To adopt and use a seal and authorize the use of a facsimile thereof.

(4) To contract with any public or private entity or person upon such terms as the Board deems appropriate.

(5) To acquire, by purchase, gift, devise or otherwise, and to dispose of, real or personal property, or any estate therein, including the power to determine how property will be disposed of upon the dissolution of the Consortium.

(6) To make and execute contracts or other instruments necessary or convenient to the exercise of its powers.

(7) To maintain an office or offices at such place or places as the Board may designate from time to time, and to establish a custodian for the records of the Consortium.

(8) To lease, as lessor or lessee, to or from any person, firm, corporation, association or body, public or private, facilities or property of any nature to carry out any of the purposes authorized by this Interlocal Agreement.

(9) To apply for and accept grants, loans and subsidies from any governmental entity for the funding of projects, improvements or mitigation, and to comply with all requirements and conditions imposed in connection therewith.

(10) To the extent allowed by law and to the extent required to effectuate the purposes hereof, to exercise all privileges, immunities and exemptions accorded municipalities and counties of the State under the provisions of the constitution and laws of the State.

(11) To invest its moneys in such investments as directed by the Board in accordance with State law.

(12) To provide for the establishment of advisory committees or councils to the Board or other interlocal entities under the auspices of the Board.

(13) To fix the time and place or places at which its regular meetings shall be held, and to call and hold special meetings.

(14) To make and adopt rules and procedures, resolutions and take such other actions as are not inconsistent with the Constitution and laws of the State of Florida, the provisions of the Interlocal Act or this Interlocal Agreement that are necessary for the governance and management of the affairs of the Consortium, and further, the powers, obligations and responsibilities vested in the Consortium by this Interlocal Agreement.

(15) To select and engage a Manager, who shall administer the operations of the Consortium, manage the staff of the Consortium, as authorized by the Board, and perform all other administrative duties as directed by the Board.

(16) To employ or hire such attorneys or firm(s) of attorneys as it deems appropriate to provide legal advice and/or other legal services to the Consortium.

(17) To employ or hire engineers, consultants or other specialized professionals as it deems appropriate to further the purposes of the Consortium.

(18) To create any and all necessary offices in addition to Chairman, Vice-Chairman and Secretary-Treasurer; to establish other committees; to establish the powers, duties and compensation of all employees; and to require and fix the

amount of all official bonds necessary for the protection of the funds and property of the Consortium.

(19) To take such action and employ such persons or entities as are necessary to prepare, develop and submit to the Gulf Coast Ecosystem Restoration Council the plan for the Oil Spill Restoration Impact Allocation contemplated by the RESTORE Act setting forth those projects, programs and activities that will improve the ecosystems or economy of the State of Florida.

(20) To prepare, develop and submit applications for funding from the Trust Fund under the competitive program administered by the Gulf Coast Ecosystem Restoration Council on behalf of the Consortium or a Member.

(21) To advise, assist and aid Consortium Members, upon their request, in the planning, administration and expenditure of that Member's share or portion thereof of amounts provided directly to the disproportionately and nondisproportionately impacted Counties pursuant to the RESTORE Act, upon such terms and conditions agreed to by that Member and at the sole expense of that Consortium Member.

(22) To advise, assist and aid the Consortium in obtaining additional funding from other programs for projects, programs or mitigation on behalf of the Consortium or its Members.

(23) To hire or engage staff, attorneys and professionals to act as an advocate and represent the interests of Consortium Members in the Federal rulemaking process.

(24) To hire or engage staff, attorneys and professionals as an advocate and to represent the interests of the Consortium and its Members before Federal and State agencies and the Legislature.

(25) To do all acts and to exercise all of the powers necessary, convenient, incidental, implied or proper in connection with any of the powers, duties or purposes authorized by this Interlocal Agreement or the Act.

(B) In exercising the powers conferred by this Interlocal Agreement, the Board shall act by resolution or other action approved at duly noticed and publicly held meetings in conformance with applicable law.

(C) The provisions of Chapter 120, Florida Statutes, shall not apply to the Consortium.

(D) The Consortium shall be subject to the provisions of the Florida Sunshine Law under Chapter 286, Florida Statutes. All records of the Consortium shall be subject to the Public Records Law.

SECTION 4.02. ANNUAL BUDGET.

(A) Following the creation of the Consortium, the Board shall approve a budget which shall provide for revenues and expenditures during the remainder of the fiscal year in which it was formed. Such interim budget procedures shall be utilized solely for the initial year of creation of the Consortium, after which the budget shall be created pursuant to the remaining provisions of this section.

(B) Prior to October 1 of each year the Board will adopt an annual budget for the Consortium. Such budget shall be prepared within the time periods required for the adoption of a tentative and final budget for county governments under general law. The annual budget shall contain an estimate of receipts by source and an itemized estimation of expenditures anticipated to be incurred to meet the financial needs and obligations of the Consortium. The Manager shall prepare the annual budget.

(C) The adopted budget shall be the operating and fiscal guide for the Consortium for the ensuing Fiscal Year. The Board may from time to time amend the budget at any duly called regular or special meeting.

(D) The Consortium shall provide financial reports in such form and in such manner as prescribed pursuant to this Interlocal Agreement and Chapter 218, Florida Statutes.

SECTION 4.03. AD VALOREM TAXATION NOT AUTHORIZED.
The Consortium shall not have the power to levy and assess an ad valorem tax on any property for any reason.

ARTICLE V

MISCELLANEOUS

SECTION 5.01. DELEGATION OF DUTY. Nothing contained herein shall be deemed to authorize the delegation of any of the constitutional or statutory duties of the State or the Consortium Members or any officers thereof.

SECTION 5.02. FILING. A copy of this Interlocal Agreement shall be filed for record with the Clerk of the Circuit Court of Leon County, Florida, and with the Clerk of the Circuit Court of any other County subsequently determined to be the Consortium's principal place of business.

SECTION 5.03. IMMUNITY.

(A) All of the privileges and immunities from liability and exemptions from laws, ordinances and rules which apply to the activity of officials, officers, agents or employees of the Consortium Members shall apply to the officials, officers, agents or employees of the Consortium when performing their respective functions and duties under the provisions of this Interlocal Agreement.

(B) The Consortium and each Consortium Member shall be entitled to all protections granted to them under Sections 768.28 and 163.01(9)(c), Florida Statutes, other Florida Statutes and the common law governing sovereign immunity. Pursuant to Section 163.01(5)(o), Florida Statutes, Consortium Members may not be held jointly liable for the torts of the officers or employees of the Consortium, or any other tort attributable to the Consortium, and that the Consortium alone shall be liable for any torts attributable to it or for torts of its officers, employees or agents, and then only to the extent of the waiver of sovereign immunity or limitation of liability as specified in Section 768.28, Florida Statutes. Nothing in this Interlocal Agreement shall be deemed to constitute a waiver of sovereign immunity.

(C) The Consortium Members intend that the Consortium shall have all of the privileges and immunities from liability and exemptions from laws, ordinances, rules and common law which apply to the municipalities and counties of the State. Nothing in this Interlocal Agreement is intended to inure to the benefit of any third-party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

SECTION 5.04. LIMITED LIABILITY. No Consortium Member shall in any manner be obligated to pay any debts, obligations or liabilities arising as a result of any actions of the Consortium, the Directors or any other agents, employees, officers or officials of the Consortium, except to the extent otherwise mutually agreed upon by that Member, and neither the Consortium, the Directors or any other agents, employees, officers or officials of the Consortium have any authority or power to otherwise obligate any individual Consortium Member in any manner.

SECTION 5.05. AMENDMENTS. This Interlocal Agreement may be amended in writing at any time by the concurrence of all of the Directors present at a duly called meeting of the Consortium and subsequent ratification by the governing body of each Consortium Member. However, this Interlocal Agreement may not be amended so as to (A) permit any profits of the Consortium to inure to the benefit of any private person, or (B) permit the diversion or application of any of the moneys or other assets of the Consortium for any purposes other than those specified herein.

SECTION 5.06. SEVERABILITY. In the event that any provision of this Interlocal Agreement shall, for any reason, be determined invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the other provisions of this Interlocal Agreement shall remain in full force and effect.

SECTION 5.07. CONTROLLING LAW. This Interlocal Agreement shall be construed and governed by Florida law.

SECTION 5.08. EFFECTIVE DATE. This Interlocal Agreement shall become effective on the later of (A) the dated date hereof, or (B) the date the last initial Consortium Member executes this Interlocal Agreement and the filing requirements of Section 5.02 hereof are satisfied.

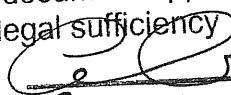
**SIGNATURE PAGE TO
INTERLOCAL AGREEMENT RELATING TO ESTABLISHMENT
OF THE GULF CONSORTIUM**

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Deputy Clerk

This document approved as to form
and legal sufficiency
By 
Title County Attorney
Date 10-10-12

(Seal)



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3350

County Administrator's Report 13. 9.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 10/18/2012

Issue: Surplus/Disposal of County Property

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Surplus and Disposal of Certain County Assets - Amy Lovoy, Management and Budget Services Department Director

That the Board declare surplus and approve the request for disposition of all the assets on the surplus inventory list provided. All listed assets are obsolete, non-functional, or not tangibly present.

BACKGROUND:

Florida Statutes requires the Board of County Commissioners to declare surplus all assets listed on the County's fixed asset inventory that will be disposed.

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

Surplus Inventory

Escambia County Surplus Items

<u>ITEM</u>	<u>Asset Tag # & CC</u>	<u>Cost Center</u>	<u>Items Description</u>
DRIVECAM CAMERA	51569	330302	3294296
DRIVECAM CAMERA	51570	330302	3294634
DRIVECAM CAMERA	51572	330302	3294583
DRIVECAM CAMERA	51575	330302	3293688
DRIVECAM CAMERA	52391	330302	3295089
DRIVECAM CAMERA	52392	330302	3295077
DRIVECAM CAMERA	55628	330302	3457138
DRIVECAM CAMERA	55629	330302	3457116
DRIVECAM CAMERA	55630	330302	3457106
DRIVECAM CAMERA	57247	330302	ER007B82
DRIVECAM CAMERA	57248	330302	ER007B92
DRIVECAM CAMERA	57249	330302	ER007B93
DRIVECAM CAMERA	57253	330302	ER007BC8
Automaster Jacket Loader	27478	530101	2162415/Bell & Howell
Dell Inspiration Laptop	47654	530101	FA33A



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3348

County Administrator's Report 13. 10.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 10/18/2012

Issue: 5:31 p.m. Public Hearing Request to Adopt the Uniform Method of Collection Resolution

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Public Hearing Request for Adopting the Uniform Method of Collection for Non-Ad Valorem Special Assessments Resolution - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize the scheduling of a Public Hearing on December 6, 2012, at 5:31 p.m., to consider adopting a Resolution establishing its intent to use the Uniform Method of Collection for Non-Ad Valorem Special Assessments, as provided in Florida Statutes 197.3632.

BACKGROUND:

The Uniform Method of Collection as authorized in Florida Statute 197.3632 provides that the County adopt a resolution prior to January 1 or if the Property Appraiser and Tax Collector agree, March 1. The resolution must be advertised four (4) consecutive weeks in a newspaper of general circulation, and this will happen during November 2012. The Uniform Method of Collection of the Municipal Services Benefit Unit (MSBU) assessments will increase the collection of the assessments and reduce the administrative costs by eliminating duplicated preparation and mailing of tax notices.

Prior to the assessment of the non-ad valorem assessments under the Uniform Method, the following steps must take place:

1. Public Hearing to adopt the Uniform Method by Resolution
2. Agreements are approved with the Tax Collector and Property Appraiser's Office.
3. First class notices mailed to each affected property owner notifying them of a new assessment to be levied and the place and time of a public hearing to be held between June 1 and September 15.
4. Public Hearing is held by the Board to adopt the MSBU assessment roll.
5. Assessment roll is transmitted to the Tax Collector's Office for billing.

BUDGETARY IMPACT:

This resolution for the Uniform Method of Collection will apply for Non-Ad Valorem Special Assessments to be collected in Fiscal Year 2013/2014.

LEGAL CONSIDERATIONS/SIGN-OFF:

Compliance with Florida Statute 197.3632.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Non-Ad Valorem Special Assessments will be consolidated with the Ad Valorem Property Tax Bills issued by the Tax Collector and will be subject to the tax lien process if not paid by March 31.

IMPLEMENTATION/COORDINATION:

1. By June 1, the Property Appraiser provides the tax parcel information to the County.
 2. Twenty (20) days prior to the public hearing to adopt the assessment roll, the County must advertise in the newspaper the boundaries of the assessment districts and notice of the public hearing to adopt the assessment roll by first class mail to the affected property owners when the assessment is collected under the uniform method for the first time.
 3. The County must hold a public hearing to adopt the assessment roll no later than September 15.
-



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3364

County Administrator's Report 13. 11.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 10/18/2012

Issue: Reappointment to the Human Services Appropriations Committee

From: Marilyn D. Wesley, Department Director

Organization: Community Affairs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Reappointment to the Human Services Appropriations Committee (HSAC) - Marilyn D. Wesley, Community Affairs Department Director

That the Board reappoint Lusharon Wiley to serve on the Human Services Appropriations Committee (HSAC), for a three-year term, effective October 1, 2012, through September 30, 2015.

BACKGROUND:

The HSAC reviews funding requests from non-profit agencies for the allocation of City/County funds and makes committee recommendations to the Board. The HSAC meets once a year and consists of representatives who are residents of Escambia County. The Committee serves under a contractual agreement between the United Way of Escambia, Inc. and the Board of County Commissioners. Ms. Wiley was previously appointed by the Board on October 1, 2009.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires that the Board approve all such appointments to boards or committees.

IMPLEMENTATION/COORDINATION:

Upon approval by the Board, this appointment shall become effective for the expressed dates. The Department of Community Affairs will coordinate with the HSAC on this appointment.

Attachments

Resume for Lusharon Wiley

Lusharon Wiley, Ed.D,
University of West Florida
Building 21/130
Pensacola, FL 32514
850.474.2161/lwiley@uwf.edu

Dr. Lusharon Wiley has over 20 years of professional experience in the field of inclusion and diversity. She is the Associate Dean of Students for Inclusion Services and Programs. As a participant in the creation of a global society, she is committed to creating opportunities for broad based cultural and social engagement through annual events and programs that focus on increasing understanding and fostering dialogue among different groups.

She believes that making campus life inclusive requires looking beyond what students learn in the classroom to what they do outside of the classroom. Dr. Wiley seeks to advance and foster creative and innovative ways of focusing discussions on topics that are provocative while gradually leading the learner to become more aware of diverse issues through self-discovery and discourse in a safe environment. Like Coleman (2009), she believes that goals must be “mission-driven” and that activities and programs must be intentional.

Two of the most cutting edge and mission driven services provided through Inclusion Services and Programs are the Common Ground Diversity and Inclusion Training Group and the Inclusion Series Spotlight. The Common Ground group includes students and staff who engage in discourse at two levels. First, within group discussions that probes belief systems, the cycle of socialization, and the social creation of identity. Through self examination and examination and cultural interchange with others, the Common Ground facilitators are trained to engage others in discussion through interactive activities and reflection. The goal is to increase awareness and plant the seeds for thinking beyond the obvious. Common Ground believes that change begins with the “person in the mirror.”

The “Spotlight” series provides opportunities for the campus community to learn more about people in the community and how their lived experiences helped shape them into who they are today. Participants in the spotlight share their lived experiences in the context of inclusion – and exclusion and engage in cross cultural and cross-generational discussions with the audience.

Dr. Wiley believes there must be intentionality in fostering and building inclusive campuses. The learner (we are all learners) must look outside, around and under the box. Each person must seek to understand and to be understood. Ultimately, the goal is to help create an environment that encourages the development of the whole person and enhances the quality of the college experience for all persons.

Education

Doctorate of Education

University of West Florida
Specialization: Diversity Studies

May 2007
Pensacola, FL

Master of Arts in Political Science

University of Illinois at Chicago
Specialization: Program Evaluation and Design

December 1974
Chicago, IL

Bachelor of Science in Political Science

Tuskegee Institute (now Tuskegee University)
Specialization: Political Science & pre-law

May 1973
Tuskegee, AL

Professional Experience

Associate Dean of Students & Director Inclusion Services and Programs

June 2007 – present
Dean of Students Office/Division of Student Affairs
University of West Florida, Pensacola, Florida

- Director of Inclusion Services and Programs
- Serve as the primary campus contact for any issues/emergencies that arise which involves a student.
- Verify and process death notices and student absences.
- Research requests for instructor notification of absences, collect documentation, and prepare and notify professors as appropriate.
- Responsible for walk-ins, admission clearances, medical withdrawals, death notifications, disruptive class room students, and the day to day routine operation of the Dean of Students office.
- Supervise the Student Disability Resource Center to ensure compliance with federal regulations regarding appropriate academic accommodations for students with disabilities.
- Manage the budget for Disabled Aid Assistance. This budget is allocated yearly by the state to provide direct services for students with disabilities.
- Lead campus wide efforts to collaborate and communicate the role of the Student Disability Resource Center to help educate the campus on disability related issues.
- Director of Inclusion Services and Program for the Division of Student Affairs. Provide training for students and staff on issues of awareness and inclusion.
- Create opportunities for broad based cultural and social engagement through annual events and programs focused on increasing understanding and fostering dialogue among different groups.
- Implemented Common Ground Inclusion and Diversity group which foster peer-to-peer diversity training for student organizations, individual classes, and various campus departments.
- Serve as associate student conduct officer, participate on the Student Conduct case conference team, serve as hearing officer for administrative and conduct committee hearings.
- Member of the Campus Case Team whose responsibility is to be aware of assess possible risk or harm posed by students.

- Coordinate the Success Coach Program, a program designed to facilitate the transition process for students who may have violated the student code of conduct or those who have a hard time adjusting to college life. Each participant is provided a faculty or staff member to serve as a sounding board and guide.
- Primary reviewer in the Dean of Students office for pre-admission clearances when an applicant has a history of criminal or campus misconduct.
- Lead the Military Connections committee in serving as a resource network to connect active, reserve, and retired military students and their families with the campus community.
- Responsible for campus wide initiation and implementation of military recognition programs and events.
- Responsible for ensuring that two scholarships administered by the Student Disability Resource Center are administered in accordance with guidelines set forth in the application.

Interim Dean of Students

August 2005 – June 2006

Dean of Students Office/Division of Student Affairs

University of West Florida, Pensacola, Florida

- Held full responsibility for the position of the Dean of Students including the supervision of the professional, support, and student staff in the Dean of Students office including Judicial Affairs, the Student Disability Resource Center, Greek Affairs, Student Government, Student Transitions Program (orientation), Voyages Leadership Program for students, and multicultural and minority retention.
- Held fiduciary responsibility for the efficient management of the Dean of Students budget which included the development and expenditure of all budgeted items for the department.
- Represented the University to parents and other external supporters; mediated problems among students and student groups.
- Worked cooperatively with directors in the Division of Student Affairs to establish positive programs and services
- Campus-wide policy formation and interpretation as related to individual students, student organizations, various university offices and departments, faculty and staff members, parents, campus alcohol policy, student conduct rules and regulations, fraternity and sorority members, student leaders, disabled students, and academic integrity guidelines.
- Provided direct supervision of judicial affairs

Assistant Dean of Students

November 2004 – August 2005 and June 2006 – June 2007

Dean of Students Office/Division of Student Affairs

University of West Florida, Pensacola, Florida

- Supervised the Student Disability Resource Center staff and activities.
- Made programmatic changes to the operation of the SDRC based on audit findings,
- Implemented new intake and processing procedures.
- Moved the SDRC from a paper-based department to an online intake process
- Worked to establish the SDRC as an effective, efficient resource for the campus community
- Held fiscal responsibility for the oversight of scholarships for students with disabilities and the state grant for the department.

- Served as team leader and chair of the University's Making Way for Excellence Community Outreach initiative
- Spearheaded a community-wide survey to get the pulse of the people living in the Pensacola area. Utilized survey results to make recommendations on how to improve community-university relationships.
- Developed the curricula for and implemented the student leadership initiative for the Division of Student Affairs
- Assessed the effectiveness of component parts of the program and re-designed curriculum as needed.
- Served as a member of the case conference team for student conduct issues

Director of Student Support Services

July 1998 – October 31, 2004

College of Arts and Sciences

University of West Florida

- Was responsible for management, administration, and writing the 1.1 million dollar four-year TRiO/Student Support Services (SSS) grant. The SSS grant was a competitively awarded national grant from the federal Department of Education. In addition to the Student Support Services grant.
- Wrote and administered the competitively based grant-aid scholarship for low income students which totaled approximately \$38,000/yr.
- Followed federal guidelines for grant administration of both grants.
- Supervised all aspects of the Student Support Services program. This included an academic advisor, tutor coordinator, senior clerical officer, student employees, peer mentors and tutors.
- Held hiring and firing authority for all SSS staff. Assisted with recruitment of program participants.
- Evaluated program effectiveness utilizing performance based outcomes including data collection on number of students served, retention, impact of tutoring and intrusive intervention on academic performance, and effectiveness of services to students.
- Collaborated with other campus offices such as the University Advising Center, Enrollment Services, International Student Office, academic departments, and the Counseling Center to ensure those program participants' needs were met.
- Served as academic advisor to 300+ students per academic year.
- Instructor for the Freshman Year Experience class for 14 years
- Established and served as advisor to the first student leadership program at the college level designed exclusively for students participating in Student Support Services programs.
- Held primary responsibility for planning and carrying out the yearly awards banquet for TRiO students.
- Performed retention analysis on students served.

Assistant Director of Student Support Services

September 1993 – July 1998

College of Arts and Sciences
University of West Florida

- Provided academic advising and registration for 300+ lower division students
- Coordinated support services for students including tutoring, academic counseling, assisting with academic and financial aid appeals, as well as medical withdrawals.
- Recruited, interviewed and screened program participants.
- Conducted public information seminars.
- Provided lower division instruction in two subjects- Student Life Skills and African American Experience.
- Maintained ongoing relationship with community service agencies to provide referrals as needed.
- Served as campus-wide point of contact for students advised through Student Support Services Program
- Assisted with data collection to complete summative and formative evaluations

Full Service Schools Coordinator

April 1992 – September 1993

Department of Health and Rehabilitative Services

- Managed contracts with local hospitals and schools for HRS staff placed on-site at host facilities.
- Conducted workshops and seminars on community linked services; fostered community development and collaboration with HRS.
- Served as the HRS liaison to local community agencies involved in the promotion and implementation of full service facilities.
- Facilitated local and state training on the evaluation, implementation, and creation of full service programs.

Florida Training Coordinator

June 1990 – April 1992

Department of Health and Rehabilitative Services

- Assisted with the planning, design, coordination, and evaluation of local training activities for users of the Florida On-Line Recipient Integrated Data Access System (FLORIDA). This system was implemented when the department moved from manual processing of applications for AFDC, food stamps, Medicaid, and other services
- Performed monitoring of conversion activities from manual application process to online intake process
- Scheduled all training for the six counties in the Florida panhandle.

Medical Social Worker

January 1987 - August 1988

Hillsborough County Department of Public Assistance

- Served as an on-site medical social worker for Hillsborough County's indigent population
- Processed applications for public assistance for the county's neediest citizens.

- Determined individual and family eligibility for medical services
- Made referrals to other community-based agencies
- Served as a member of the county's Quality Enhancement Program (QEP).
- QEP submitted a successful proposal that reduced county expenses by \$200,000 a year!

Publications

Ford, D, Northrup, P. and Wiley, L. (2009) *New Directions for Student Services. Connections, Partnerships, Opportunities, and Programs to Enhance Success for Military Students.* Wiley Periodicals.

American Association of State Colleges and Universities (2007). *Hispanic Student Success in State Colleges and Universities: Creating Supportive Spaces on our Campuses*, Research team member that visited Chico State University, Hammang et.al.

When Black Folks Was Colored (1998). Anthology of selected writings. *Mama N'em.* African American Heritage Society of Pensacola.

Presentations (not all inclusive)

Narrowing the Gulf Conference

Title: The intersection of Disability and Diversity March 2010
St. Petersburg, FL

National Conference of the Association of Higher Education and Disability

Title: Am I Invisible? Exploring Diversity and Disability Through the Lens of Powerlessness and Domination – July 2009

National Conference on Race and Ethnicity in Higher Education – May 2008

Title: Oreo and Bananas: Got Any Milk to go With That?
Orlando, FL

University of West Florida – January 2008

Division of Student Affairs Division Wide Symposium
Title: Valuing differences: It's a Good Thing"
Pensacola, FL

Postal Workers of America's Women's History Program – March 2007

Presentation: "Women in History"
Pensacola, FL

Removing the Masks: A Traveling Dialogue – November 2006

University of West Florida
Topic: "Women and Leadership or Nice Girls Don't Become Provosts"
Pensacola, FL

Bishop State Community College – February 2004

Black History Month speaker
Topic: "African American Women: Walking, Running and Soaring Through History"

Mobile, AL

University of West Florida – March 2004

Women's Studies Conference

Topic: "Oreos go to College"

Pensacola, FL

Council for Opportunity in Education – September 2001

Topic: "Communication, Conflict Resolution, and Decision Making"

Chicago, IL

Volunteer Activities

⇒ Ambassador for City of Pensacola's Chamber of Commerce

⇒ Human Resources Appropriation Committee, County Representative

⇒ Board member & past president, Florida Association of Higher Education and Disability

⇒ Board Member, Girl Scout Council of the Florida Panhandle, Inc

⇒ Faculty Advisor, Zeta Phi Beta Sorority, Incorporated

⇒ Member, Zeta Phi Beta Sorority, Incorporated

⇒ Women's Ministry Leader, local church

Additional Training

2012 Social Justice Training Institute

2011 POSTSECONDARY DISABILITY TRAINING INSTITUTE CERTIFICATION

2007 ACADEMY FOR STUDENT CONDUCT ADMINISTRATION CERTIFICATION – GEHRING
INSTITUTE – SALT LAKE CITY, UTAH

2005 MEDIATION TRAINING (23 HOURS) – CERTIFIED BY THE ASSOCIATION OF CONFLICT
RESOLUTION

2005 LEADERSHIP CHALLENGE FACILITATOR – CERTIFIED BY INTERNATIONAL LEADERSHIP ASSOCIATES

2005 CERTIFICATION FOR LEADERSHIP EDUCATION BY THE NATIONAL ASSOCIATION FOR
STUDENT PERSONNEL ADMINISTRATION



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3384

County Administrator's Report 13. 12.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 10/18/2012

Issue: Renaming of Escambia County Governmental Complex

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

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Renaming the Escambia County Governmental Complex - Charles R. "Randy" Oliver, County Administrator

That the Board approve waiving the Board of County Commissioners' Naming County Facilities Policy, Section 1, D9 B., to allow the renaming of the Escambia County Governmental Complex to the Ernie Lee Magaha Governmental Complex.

BACKGROUND:

Mr. Magaha has served as an elected official in Escambia County since 1957. The Board of County Commissioners wishes to honor his public service by renaming the Governmental Complex after Mr. Mahaga.

BUDGETARY IMPACT:

The budgetary impact will be the cost of a brass plaque and a renaming ceremony, which will be handled within existing budgets, not to exceed \$5,000. The new plaque will be located in the lobby and the exterior plaque will remain unchanged.

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-3257

County Administrator's Report 13. 1.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/18/2012

Issue: Commercial Sign Grant Program Funding Agreement for 604 North New Warrington Road

From: Keith Wilkins, REP, Department Director

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Commercial Sign Grant Funding Agreement for 604 North New Warrington Road - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify the following October 18, 2012, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Commercial Sign Grant Funding Agreement for the property located at 604 North New Warrington Road:

A. Approving the Commercial Sign Grant Program Funding Agreement between Escambia County CRA and Waste Knot Connections, Inc., owner of commercial property located at 604 North New Warrington Road, Pensacola, Florida, in the Brownsville Redevelopment Area, in the amount of \$693, 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), 2009 Community Development Block Grant (CDBG), Fund 129, Cost Center 220410, Object Code 58301, for replacing an existing free-standing sign and repainting the poles; and

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

BACKGROUND:

On October 18, 2012, a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and Waste Knot Connections, Inc. A rendering of the project is attached.

BUDGETARY IMPACT:

No budgetary impact is anticipated.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Funding Agreement was reviewed and approved as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required for disbursement of funds to all private individuals or outside agencies.

IMPLEMENTATION/COORDINATION:

CED/CRA staff, in coordination with the property owner(s), handles all implementation tasks. CED/CRA staff will monitor the work in progress and will be responsible for compiling the necessary documentation prior to the Grant award.

Attachments

Waste Knot Sign Grant

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
COMMERCIAL SIGN GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 18th day of October 2012, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Waste Knot Connections, Inc., (the "Recipient"), owner of commercial property located at 604 North New Warrington Road, Pensacola, Florida, 32506.

WITNESSETH:

WHEREAS, the CRA has established the **Commercial Sign Grant Program** (the "Program") to provide Grants to qualified businesses for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a Grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program Grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Commercial Sign Grant Program:** The CRA awards to the Recipient a Program Grant in the maximum amount of **\$693**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$693**, which shall be comprised of a cash contribution of **\$693**.
4. **Project:** The Project funded by the Grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the **18th** day of **October 2012**, and the Project shall be complete on or before the **18th** day of **January 2013**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may Grant the extension. However, the CRA's agreement to Grant the extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. **Indemnification:** The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. **Termination:** The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use as it deems fit, any improvements or materials remaining on the Project site.

9. **Notice of Termination:** Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. **Subsequent to Termination:** The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of Grant funds disbursed under this Agreement.

11. **Property Owner as Independent Contractor:** The parties agree that the Recipient is an independent contractor and is not an employee or agent of the CRA.

12. **Inspector:** The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the Grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. **Payment Process:** At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names

and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project, and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. **Maintenance of Records:** The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. **Audit:** The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. **Amendments:** Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. **Notice:** Any notices to the County shall be mailed to:

County:

Clara Long, Urban Planner, CRA
Community & Environment Department
221 Palafox Place, Suite 305
Pensacola, Florida 32505

Recipient:

Waste Knot Connections, Inc.
c/o LeMarc Properties, Inc.
30 Manor Drive
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. **No Discrimination:** The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. **Entire Agreement:** This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. **No Waiver:** This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

This document approved as to form and legal sufficiency.

By: [Signature]
Title: HCA
Date: 9/11/12

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

By: _____
Wilson B. Robertson, Chairman

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

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient: **Waste Knot Connections, Inc.**

[Signature]

Marc K. Blanton, President

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 12th day of September 2012 by **Marc K. Blanton**, President. He/She () is personally known to me or () has produced FL DL...71-243-0 as identification.

(Notary Seal)



[Signature]

Signature of Notary Public
Carolyn M Barbour

Printed Name of Notary Public

EXHIBIT I

COMMERCIAL SIGN GRANT PROJECT

Property Owner: Waste Knot Connections, Inc.
Property Address: 604 North New Warrington, Pensacola, FL 32506

The "Project" includes the following improvements to the above referenced property:

Replace the existing free standing sign and repaint the poles.

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



Replace Signage & Repair Pole

WASTE KNOT

CONTAINER RENTALS

850-458-5757

604 N. New Warrington Road



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3260

County Administrator's Report 13. 2.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/18/2012

Issue: Residential Rehab Grant Program Funding and Lien Agreements for 214 Payne Road

From: Keith Wilkins, REP, Department Director

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Residential Rehab Grant Funding and Lien Agreements for 214 Payne Road - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify the following October 18, 2012, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Funding and Lien Agreements for the property located at 214 Payne Road:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Isobel Jacobs, the owner of residential property located at 214 Payne Road, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$6,000, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, for installing new storm windows and connecting to sanitary sewer; and

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

BACKGROUND:

On October 18, 2012, a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and Isobel Jacobs. A rendering of the project is attached.

BUDGETARY IMPACT:

Funding for the Grant will be provided through the Warrington TIF, Fund 151, Cost Center 220516, Object Code 58301.

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required for disbursement of funds to all private individuals or outside agencies.

IMPLEMENTATION/COORDINATION:

CED/CRA staff, in coordination with the property owner(s), handles all implementation tasks. CED/CRA staff will monitor the work in progress and will be responsible for compiling the necessary documentation prior to the Grant award.

Attachments

Rehab Grant I Jacobs

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 18th day of October 2012, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Isobel Jacobs, (the "Recipient"), owner of residential property located at 214 Payne Road, Pensacola, Florida, 32507.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a Program grant in the maximum amount of **\$6,000**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$6,000**, which shall be comprised of a cash contribution of **\$6,000**.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the **18th** day of **October 2012**, and the Project shall be complete on or before the **18th** day of **January 2013**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. **Indemnification:** The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. **Termination:** The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. **Notice of Termination:** Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. **Subsequent to Termination:** The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. **Property Owner as Independent Contractor:** The parties agree that the Recipient is an independent contractor and is not an employee or agent of the CRA.

12. **Inspector:** The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. **Payment Process:** At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse grant funds to persons not previously designated by the Recipient.

14. **Maintenance of Records:** The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. **Audit:** The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. **Amendments:** Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. **Notice:** Any notices to the County shall be mailed to:

County:

Clara Long, Urban Planner II, CRA
Community & Environment Department
221 Palafox Place
Pensacola, Florida 32502

Recipient:

Isobel Jacobs
214 Payne Road
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. **No Discrimination:** The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. **Entire Agreement:** This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. **No Waiver:** This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

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

By: _____
Wilson B. Robertson, Chairman

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

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient:
Isobel Jacobs

Isobel Jacobs, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 11th day of September, 2012 by **Isobel Jacobs**, Property Owner. He/She () is personally known to me or () has produced Photo ID 212, 45, 0 as identification.



Clara F. Long

Signature of Notary Public

Clara F. Long

Printed Name of Notary Public

This document approved as to form and legal sufficiency.

By: *[Signature]*

Title: _____

Date: 9/11/12

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner: Isobel Jacobs

Property Address: 214 Payne Road, Pensacola, FL 32507

The "Project" includes the following improvement to the above referenced property:

Install new storm windows and connect to sanitary sewer.

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program**
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)
Isobel Jacobs

Address of Property
214 Payne Road
Pensacola, FL 32507

Property Reference No.
50-2S-30-6090-387-018

Total Amount of Lien

\$6,000

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

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

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

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

For Recipient:

Isobel Jacobs
Isobel Jacobs, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 11th day of September, 2012 by Isobel Jacobs, Property Owner. He/She () is personally known to me or () has produced FLICJ212...45...0 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: _____
Wilson B. Robertson, Chairman

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

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

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

This document approved as to form and legal sufficiency.

By: Kristina Hual
Title: ACH
Date: 9/11/12



Install storm windows and connect to sanitary sewer

214 Payne Road - Jacobs



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3139

County Administrator's Report 13. 3.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/18/2012

Issue: FDOT Off-System Project Agreements for West Fork of Boggy Creek Bridge #480106, Brushy Creek Bridge #484007, and an Unnamed Branch Bridge #484036

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Three Off System Project Agreements Between FDOT and Escambia County, Related to the Replacement and Maintenance of Three Escambia County Bridges - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning three Off System Project Agreements between the State of Florida Department of Transportation (FDOT) and Escambia County, related to the replacement and maintenance of the west fork of Boggy Creek, Bridge No. 480106 on CR 97A, Brushy Creek Bridge, Bridge No. 484007 on Pineville Road, and an Unnamed Branch Bridge, Bridge No. 484036 on Becks Lake Road:

A. Approve the Off System Project Agreements between FDOT and Escambia County, related to the replacement and maintenance of the west fork of Boggy Creek, Bridge No. 480106 on CR 97A, Brushy Creek Bridge, Bridge No. 484007 on Pineville Road, and an Unnamed Branch Bridge, Bridge No. 484036 on Becks Lake Road; and

B. Authorize the Chairman or Vice Chairman to execute the documents.

[Funding Source: Fund 175, "Transportation Trust Fund," Accounts 210402/54601]

The following three bridges located in Escambia County, and not on the State Highway System, will be replaced by FDOT: Bridges No. 480106 on CR 97A, No. 484007 on Pineville Road, and No. 484036 on Becks Lake Road. According to FDOT criteria, these bridges have reached a level of deterioration to warrant replacement and are next on the list for FDOT's 5-Year Work Plan. The construction plans, referred to in the Agreements as "Exhibit A," are confidential documents protected by Florida Statutes 119.07(3)(a)- 119.07(3)(b), and are exempt from public inspection. Therefore, the attachments referenced in the Agreements have been intentionally excluded. Upon Board approval of the Agreements and FDOT's completion of the structures, Escambia County will be responsible for maintenance of the bridges.

BACKGROUND:

Three bridges located in Escambia County, and not on the State Highway System, will be replaced by FDOT: Bridges No. 480106 on CR 97A, No. 484007 on Pineville Road, and No. 484036 on Becks Lake Road. According to FDOT criteria these bridges have reached a level of deterioration to warrant replacement and are next on the list for FDOT's 5-Year Work Plan. The construction plans, referred to in the Agreements as "Exhibit A", are confidential documents protected by Florida Statutes 119.07(3)(a) - 119.07(3)(b), and are exempt from public inspection. Therefore, the attachments referenced in the Agreements have been intentionally excluded. Upon Board approval of the Agreements and FDOT's completion of the structures, Escambia County will be responsible for maintenance of the bridges.

BUDGETARY IMPACT:

All construction work will be performed by FDOT. Funds for maintenance of bridges is available in Fund 175 "Transportation Trust Fund", Account 210402/54601.

LEGAL CONSIDERATIONS/SIGN-OFF:

Stephen West, Assistant County Attorney, has reviewed and approved the Off-System Project Agreements.

PERSONNEL:

All construction work will be performed by FDOT. There is no impact to County personnel.

POLICY/REQUIREMENT FOR BOARD ACTION:

Upon Board approval and Chairman's execution the documents will be returned to FDOT for final execution and recording.

IMPLEMENTATION/COORDINATION:

Construction plans are available for review (by authorized personnel only) by contacting Kirk Kassebaum, Project Manager, at the Central Office Complex. All bridge replacement work will be coordinated by FDOT.

Attachments

W Fork Boggy Creek Bridge

Brushy Creek Bridge

Unnamed Branch Bridge

Map

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
OFF SYSTEM PROJECT AGREEMENT

This Agreement is between the State of Florida Department of Transportation, "DEPARTMENT," and Escambia County, a political subdivision of the State of Florida "COUNTY."

1. Highway Bridge Replacement and Rehabilitation Program funds are available for the costs of the replacement, rehab, or inspection of bridges located off of the Federal-aid system under 23 CFR 650.413(c); and

2. West fork of Boggy Creek, Bridge No. 480106, requires replacement; and

3. West fork of Boggy Creek is on CR 97A located in Escambia County, Florida, a road not on the State Highway System; and

4. The parties agree that it is in the best interest of the State of Florida and the COUNTY for the DEPARTMENT, if necessary, to act for the COUNTY in the acquisition of the real property through voluntary acquisition and through the use of the power of eminent domain, if necessary to complete this project, as authorized by Section 336.467, Florida Statutes; and

5. The parties agree that it is in the best interest of each party for the DEPARTMENT to undertake and to complete all aspects of the bridge replacement work, including but not limited to the design, construction, construction inspection, utilities, permits, easements and other associated tasks.

NOW THEREFORE, in consideration of the mutual benefits to be derived by the terms of this Agreement, the parties hereby agree as follows:

6. The recitals in paragraphs 1-5 above are true and correct and are made a part of this Agreement.

7. The parties agree that the DEPARTMENT shall undertake and complete Project No. 422900-1-52-01, generally described as the replacement of Bridge No. 480106 over west fork of Boggy Creek (the "PROJECT"), from Beginning MP 1.615 to End MP 1.738 on CR 97A. The PROJECT is further described in the construction plans attached as Exhibit "A." The COUNTY shall cooperate with and shall support the DEPARTMENT's work efforts in these regards. The DEPARTMENT shall have final decision authority with respect to the design of the PROJECT and the design review process.

8. The COUNTY shall, through the passage of a formal resolution of the County Commission, consent to and authorize the DEPARTMENT for the COUNTY, if necessary, to take property (both real and personal) that is necessary to complete the PROJECT and, if necessary, to further do all acts necessary, including securing all environmental and regulatory permits, easements, temporary construction easements and rights of entry associated with the PROJECT, in the name of the COUNTY. Said authority and action shall be deemed to include

the DEPARTMENT'S use of the power of eminent domain to condemn the property necessary for the PROJECT and to exercise prudent engineering judgment in the design and construction of the PROJECT. The COUNTY shall be responsible to establish, in accordance with DEPARTMENT standards, final right of way survey monumentation.

a) The recording of documents transferring real property acquired under this Agreement in the official records of the appropriate county shall constitute and be deemed as acceptance of ownership by the COUNTY. Recording of said documents shall be the responsibility of the DEPARTMENT.

9. The COUNTY shall provide to the DEPARTMENT all documents necessary to establish encumbrances and encroachments, if any, within the existing COUNTY right of way necessary for completion of the PROJECT. The DEPARTMENT shall be responsible for performing all title work necessary for any additional right of way that is required for the PROJECT. In the event there is any action necessary to be taken to acquire ownership or to extinguish any interest in or encumbrance or encroachment on any property within the COUNTY'S existing right of way, the COUNTY shall take all actions reasonably requested by the DEPARTMENT to accomplish the ends required. In the event title ownership issues cannot be resolved so as to allow the PROJECT to move forward, the DEPARTMENT retains the right to terminate this Agreement on that basis. Further, the COUNTY acknowledges that the right of way must be cleared of all ownership interests, encumbrances or encroachments within the limits of construction at least 90 days prior to the DEPARTMENT advertising the PROJECT for construction. The DEPARTMENT shall have the sole discretion to determine the need to clear any ownership, encroachment or encumbrance.

10. The COUNTY hereby appoints the DEPARTMENT as its agent for purposes of the construction, reconstruction and relocation of utilities under section 337.403(1), Florida Statutes. The COUNTY agrees to fully cooperate with the DEPARTMENT in the construction, reconstruction and relocation of utilities that may be located within the existing or acquired right of way. The parties agree to meet on a periodic basis, as determined to be necessary by the DEPARTMENT, during the planning, design, construction and post-construction phase to identify, plan and to relocate utilities. The responsibility for the costs associated with the relocation of utilities shall be based on Florida law as it relates to said matters. The parties agree that if existing utilities owned by the COUNTY are required to be reconstructed or relocated as a result of the PROJECT that the costs associated therewith shall be deemed to be a cost of the PROJECT to be paid for the by the COUNTY.

11. The COUNTY acknowledges that the DEPARTMENT will be utilizing federal funds on the PROJECT and as a result thereof the COUNTY agrees to maintain the PROJECT in perpetuity according to DEPARTMENT standards. The COUNTY further recognizes and acknowledges that if the DEPARTMENT will be utilizing federal funds on the PROJECT that the National Environmental Policy Act ("NEPA") process will need to be completed and the DEPARTMENT reserves the right to adjust the plans and or design of the PROJECT to meet the needs of the permits. The COUNTY agrees to fully cooperate in the provision of any and all studies and or data that may be necessary for the NEPA process and for all other permit matters.

12. The COUNTY acknowledges and agrees that the right of way (as described in Exhibit "A" hereto), and the improvements and structures located within the right of way, are and will remain under the ownership of the COUNTY and that the DEPARTMENT will not have any ownership interest in the right of way, improvements or structures located thereon. Notwithstanding the requirements hereof, the DEPARTMENT is authorized to temporarily use the COUNTY's existing right of way for construction of the PROJECT and maintenance during construction shall be the responsibility of the DEPARTMENT and its contractor.

13. The parties understand and agree that the DEPARTMENT and the COUNTY shall cooperate with and keep each other well informed of the work efforts and progress hereunder. In the event change orders or supplemental agreements become necessary during the prosecution of the work the COUNTY agrees that it will sign all documents necessary to allow the change order to be finalized and to allow the supplemental agreements to be fully executed. The DEPARTMENT shall have the sole authority with respect to make all decisions relating to, and including the need for, change orders and supplemental agreements.

14. All payment and performance bonds shall be issued in favor of the DEPARTMENT. All warranties shall be made in favor of the COUNTY.

15. Upon completion of the PROJECT, the DEPARTMENT shall issue a Notice of Final Acceptance to the contractor with a copy of said notice being provided to the COUNTY. Upon issuance of the Notice of Final Acceptance, the COUNTY shall be immediately responsible for the perpetual maintenance of the PROJECT. The DEPARTMENT shall also have the right to assign interim maintenance responsibility to the COUNTY for specified portions of the PROJECT before the issuance of the Notice of Final Acceptance. Said assignment of maintenance responsibility shall be sent by the DEPARTMENT to the COUNTY in writing with sufficient description to place the COUNTY on notice of the interim maintenance responsibility. Notwithstanding the issuance of the Notice of Final Acceptance, the DEPARTMENT shall have the right to assure completion of any punch list by the contractor. Additionally, the COUNTY understands and agrees that the DEPARTMENT shall transfer all permits to the COUNTY as the operational maintenance entity and the COUNTY agrees to accept said transfer and to become fully responsible to comply with all operational and maintenance conditions of the permits.

a) The Parties previously entered into a Maintenance Agreement, dated October 6, 2011, regarding the maintenance responsibilities and maintenance requirements of the PROJECT ("Maintenance Agreement"). The Parties agree that the Maintenance Agreement is terminated and is superseded by this Agreement.

16. This Agreement shall become effective as of the date both parties hereto have executed the Agreement and shall continue in full force and effect until the PROJECT is completed by the DEPARTMENT and the improvements have been turned over to the COUNTY by the DEPARTMENT by formal notice from the DEPARTMENT. The DEPARTMENT reserves the right to unilaterally cancel its performance hereunder if it determines that it is in the best interest of the public to do so. This discretion shall include, but shall not be limited to budgetary and bid cost considerations.

17. Pursuant to Section 287.058, Florida Statutes, the DEPARTMENT may unilaterally cancel this Agreement for refusal by the COUNTY to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes and made or received by the COUNTY in conjunction with this Agreement except for the obligation of the COUNTY to maintain the PROJECT and said Agreement shall be perpetual as to that obligation.

18. In the event that any election, referendum, approval or permit, notice or other proceeding or authorization is required to be undertaken by the COUNTY to enter into this Agreement or to undertake the PROJECT, the COUNTY will expeditiously initiate and consummate, as provided by law, all actions necessary with respect to any such matters with time being of the essence.

19. The COUNTY shall initiate and prosecute to completion all proceedings or actions necessary to enable the COUNTY to provide any necessary funds for completion of the PROJECT.

20. It is understood that the DEPARTMENT's participation in said PROJECT is subject to Legislative approval of the DEPARTMENT's appropriation request in the work program year that the PROJECT is scheduled.

21. The DEPARTMENT's performance and obligations to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the DEPARTMENT's funding for this PROJECT is in multiple years, funds approved from the DEPARTMENT'S Comptroller must be received every year prior to costs being incurred.

22. In the event this Agreement is in excess of \$25,000.00 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year."

23. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof. Venue of any judicial proceedings arising out of this Agreement shall be in Leon County, Florida.

24. COUNTY:

a) Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COUNTY during the term of the contract; and

b) Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

25. The Parties agree that this Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and/or understandings applicable to the matters herein, and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Therefore, it is agreed that no deviation from the terms shall be predicated upon prior representations or agreements, whether oral or written.

26. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery or express mail and shall be deemed to have been received by the end of five business days from the proper sending thereof unless proof of prior actual receipt is provided. Each party hereto shall have the continuing obligation to notify each other of the appropriate persons for notices to be sent to pursuant to the terms of this agreement. Unless otherwise notified in writing, notices shall be sent to the following:

COUNTY:

Joy D. Blackmon, PE
3363 West Park Place
Pensacola, FL 32505

DEPARTMENT:

Kenny Rudd
1074 Hwy 90 East
Chipley, FL 32428

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates exhibited by the signatures below.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ESCAMBIA COUNTY, a political
subdivision of the State of Florida

By: James T. Barfield, P.E.

Title: District Secretary

Date: _____

Attest: _____

Legal Review:

Office of the General Counsel

By: **Wilson B. Robertson, Chairman**

Title:

Date: _____
ATTEST: **ERNIE LEE MAGAHA**
CLERK OF THE CIRCUIT COURT

Attest: BY: _____
DEPUTY CLERK

Legal Review:

This document approved as to form
and legal sufficiency.

By Schubert
Title Asst. County Attorney
Date Sept. 25, 2012

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
OFF SYSTEM PROJECT AGREEMENT

This Agreement is between the State of Florida Department of Transportation, "DEPARTMENT," and Escambia County, a political subdivision of the State of Florida "COUNTY."

1. Highway Bridge Replacement and Rehabilitation Program funds are available for the costs of the replacement, rehab, or inspection of bridges located off of the Federal-aid system under 23 CFR 650.413(c); and

2. Brushy Creek Bridge, Bridge No. 484007, requires replacement; and

3. Brushy Creek Bridge is on Pineville Road located in Escambia County, Florida, a road not on the State Highway System; and

4. The parties agree that it is in the best interest of the State of Florida and the COUNTY for the DEPARTMENT, if necessary, to act for the COUNTY in the acquisition of the real property through voluntary acquisition and through the use of the power of eminent domain, if necessary to complete this project, as authorized by Section 336.467, Florida Statutes; and

5. The parties agree that it is in the best interest of each party for the DEPARTMENT to undertake and to complete all aspects of the bridge replacement work, including but not limited to the design, construction, construction inspection, utilities, permits, easements and other associated tasks.

NOW THEREFORE, in consideration of the mutual benefits to be derived by the terms of this Agreement, the parties hereby agree as follows:

6. The recitals in paragraphs 1-5 above are true and correct and are made a part of this Agreement.

7. The parties agree that the DEPARTMENT shall undertake and complete Project No. 424458-1-52-01, generally described as the replacement of Bridge No. 484007 over Brushy Creek (the "PROJECT"), from Beginning MP 2.065 to End MP 2.203 on Pineville Road. The PROJECT is further described in the construction plans attached as Exhibit "A." The COUNTY shall cooperate with and shall support the DEPARTMENT's work efforts in these regards. The DEPARTMENT shall have final decision authority with respect to the design of the PROJECT and the design review process.

8. The COUNTY shall, through the passage of a formal resolution of the County Commission, consent to and authorize the DEPARTMENT for the COUNTY, if necessary, to take property (both real and personal) that is necessary to complete the PROJECT and, if necessary, to further do all acts necessary, including securing all environmental and regulatory permits, easements, temporary construction easements and rights of entry associated with the PROJECT, in the name of the COUNTY. Said authority and action shall be deemed to include

the DEPARTMENT'S use of the power of eminent domain to condemn the property necessary for the PROJECT and to exercise prudent engineering judgment in the design and construction of the PROJECT. The COUNTY shall be responsible to establish, in accordance with DEPARTMENT standards, final right of way survey monumentation.

a) The recording of documents transferring real property acquired under this Agreement in the official records of the appropriate county shall constitute and be deemed as acceptance of ownership by the COUNTY. Recording of said documents shall be the responsibility of the DEPARTMENT.

9. The COUNTY shall provide to the DEPARTMENT all documents necessary to establish encumbrances and encroachments, if any, within the existing COUNTY right of way necessary for completion of the PROJECT. The DEPARTMENT shall be responsible for performing all title work necessary for any additional right of way that is required for the PROJECT. In the event there is any action necessary to be taken to acquire ownership or to extinguish any interest in or encumbrance or encroachment on any property within the COUNTY'S existing right of way, the COUNTY shall take all actions reasonably requested by the DEPARTMENT to accomplish the ends required. In the event title ownership issues cannot be resolved so as to allow the PROJECT to move forward, the DEPARTMENT retains the right to terminate this Agreement on that basis. Further, the COUNTY acknowledges that the right of way must be cleared of all ownership interests, encumbrances or encroachments within the limits of construction at least 90 days prior to the DEPARTMENT advertising the PROJECT for construction. The DEPARTMENT shall have the sole discretion to determine the need to clear any ownership, encroachment or encumbrance.

10. The COUNTY hereby appoints the DEPARTMENT as its agent for purposes of the construction, reconstruction and relocation of utilities under section 337.403(1), Florida Statutes. The COUNTY agrees to fully cooperate with the DEPARTMENT in the construction, reconstruction and relocation of utilities that may be located within the existing or acquired right of way. The parties agree to meet on a periodic basis, as determined to be necessary by the DEPARTMENT, during the planning, design, construction and post-construction phase to identify, plan and to relocate utilities. The responsibility for the costs associated with the relocation of utilities shall be based on Florida law as it relates to said matters. The parties agree that if existing utilities owned by the COUNTY are required to be reconstructed or relocated as a result of the PROJECT that the costs associated therewith shall be deemed to be a cost of the PROJECT to be paid for the by the COUNTY.

11. The COUNTY acknowledges that the DEPARTMENT will be utilizing federal funds on the PROJECT and as a result thereof the COUNTY agrees to maintain the PROJECT in perpetuity according to DEPARTMENT standards. The COUNTY further recognizes and acknowledges that if the DEPARTMENT will be utilizing federal funds on the PROJECT that the National Environmental Policy Act ("NEPA") process will need to be completed and the DEPARTMENT reserves the right to adjust the plans and or design of the PROJECT to meet the needs of the permits. The COUNTY agrees to fully cooperate in the provision of any and all studies and or data that may be necessary for the NEPA process and for all other permit matters.

12. The COUNTY acknowledges and agrees that the right of way (as described in Exhibit "A" hereto), and the improvements and structures located within the right of way, are and will remain under the ownership of the COUNTY and that the DEPARTMENT will not have any ownership interest in the right of way, improvements or structures located thereon. Notwithstanding the requirements hereof, the DEPARTMENT is authorized to temporarily use the COUNTY's existing right of way for construction of the PROJECT and maintenance during construction shall be the responsibility of the DEPARTMENT and its contractor.

13. The parties understand and agree that the DEPARTMENT and the COUNTY shall cooperate with and keep each other well informed of the work efforts and progress hereunder. In the event change orders or supplemental agreements become necessary during the prosecution of the work the COUNTY agrees that it will sign all documents necessary to allow the change order to be finalized and to allow the supplemental agreements to be fully executed. The DEPARTMENT shall have the sole authority with respect to make all decisions relating to, and including the need for, change orders and supplemental agreements.

14. All payment and performance bonds shall be issued in favor of the DEPARTMENT. All warranties shall be made in favor of the COUNTY.

15. Upon completion of the PROJECT, the DEPARTMENT shall issue a Notice of Final Acceptance to the contractor with a copy of said notice being provided to the COUNTY. Upon issuance of the Notice of Final Acceptance, the COUNTY shall be immediately responsible for the perpetual maintenance of the PROJECT. The DEPARTMENT shall also have the right to assign interim maintenance responsibility to the COUNTY for specified portions of the PROJECT before the issuance of the Notice of Final Acceptance. Said assignment of maintenance responsibility shall be sent by the DEPARTMENT to the COUNTY in writing with sufficient description to place the COUNTY on notice of the interim maintenance responsibility. Notwithstanding the issuance of the Notice of Final Acceptance, the DEPARTMENT shall have the right to assure completion of any punch list by the contractor. Additionally, the COUNTY understands and agrees that the DEPARTMENT shall transfer all permits to the COUNTY as the operational maintenance entity and the COUNTY agrees to accept said transfer and to become fully responsible to comply with all operational and maintenance conditions of the permits.

16. This Agreement shall become effective as of the date both parties hereto have executed the Agreement and shall continue in full force and effect until the PROJECT is completed by the DEPARTMENT and the improvements have been turned over to the COUNTY by the DEPARTMENT by formal notice from the DEPARTMENT. The DEPARTMENT reserves the right to unilaterally cancel its performance hereunder if it determines that it is in the best interest of the public to do so. This discretion shall include, but shall not be limited to budgetary and bid cost considerations.

17. Pursuant to Section 287.058, Florida Statutes, the DEPARTMENT may unilaterally cancel this Agreement for refusal by the COUNTY to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes and made or received by the COUNTY in conjunction with this Agreement except for

the obligation of the COUNTY to maintain the PROJECT and said Agreement shall be perpetual as to that obligation.

18. In the event that any election, referendum, approval or permit, notice or other proceeding or authorization is required to be undertaken by the COUNTY to enter into this Agreement or to undertake the PROJECT, the COUNTY will expeditiously initiate and consummate, as provided by law, all actions necessary with respect to any such matters with time being of the essence.

19. The COUNTY shall initiate and prosecute to completion all proceedings or actions necessary to enable the COUNTY to provide any necessary funds for completion of the PROJECT.

20. It is understood that the DEPARTMENT's participation in said PROJECT is subject to Legislative approval of the DEPARTMENT's appropriation request in the work program year that the PROJECT is scheduled.

21. The DEPARTMENT's performance and obligations to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the DEPARTMENT's funding for this PROJECT is in multiple years, funds approved from the DEPARTMENT'S Comptroller must be received every year prior to costs being incurred.

22. In the event this Agreement is in excess of \$25,000.00 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year."

23. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof. Venue of any judicial proceedings arising out of this Agreement shall be in Leon County, Florida.

24. COUNTY:

By: James T. Barfield, P.E.

Title: District Secretary

Date: _____

Attest: _____

Legal Review:

Office of the General Counsel

By: Wilson B. Robertson, Chairman

Title:

Date: _____

ATTEST: ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

Attest: BY: _____
~~DEPUTY CLERK~~

Legal Review:

This document approved as to form
and legal sufficiency.

By *J. Schenk*
Title *Asst. County Attorney*
Date *Sept. 19, 2012*

FPID #: 424458-1-52-01
COUNTY: Escambia

EXHIBIT A

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
OFF SYSTEM PROJECT AGREEMENT**

This Agreement is between the State of Florida Department of Transportation, "DEPARTMENT," and Escambia County, a political subdivision of the State of Florida "COUNTY."

1. Highway Bridge Replacement and Rehabilitation Program funds are available for the costs of the replacement, rehab, or inspection of bridges located off of the Federal-aid system under 23 CFR 650.413(c); and

2. Unnamed Branch Bridge, Bridge No. 484036, requires replacement; and

3. Unnamed Branch Bridge is on Becks Lake Road located in Escambia County, Florida, a road not on the State Highway System; and

4. The parties agree that it is in the best interest of the State of Florida and the COUNTY for the DEPARTMENT, if necessary, to act for the COUNTY in the acquisition of the real property through voluntary acquisition and through the use of the power of eminent domain, if necessary to complete this project, as authorized by Section 336.467, Florida Statutes; and

5. The parties agree that it is in the best interest of each party for the DEPARTMENT to undertake and to complete all aspects of the bridge replacement work, including but not limited to the design, construction, construction inspection, utilities, permits, easements and other associated tasks.

NOW THEREFORE, in consideration of the mutual benefits to be derived by the terms of this Agreement, the parties hereby agree as follows:

6. The recitals in paragraphs 1-5 above are true and correct and are made a part of this Agreement.

7. The parties agree that the DEPARTMENT shall undertake and complete Project No. 426233-1-52-01, generally described as the replacement of Bridge No. 484036 over Unnamed Branch (the "PROJECT"), from Beginning MP 1.175 to End MP 1.369 on Becks Lake Road. The PROJECT is further described in the construction plans attached as Exhibit "A." The COUNTY shall cooperate with and shall support the DEPARTMENT's work efforts in these regards. The DEPARTMENT shall have final decision authority with respect to the design of the PROJECT and the design review process.

8. The COUNTY shall, through the passage of a formal resolution of the County Commission, consent to and authorize the DEPARTMENT for the COUNTY, if necessary, to take property (both real and personal) that is necessary to complete the PROJECT and, if necessary, to further do all acts necessary, including securing all environmental and regulatory permits, easements, temporary construction easements and rights of entry associated with the PROJECT, in the name of the COUNTY. Said authority and action shall be deemed to include

the DEPARTMENT'S use of the power of eminent domain to condemn the property necessary for the PROJECT and to exercise prudent engineering judgment in the design and construction of the PROJECT. The COUNTY shall be responsible to establish, in accordance with DEPARTMENT standards, final right of way survey monumentation.

a) The recording of documents transferring real property acquired under this Agreement in the official records of the appropriate county shall constitute and be deemed as acceptance of ownership by the COUNTY. Recording of said documents shall be the responsibility of the DEPARTMENT.

9. The COUNTY shall provide to the DEPARTMENT all documents necessary to establish encumbrances and encroachments, if any, within the existing COUNTY right of way necessary for completion of the PROJECT. The DEPARTMENT shall be responsible for performing all title work necessary for any additional right of way that is required for the PROJECT. In the event there is any action necessary to be taken to acquire ownership or to extinguish any interest in or encumbrance or encroachment on any property within the COUNTY'S existing right of way, the COUNTY shall take all actions reasonably requested by the DEPARTMENT to accomplish the ends required. In the event title ownership issues cannot be resolved so as to allow the PROJECT to move forward, the DEPARTMENT retains the right to terminate this Agreement on that basis. Further, the COUNTY acknowledges that the right of way must be cleared of all ownership interests, encumbrances or encroachments within the limits of construction at least 90 days prior to the DEPARTMENT advertising the PROJECT for construction. The DEPARTMENT shall have the sole discretion to determine the need to clear any ownership, encroachment or encumbrance.

10. The COUNTY hereby appoints the DEPARTMENT as its agent for purposes of the construction, reconstruction and relocation of utilities under section 337.403(1), Florida Statutes. The COUNTY agrees to fully cooperate with the DEPARTMENT in the construction, reconstruction and relocation of utilities that may be located within the existing or acquired right of way. The parties agree to meet on a periodic basis, as determined to be necessary by the DEPARTMENT, during the planning, design, construction and post-construction phase to identify, plan and to relocate utilities. The responsibility for the costs associated with the relocation of utilities shall be based on Florida law as it relates to said matters. The parties agree that if existing utilities owned by the COUNTY are required to be reconstructed or relocated as a result of the PROJECT that the costs associated therewith shall be deemed to be a cost of the PROJECT to be paid for by the COUNTY.

11. The COUNTY acknowledges that the DEPARTMENT will be utilizing federal funds on the PROJECT and as a result thereof the COUNTY agrees to maintain the PROJECT in perpetuity according to DEPARTMENT standards. The COUNTY further recognizes and acknowledges that if the DEPARTMENT will be utilizing federal funds on the PROJECT that the National Environmental Policy Act ("NEPA") process will need to be completed and the DEPARTMENT reserves the right to adjust the plans and or design of the PROJECT to meet the needs of the permits. The COUNTY agrees to fully cooperate in the provision of any and all studies and or data that may be necessary for the NEPA process and for all other permit matters.

12. The COUNTY acknowledges and agrees that the right of way (as described in Exhibit "A" hereto), and the improvements and structures located within the right of way, are and will remain under the ownership of the COUNTY and that the DEPARTMENT will not have any ownership interest in the right of way, improvements or structures located thereon. Notwithstanding the requirements hereof, the DEPARTMENT is authorized to temporarily use the COUNTY's existing right of way for construction of the PROJECT and maintenance during construction shall be the responsibility of the DEPARTMENT and its contractor.

13. The parties understand and agree that the DEPARTMENT and the COUNTY shall cooperate with and keep each other well informed of the work efforts and progress hereunder. In the event change orders or supplemental agreements become necessary during the prosecution of the work the COUNTY agrees that it will sign all documents necessary to allow the change order to be finalized and to allow the supplemental agreements to be fully executed. The DEPARTMENT shall have the sole authority with respect to make all decisions relating to, and including the need for, change orders and supplemental agreements.

14. All payment and performance bonds shall be issued in favor of the DEPARTMENT. All warranties shall be made in favor of the COUNTY.

15. Upon completion of the PROJECT, the DEPARTMENT shall issue a Notice of Final Acceptance to the contractor with a copy of said notice being provided to the COUNTY. Upon issuance of the Notice of Final Acceptance, the COUNTY shall be immediately responsible for the perpetual maintenance of the PROJECT. The DEPARTMENT shall also have the right to assign interim maintenance responsibility to the COUNTY for specified portions of the PROJECT before the issuance of the Notice of Final Acceptance. Said assignment of maintenance responsibility shall be sent by the DEPARTMENT to the COUNTY in writing with sufficient description to place the COUNTY on notice of the interim maintenance responsibility. Notwithstanding the issuance of the Notice of Final Acceptance, the DEPARTMENT shall have the right to assure completion of any punch list by the contractor. Additionally, the COUNTY understands and agrees that the DEPARTMENT shall transfer all permits to the COUNTY as the operational maintenance entity and the COUNTY agrees to accept said transfer and to become fully responsible to comply with all operational and maintenance conditions of the permits.

16. This Agreement shall become effective as of the date both parties hereto have executed the Agreement and shall continue in full force and effect until the PROJECT is completed by the DEPARTMENT and the improvements have been turned over to the COUNTY by the DEPARTMENT by formal notice from the DEPARTMENT. The DEPARTMENT reserves the right to unilaterally cancel its performance hereunder if it determines that it is in the best interest of the public to do so. This discretion shall include, but shall not be limited to budgetary and bid cost considerations.

17. Pursuant to Section 287.058, Florida Statutes, the DEPARTMENT may unilaterally cancel this Agreement for refusal by the COUNTY to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes and made or received by the COUNTY in conjunction with this Agreement except for

the obligation of the COUNTY to maintain the PROJECT and said Agreement shall be perpetual as to that obligation.

18. In the event that any election, referendum, approval or permit, notice or other proceeding or authorization is required to be undertaken by the COUNTY to enter into this Agreement or to undertake the PROJECT, the COUNTY will expeditiously initiate and consummate, as provided by law, all actions necessary with respect to any such matters with time being of the essence.

19. The COUNTY shall initiate and prosecute to completion all proceedings or actions necessary to enable the COUNTY to provide any necessary funds for completion of the PROJECT.

20. It is understood that the DEPARTMENT's participation in said PROJECT is subject to Legislative approval of the DEPARTMENT's appropriation request in the work program year that the PROJECT is scheduled.

21. The DEPARTMENT's performance and obligations to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the DEPARTMENT's funding for this PROJECT is in multiple years, funds approved from the DEPARTMENT'S Comptroller must be received every year prior to costs being incurred.

22. In the event this Agreement is in excess of \$25,000.00 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year."

23. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof. Venue of any judicial proceedings arising out of this Agreement shall be in Leon County, Florida.

24. COUNTY:

a) Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COUNTY during the term of the contract; and

b) Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

25. The Parties agree that this Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and/or understandings applicable to the matters herein, and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Therefore, it is agreed that no deviation from the terms shall be predicated upon prior representations or agreements, whether oral or written.

26. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery or express mail and shall be deemed to have been received by the end of five business days from the proper sending thereof unless proof of prior actual receipt is provided. Each party hereto shall have the continuing obligation to notify each other of the appropriate persons for notices to be sent to pursuant to the terms of this agreement. Unless otherwise notified in writing, notices shall be sent to the following:

COUNTY: Public Works
3363 West Park Place
Pensacola, FL 32505

DEPARTMENT: FDOT Operations Engineer
6025 Old Bagdad Highway
Milton, FL 32583

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates exhibited by the signatures below.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ESCAMBIA COUNTY, a political
subdivision of the State of Florida

By: James T. Barfield, P.E.

Title: District Secretary

Date: _____

Attest: _____

Legal Review:

Office of the General Counsel

By: Wilson B. Robertson, Chairman

Title: _____

Date: _____
BY: ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

Attest: _____
DEPUTY CLERK

Legal Review:

This document approved as to form
and legal sufficiency.

By *J. Smith*

Title *Asst. County Attorney*

Date *Sept. 19, 2012*

FPID #: 426233-1-52-01
COUNTY: Escambia

EXHIBIT A



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3261

County Administrator's Report 13. 4.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/18/2012

Issue: Residential Rehab Grant Program Funding and Lien Agreements for 306 Southeast Kalash Road

From: Keith Wilkins, REP, Department Director

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 306 Southeast Kalash Road - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify the following October 18, 2012, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 306 Southeast Kalash Road:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Eunice L. George, the owner of residential property located at 306 Southeast Kalash Road, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$1,377, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, for connecting to sanitary sewer; and

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

BACKGROUND:

On October 18, 2012, a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and Eunice L. George. A rendering of the project is attached.

BUDGETARY IMPACT:

Funding for the Grant will be provided through the Warrington TIF, Fund 151, Cost Center 220516, Object Code 58301.

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required for disbursement of funds to all private individuals or outside agencies.

IMPLEMENTATION/COORDINATION:

CED/CRA staff, in coordination with the property owner(s), handles all implementation tasks. CED/CRA staff will monitor the work in progress and will be responsible for compiling the necessary documentation prior to the Grant award.

Attachments

Residential Rehab Eunice George

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 18th day of October 2012, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Eunice L. George, (the "Recipient"), owner of residential property located at 306 Southeast Kalash Road, Pensacola, Florida, 32507.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a Program grant in the maximum amount of **\$1,377**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$1,377**, which shall be comprised of a cash contribution of **\$1,377**.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the **18th** day of **October 2012**, and the Project shall be complete on or before the **18th** day of **January 2013**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. **Indemnification:** The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. **Termination:** The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. **Notice of Termination:** Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. **Subsequent to Termination:** The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. **Property Owner as Independent Contractor:** The parties agree that the Recipient is an independent contractor and is not an employee or agent of the CRA.

12. **Inspector:** The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. **Payment Process:** At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse grant funds to persons not previously designated by the Recipient.

14. **Maintenance of Records:** The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. **Audit:** The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. **Amendments:** Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. **Notice:** Any notices to the County shall be mailed to:

County:

Clara Long, Urban Planner II, CRA
Community & Environment Department
221 Palafox Place
Pensacola, Florida 32502

Recipient:

Eunice L. George
306 Southeast Kalash Road
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. **No Discrimination:** The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. **Entire Agreement:** This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. **No Waiver:** This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

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

By: _____
Wilson B. Robertson, Chairman

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

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient: _____
Eunice L. George
Eunice L. George, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 19th day of September, 2012 by **Eunice L. George**, Property Owner. He/She () is personally known to me or () has produced FLIC G1620...33...0 as identification.



Clara F. Long
Signature of Notary Public

Clara F. Long
Printed Name of Notary Public

This document approved as to form and legal sufficiency.

By: _____
Kristina

Title: ACA

Date: 9/17/12

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner: Eunice L. George

Property Address: 306 Southeast Kalash Road, Pensacola, FL 32507

The "Project" includes the following improvement to the above referenced property:

Connect to sanitary sewer.

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program**
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s) <u>Eunice L. George</u>	Address of Property <u>306 Southeast Kalash Road</u> <u>Pensacola, FL 32507</u>	Property Reference No. <u>50-2S-30-6090-474-022</u>
--	--	--

Total Amount of Lien **\$1,377**

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

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

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

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

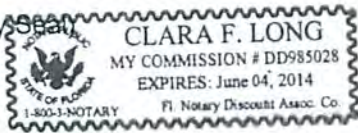
For Recipient:

Eunice L. George
Eunice L. George, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 19th day of September, 2012 by Eunice L. George, Property Owner. He/She () is personally known to me or () has produced FLIC 6620... 33... 0 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: _____
Wilson B. Robertson, Chairman

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

Date Executed: _____

BCC Approved: _____

By: _____
Deputy Clerk

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

This document approved as to form and legal sufficiency.

By: Kristen Howard

Title: ACH

Date: 9/17/12



Connect to Sanitary Sewer

306 Southeast Kalish Rd -
Eunice George



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3306

County Administrator's Report 13. 5.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/18/2012

Issue: Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements for 2901 North "E" Street

From: Keith Wilkins, REP, Department Director

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements for 2901 North "E" Street - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify the following October 18, 2012, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements for the property located at 2901 North "E" Street:

A. Approving the Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements for the property located at 2901 North "E" Street between Escambia County CRA and RJ Properties of NW Florida, LLC, the owner of the residential property located at 2901 North "E" Street, Pensacola, Florida, in the Englewood Redevelopment Area, each in the amount of \$8,702, representing an in-kind match through the Englewood Tax Increment Financing (TIF), Fund 151, Cost Center 220520, Object Code 58301, and/or Neighborhood Enterprise Foundation, Inc. (NEFI), 2009 Community Development Block Grant (CDBG), Fund 129, Cost Center 220410, Object Code 58301, for resurfacing a parking lot to include striping and installation of parking bumpers; and

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

BACKGROUND:

On October 18, 2012, a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and RJ Properties of NW Florida, LLC. A rendering of the project is attached.

BUDGETARY IMPACT:

Funding for the Grant will be provided through the Englewood Tax Increment Financing (TIF), Fund 151, Cost Center 220520, Object Code 58301, and/or Neighborhood Enterprise Foundation, Inc. (NEFI), 2009 Community Development Block Grant (CDBG), Fund 129, Cost Center 220410, Object Code 58301.

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required for disbursement of funds to all private individuals or outside agencies.

IMPLEMENTATION/COORDINATION:

CED/CRA staff, in coordination with the property owner(s), handles all implementation tasks. CED/CRA staff will monitor the work in progress and will be responsible for compiling the necessary documentation prior to the Grant award.

Attachments

Commercial Grant RJ Properties, LLC

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
COMMERCIAL FAÇADE, LANDSCAPE, AND INFRASTRUCTURE GRANT
PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 18th day of **October 2012**, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and RJ Properties of NW Florida, LLC, (the "Recipient"), owner of commercial property located at 2901 North "E" Street, Pensacola, Florida, 32501.

WITNESSETH:

WHEREAS, the CRA has established the **Commercial Façade, Landscape, and Infrastructure Grant Program** (the "Program") to provide Grants to qualified businesses for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a Grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program Grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Commercial Façade, Landscape and Infrastructure Grant Program:** The CRA awards to the Recipient a Program Grant in the maximum amount of **\$8,702** which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$8,702**, which shall be comprised of a cash contribution of **\$8,702**.
4. **Project:** The Project funded by the Grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the **18th** day of **October 2012**, and the Project shall be complete on or before the **18th** day of **January 2013**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may Grant the extension. However, the CRA's agreement to Grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.
7. **Indemnification:** The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.
8. **Termination:** The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use as it deems fit, any improvements or materials remaining on the Project site.
9. **Notice of Termination:** Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.
10. **Subsequent to Termination:** The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of Grant funds disbursed under this Agreement.
11. **Property Owner as Independent Contractor:** The parties agree that the Recipient is an independent contractor and is not an employee or agent of the CRA.
12. **Inspector:** The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the Grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.
13. **Payment Process:** At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names

and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project, and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:

Clara Long, Urban Planner, CRA
Community & Environment Department
221 Palafox Place, Suite 305
Pensacola, Florida 32502

Recipient:

RJ Properties, LLC
c/o John Linn
218 Green Acres Road, Suite 100
Fort Walton Beach, FL 32547

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

This document approved as to form and legal sufficiency.

By: [Signature]
Title: HCA
Date: 9/21/12

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

By: _____
Wilson B. Robertson, Chairman

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

Date Executed: _____

By: _____
Deputy Clerk
(SEAL)

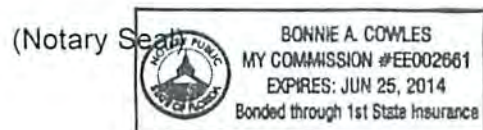
BCC Approved: _____

[Signature]
For Recipient: **RJ Properties of NW Florida, LLC**

John Linn, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 25th day of September 2012 by John Linn, Property Owner. He/She () is personally known to me or () has produced _____ as identification.



[Signature]
Signature of Notary Public
Bonnie A. Cowles
Printed Name of Notary Public

EXHIBIT I

COMMERCIAL FACADE, LANDSCAPE, AND INFRASTRUCTURE GRANT PROJECT

Property Owner: **RJ Properties of NW Florida, LLC**
Property Address: **2901 North "E" Street, Pensacola, FL 32501**

The "Project" includes the following improvements to the above referenced property:

Resurface parking lot which includes striping and parking bumpers.

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

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
<u>RJ Properties of NW Florida, LLC</u>	<u>2901 North "E" Street Pensacola, Florida 32501</u>	<u>18-2S-30-6000-011-053</u>

Total Amount of Lien **\$8,702**

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

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

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

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

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

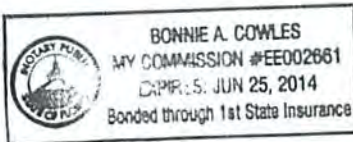
For Recipient: **RJ Properties of NW Florida, LLC**

John Linn, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 20th day of September, 2012 by John Lin, Property Owner. He/She () is personally known to me or () has produced _____ as identification.

(Notary Seal)



Bonnie A. Cowles

Signature of Notary Public

Bonnie A. Cowles
Printed Name of Notary Public

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

By: _____
Wilson B. Robertson, Chairman

Date Executed: _____

BCC Approved: _____

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

By: _____
Deputy Clerk

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

This document approved as to form and legal sufficiency.

By: Kristin Huel

Title: ACT

Date: 7/21/12

KAY'S *Prize* KITCHEN & BATH

Prize
KITCHEN & BATH

Parking lot improvement which
included striping & parking bumpers



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3254

County Administrator's Report 13. 6.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/18/2012

Issue: Neighborhood Stabilization Program Amendment #1 with Loaves and Fishes Soup Kitchen, Inc.

From: Keith Wilkins, REP, Department Director

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Neighborhood Stabilization Program Amendment #1 to the Non-Profit Developer Agreement with Loaves and Fishes Soup Kitchen, Inc. - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action concerning the Neighborhood Stabilization Program (NSP) Agreement with Loaves and Fishes Soup Kitchen, Inc. (Loaves and Fishes):

A. Approve Amendment #1 to the Non-Profit Developer Agreement with Loaves and Fishes to extend the term of the Agreement through March 6, 2013, and to increase the total project budget to \$506,643.01, to allow continuance of the program in accordance with NSP requirements; and

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

[Funding: Fund 129/NSP1, Cost Center 220502; Fund 129/NSP3, Cost Center 220507; and/or Fund 124/Affordable Housing, Cost Center 220406]

BACKGROUND:

In 2008, Congress approved the National Housing and Economic Recovery Act of 2008 (HERA), which included a one-time \$3.9 billion allocation of CDBG-like funds to be used specifically for the acquisition, rehabilitation, or redevelopment of foreclosed or abandoned properties in areas targeted in accordance with HERA requirements to enhance neighborhood stabilization. Under this Act, Escambia County received \$4,565,918 in Neighborhood Stabilization Program (NSP1) funds. Last year, Escambia County received an additional \$1.2 million in funding for the Neighborhood Stabilization Program3 (NSP3) under the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010.

The Board approved the NSP1 and NSP3 Amendments and related activities on November 20, 2008 and February 3, 2011 respectively. Full copies of the NSP1 and NSP3 Amendments which outline the activities undertaken with this funding can be found online at

http://www.myescambia.com/Bureaus/CommunityServices/Plans_Reports.html. Loaves and Fishes has undertaken a rental project to targeting homeless or formerly homeless clients and

families. Loaves and Fishes was unable to acquire the property noted in the original Agreement approved by the Board on August 16, 2010, but eventually acquired property at 1401 N. Ninth Avenue. Due to the change in the location, modifications to the plans were necessary and a three story building is being constructed in lieu of a two story. These changes necessitate additional funding to complete the project as well as extending the time to get the project leased up by the beginning of March, when the NSP1 grant will be closed out with the U.S. Department of Housing and Urban Development.

BUDGETARY IMPACT:

Funding is included in in Fund 129 Cost Centers 220502 and 220507 and Fund 124 Cost Center 220406. No County general revenue funds are required for this project.

LEGAL CONSIDERATIONS/SIGN-OFF:

This Amendment will be approved as to form and legal sufficiency by the County Attorney's Office prior to execution by the Chairman.

PERSONNEL:

N/A.

POLICY/REQUIREMENT FOR BOARD ACTION:

Formal Agreements are required for agencies involved with the delivery of NSP services and such Agreements and their corresponding Amendments must be approved by the Board.

IMPLEMENTATION/COORDINATION:

Continued oversight of the implementation of the Agreements will be provided by Neighborhood Enterprise Foundation, Inc. (NEFI) in order to effect timely close out of the grants in accordance with HUD deadlines.

Attachments

L&F Amendment

**AMENDMENT #1
NON-PROFIT DEVELOPER AGREEMENT
(Loaves and Fishes Soup Kitchen, Inc.)
Escambia County Neighborhood Stabilization Program**

THIS AMENDMENT is made and entered into this 18th day of October, 2012, by and between the **COUNTY OF ESCAMBIA**, a political subdivision of the State of Florida, hereinafter referred to as the "**County**," and **LOAVES AND FISHES SOUP KITCHEN, INC.**, a not for profit corporation organized under the laws of the State of Florida (FED ID # 59-2494440), hereinafter referred to as the "**Agency**," for the sole purpose of financing the acquisition, redevelopment, operation, and management of foreclosed residential properties for the benefit of homeless or formerly homeless persons or families in accordance with provisions of the Neighborhood Stabilization Program, hereinafter referred to as the "NSP."

WITNESSETH:

WHEREAS, the County has elected to participate in the NSP Program to target negative impacts of the national home foreclosure crisis upon local neighborhoods for the benefit of the citizens of Escambia County, Florida; and

WHEREAS, said NSP Program provides that the County may enter into agreements with non-profit agencies, private corporations, community organizations and/or governmental agencies for purposes of implementing the NSP Program; and

WHEREAS, the non-profit Agency has exhibited the managerial and technical ability to carry out income targeted, affordable housing activities within the local area; and

WHEREAS, on August 19, 2010, the County entered an agreement with the Agency for the purpose of implementing the *NSP Foreclosed Property Acquisition/Rehabilitation Project*, hereinafter referred to as "Project";

WHEREAS, on October 22, 2010, the County executed an addendum to the agreement for the purpose of identifying an alternate site for the Project; and

WHEREAS, the County and Agency now wish to amend the original Non-Profit Developer Agreement dated August 19, 2010.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and of the mutual benefits and for other good and valuable consideration the County and AGENCY hereby agree to amend the Non Profit Developer Agreement for the Neighborhood Stabilization Program dated August 19, 2010 as follows:

1. **ARTICLE III** of the Non-Profit Developer Agreement dated August 19, 2010, is hereby amended to read as follows:

3. The County agrees to provide NSP, Fund 124, and/or State Housing Initiatives Partnership (“SHIP”) funding in the maximum aggregate amount of **\$506,643.01** for the purposes of directly paying or reimbursing: (1) all costs associated with evaluation, negotiation, acquisition and closing on the purchase of one or more of the property(ies) legally described in **EXHIBIT II** of this Agreement to bring the property(ies) under the control of the non-profit Developer; (2) clearance of blighting conditions, including deteriorated and abandoned structures located on the property(ies) and property restoration; (3) all costs required to redevelop the property(ies) by constructing a new properly permitted residential permanent housing facility for the homeless on the site; and (4) Project related service delivery costs incurred by the Developer in implementing the Project. All of these actions shall be accomplished in accordance with the NSP requirements stipulated in **EXHIBIT I and EXHIBIT V** of this Agreement. Such funds are payable solely from available NSP, Fund 124, and/or SHIP Program funds, subject to possible reduction under Article VI hereof and shall be solely available to the non-profit Developer under the terms of this Agreement. Developer shall be responsible for funding or financing any amounts required above funding provided by the County through this Agreement.

2. **ARTICLE VI, Section 6** of the Non-Profit Developer Agreement dated August 19, 2010, is hereby amended to read as follows:

6. This Agreement shall remain in effect through March 6, 2013, unless canceled sooner with or without cause by any party giving thirty (30) days prior written notice of such cancellation. This Agreement may be extended in writing, signed by both the COUNTY and AGENCY.

3. **EXHIBIT I, Section I.A.1** of the Non Profit Agency Agreement dated August 19, 2010, is hereby amended to read as follows:

(1). **a maximum of \$54,000 or the total cost, whichever is less**, associated with negotiation, acquisition and closing on the purchase of one or more of the blighted, abandoned properties legally described in **EXHIBIT II** of this Agreement to bring the property under the control of the non-profit Developer or Development Team; and (2) **\$430,643.01 or the available balance of the total \$506,643.01, whichever is greater**, in NSP, Fund 124, and/or SHIP funding committed to the Project per Article III Subsection 3 of this Agreement for any or all of the following: clearance of blighting conditions (including deteriorated and abandoned buildings, overgrowth or blighting conditions); general property and infrastructure improvements; redevelopment of the property to include construction of a residential facility and associated improvements as required for delivery of housing and related services for the benefit of Eligible Low Income households as authorized by Section 2301(f)(3)(A) of Title III of the housing and Economic Recovery Act of 2008 (HERA) and as more specifically defined below. Under no

circumstance shall the aggregate NSP, Fund 124 and/or SHIP expenditures provided under this Agreement exceed \$506,643.01.

4. **EXHIBIT I, Section III** of the Non-Profit Agency Agreement dated August 19, 2010, is hereby amended to read as follows:

The Developer shall take the actions required to acquire and redevelop the property(ies) legally described in **EXHIBIT II** in order to provide a 3-story (floor) Florida Building Code compliant residential Group Home facility (the "Project Facility") as generally depicted in **EXHIBIT VII** of this Agreement.

5. **EXHIBIT I, Page 9** is hereby amended to reflect the updated project budget. See Exhibit I, Page 21 (revised), attached hereto and incorporated herein.
6. **EXHIBIT II** is revised to include the correct legal description of the property acquired under the terms of the original agreement as follows:

LOTS 8 AND 9, BLOCK 54, NEW CITY TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO THE MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906.

PARCEL ID: 00-0S-00-9025-008-154

PROPERTY ADDRESS: 1401 NORTH 9TH AVENUE, PENSACOLA, FLORIDA

This site is in lieu of the site identified in the Addendum to the Non-Profit Developer Agreement dated October 22, 2010.

7. **EXHIBIT III** of the Non-Profit Agency Agreement dated August 19, 2010, is hereby amended to reflect the current 2011 Income Limits effective December 1, 2011 and tenant rent limits as required by NSP regulations. See Exhibit III, Page 25 (revised), attached hereto and incorporated herein
8. All other provisions of the original Agreement dated August 19, 2010, and not in conflict with the amendments and modifications contained herein shall remain in full force and effect.
9. This Amendment shall become effective, after being properly executed by the parties, when filed in the Office of the Clerk of Court of Escambia County. The Court shall be responsible for such filing after such execution by both parties.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the duly authorized representatives of the parties have set their hands and seals this day and year first written above.

**ESCAMBIA COUNTY, a political subdivision
of the State of Florida, by and through its
BOARD OF COUNTY COMMISSIONERS**

By: _____
Wilson B. Robertson, Chairman

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

BCC Approved: October¹⁸, 2012

By: _____
Deputy Clerk

(SEAL)

This document approved as to form
and legal sufficiency.

By: Kristin Huel

Title: ACA

Date: 9/20/12

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK]

**LOAVES AND FISHES SOUP KITCHEN, INC.,
a not for profit corporation chartered in the
State of Florida**

WITNESSED:

By: _____
Frederick W. Humphreys, President

Print Name

Print Name

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by Frederick W. Humphreys, President of Loaves and Fishes Soup Kitchen, 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: _____

PERMANENT HOUSING FACILITY FOR THE HOMELESS PROJECT

Financing Sources and Total Development Cost (Budget entries are estimates, subject to adjustment based on actual costs)

Financing Sources:	Proposed Funding	Committed/Conditional Funding	Total Funding
Private Lender:		0.00	0.00
Private Equity (Developer)		10,000	10,000
Escambia NSP, Funds 124 and/or SHIP Funds		506,643.01	506,643.01
Other:			
Total Sources of Funds	N/A	\$516,643.01	\$516,643.01

Use of Funds:	Cost Allocation	Funding Source (from above)	Total Funding
Acquisition of abandoned/blighted property	\$54,000	Escambia NSP	\$54,000
Site Improvements (including demolition)	4,000	Escambia NSP	4,000
Design, Permitting and Construction of Project Facility	396,643.01	Escambia NSP	396,643.01
Facility Furnishings (major items such as: beds, tables, chairs, kitchen equipment, laundry equipment, etc.)	30,000	Escambia NSP	30,000
Developer/project management fee (see note below)	22,000	Escambia NSP	22,000
Other: Small equipment, operational supplies, and small furnishings (such as: linens, dishes, utensils, etc.)	10,000	Developer (Loaves/fishes)	10,000
<i>Total Uses of Funds</i>	\$516,643.01	All above sources	\$ 516,643.01

NOTE: Developer/Project Management Fee(s) charged to NSP cannot exceed 8% under any circumstances.

EXHIBIT III

NSP MAXIMUM INCOME LIMITS

ESCAMBIA/PENSACOLA MAXIMUM INCOME ELIGIBILITY LIMITS

(Effective December 1, 2011)

Income Level	1 person	2 people	3 people	4 people	5 people	6 people
50% AMI	\$20,750	\$23,700	\$26,650	\$29,600	\$32,000	\$34,350

THE ABOVE LEVELS DENOTE THE MAXIMUM GROSS INDIVIDUAL OR FAMILY "HOUSEHOLD" INCOME AS RECEIVED FROM ALL PERSONS RESIDING IN THE HOUSEHOLD AND FROM ALL SOURCES PROVIDING INCOME TO THE HOUSEHOLD.

MAXIMUM RENT LIMITS

The Maximum Affordable Rental shall conform to the Fair Market Rent (FMR) published annually by the U. S. Department of Housing and Urban Development. Calculation of rents shall comply with requirements of the HUD Section 8 Rental Assistance Program. The current (FY 2012) rents for the **Pensacola MSA** are:

Final FY 2012 FMRs By Unit Bedrooms

	Efficiency	One-Bedroom	Two-Bedroom	Three-Bedroom	Four-Bedroom
Final FY 2012 FMR	\$619	\$674	\$748	\$1,084	\$1,311



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3299

County Administrator's Report 13. 7.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/18/2012

Issue: Acquisition of Property from Patches I, Inc., Located at 3517 North Market Street, for the Michael/Market Street Drainage Improvement Project

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acquisition of Property from Patches I, Inc., Located at 3517 North Market Street, for the Michael/Market Street Drainage Improvement Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action regarding the acquisition of a parcel of real property (approximately 1.69 acres) from Patches I, Inc., located at 3517 North Market Street, for the Michael/Market Street Drainage Improvement Project:

- A. Authorize the purchase of a parcel of real property located at 3517 North Market Street (approximately 1.69 acres) for the appraised value \$75,000, from Patches I, Inc., 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 at 3517 North Market Street (approximately 1.69 acres); 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 352, "Local Option Sales Tax," Accounts 210107/56101/56301, Project 10EN0323, "Michael/Market Drive Project"]

The Michael Drive and Market Street area has a lengthy history of stormwater drainage issues. The County's project to alleviate some of the stormwater drainage issues, currently in design, will require acquisition of property for stormwater retention. The vacant property located at 3517 North Market Street (approximately 1.69 acres), owned by Patches I, Inc., has been identified as a suitable location for a retention pond.

BACKGROUND:

The Michael Drive and Market Street area has a lengthy history of stormwater drainage issues. The County's project to alleviate some of the stormwater drainage issues, currently in design, will require acquisition of property for stormwater retention. The vacant property located at 3517 North Market Street (approximately 1.69 acres), owned by Patches, I, Inc., has been identified as a suitable location for a retention pond.

Pursuant to the Board's adoption of the Policy for Real Property Acquisitions Related to Road and Drainage Projects, dated April 21, 2011, staff entered into negotiations with Patches, I, Inc., to acquire their property (approximately 1.69 acres) located at 3517 North Market Street. Staff had an appraisal performed by G. Daniel Green & Associates, dated June 4, 2012, which placed a value of \$75,000 on the parcel. The owners indicated that they were amenable to accepting this amount. Staff prepared, and the property owners agreed to the terms and conditions contained in the Contract for Sale and Purchase, with the understanding that this acquisition requires final Board approval. The Contract for Sale and Purchase includes an offer to purchase the property for the appraised value of \$75,000, with the owners/sellers being responsible for payment of documentary stamps and other closing costs. Staff is requesting Board approval of this acquisition and the Contract for Sale and Purchase.

BUDGETARY IMPACT:

Funding for this project is available in Fund 352, "Local Option Sales Tax," Account 210107/56101/56301, Project 10EN0323, "Michael/Market Drive Project."

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office will prepare the closing documents and conduct the closing for the purchase of this property. The Contract for Sale and Purchase was approved as to form and legal sufficiency by Stephen West, Assistant County Attorney, on September 20, 2012.

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 for Sale and Purchase

Acquisition Checklist

Parcel Information

Appraisal

Aerial Map

CONTRACT FOR SALE AND PURCHASE

This is a Contract for Sale and Purchase ("Contract"), between PATCHES 1, INC. A FLORIDA CORPORATION by C. Escobar, President, whose address is 1892 Brenda Avenue, Pensacola, FL 32506 ("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 Seventy Five Thousand Dollars (\$75,000.00), 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 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 (Seller); Survey

(Buyer); Title Insurance (Buyer); Recording of Deed (Seller); 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 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 are 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

TO SELLER:

Patches I, Inc.
1892 Brenda Avenue
Pensacola, FL 32506

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 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

The document appeared as to form and legal sufficiency.

By [Signature]
Title Asst. County Attorney
Date Sept. 20, 2012

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: _____

BCC Approved: _____

SELLER:

PATCHES 1, INC., a Florida Corporation

[Signature]

Witness Aminda V Samuel

By: [Signature]
C. ESCOBAR

Print Name Allison Parks

Title: President

Witness Allison Parks

Date 8/27/12

Print Name

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 27th day of August, 2012, by C Escobar. He () is personally known to me, () produced current FLDL as identification.

[Signature]
Signature of Notary Public

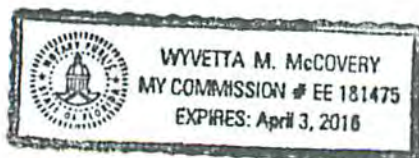
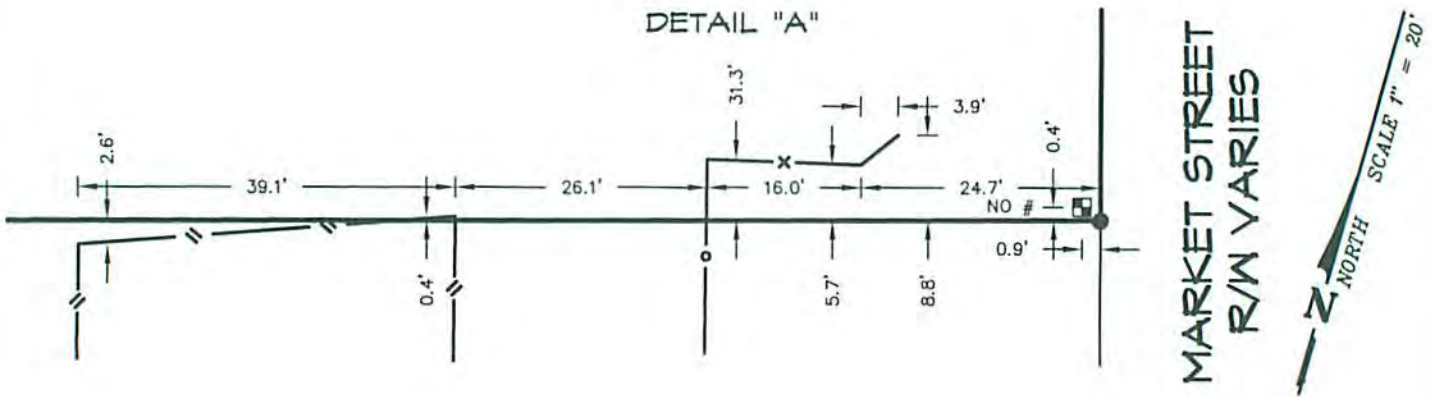




Exhibit "A"

SHEET 1 OF 2



SURVEYOR'S NOTES:

1. Subject to setbacks, easements and restrictions of record.
2. This survey is subject to any facts that may be disclosed by a full and accurate title search. No title work performed by this firm.
3. This survey does not reflect or determine ownership.
4. This drawing only reflects setback lines, which appear on the recorded plat. This property may also be subject to setback lines mandated by zoning ordinances and/or restrictive covenants of record.
5. Footers and foundations below natural grade not located.

LEGAL DESCRIPTION:

Begin 30 feet West and 414.10 feet South of the northeast corner of Government Lot 6, Section 9, Township 2 South, Range 30 West, Escambia County, Florida, said point begin on the westerly right of way line of Market Street (R/W varies); thence South 15 degrees 40'41" East along said westerly right of way line for a distance of 200.00 feet; thence South 73 degrees 56'10" West for a distance of 424.69 feet to the easterly right of way line of Railroad (100' R/W), said point being on a circular curve concave to the northwest, having a radius of 11209.94 feet and delta angle of 01 degrees 10'43"; thence Northeasterly along said easterly right of way for an arc distance of 230.58 feet (chord distance of 230.58 feet, and chord bearing of North 13 degrees 46'48" East); thence North 73 degrees 56'10" East for a distance of 311.30 feet to the point of beginning.

All lying and being in Section 9, Township 2 South, Range 30 West, Escambia County, Florida. Containing 1.69 acres, more or less.

TAX MAPS; PUBLIC RECORDS; SURVEYS BY THIS FIRM; D.O.T. R/W MAP SECTION 48511-2603;

Source of Information: RECORDED PLAT: BUDD PROPERTY (P.B. 1, P. 46), BELL ACRES (P.B. 2, P. 10)

Measurements made in accordance to United States Standards.

LB No. 7073

I hereby certify that this survey was made under my responsible charge and meets the Minimum Technical Standards as set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17.050, 5J-17.051 and 5J-17.052, pursuant to Section 472.027 Florida Statutes.

Date of Plat 2-16-12
Date of Survey 12-16-11
Elevation Reference _____
Encroachments FENCES

NOT VALID UNLESS
IMPRINTED WITH
EMBOSSSED SEAL
AND SIGNED BY
SURVEYOR

Bearing Reference NORTH BASED ON STATE
PLANE COORDINATE SYSTEM (GRID NORTH)

Ordered By TRACY BOUTWELL
Scale 1" = 20' Job No. 34951-11

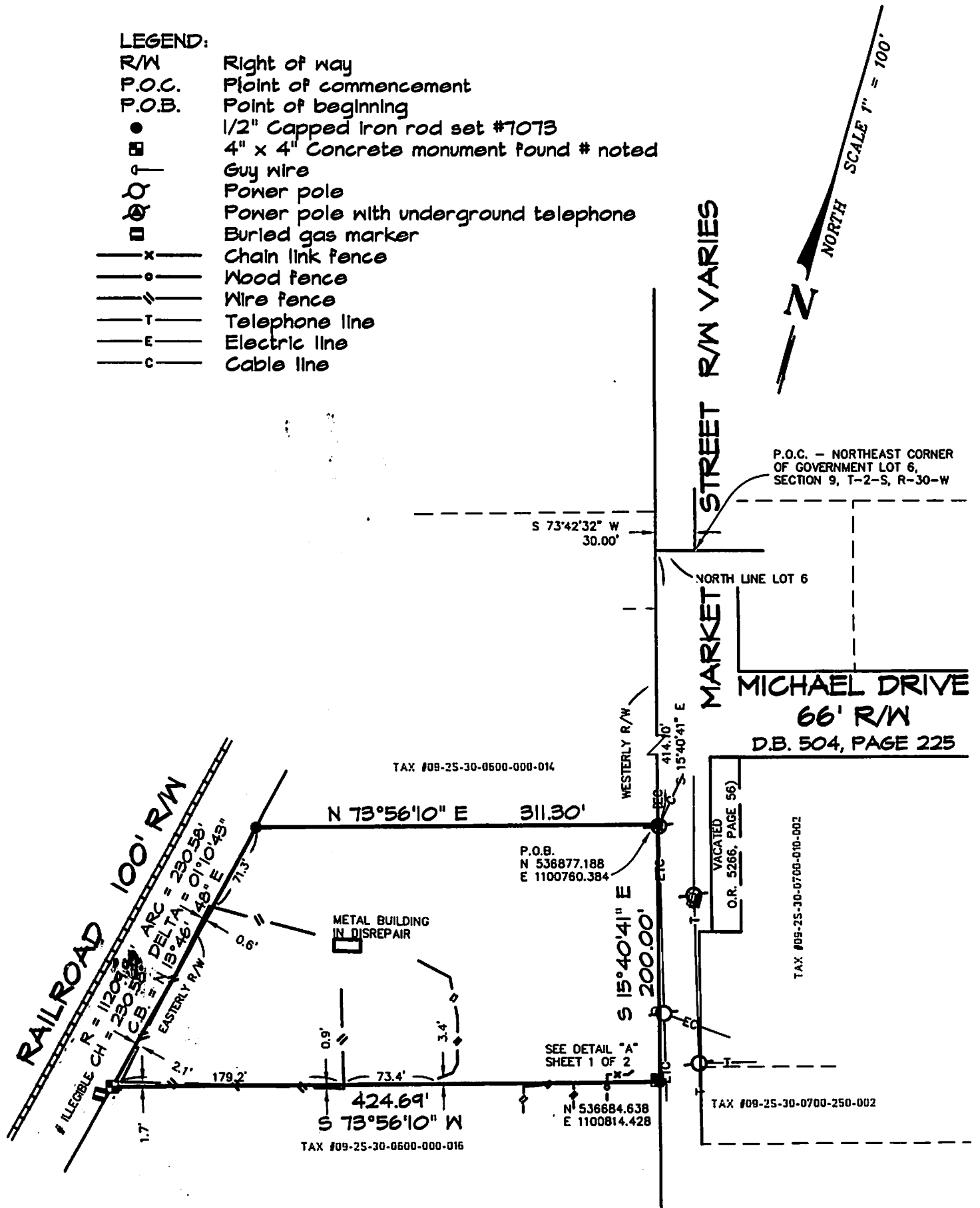
FB 1446 PG 63-73 File No. A-14,081
FB _____ PG _____ Drawn By PMJ

David D. Glaze
PSM #5605

Walter J. Glaze
PSM #6190



- LEGEND:**
- R/W Right of way
 - P.O.C. Point of commencement
 - P.O.B. Point of beginning
 - 1/2" Capped iron rod set #7073
 - 4" x 4" Concrete monument found # noted
 - ↑ Guy wire
 - ⊙ Power pole
 - ⊙ Power pole with underground telephone
 - Buried gas marker
 - x— Chain link fence
 - o— Wood fence
 - ◇— Wire fence
 - T— Telephone line
 - E— Electric line
 - C— Cable line



TAX MAPS; PUBLIC RECORDS; SURVEYS BY THIS FIRM; D.O.T. R/W MAP SECTION 48511-2603;

Source of Information: RECORDED PLAT: BUDD PROPERTY (P.B. 1, P. 46), BELL ACRES (P.B. 2, P. 10)

Measurements made in accordance to United States Standards.

LB No. 7073

I hereby certify that this survey was made under my responsible charge and meets the Minimum Technical Standards as set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17.050, 5J-17.051 and 5J-17.052, pursuant to Section 472.027 Florida Statutes.

Date of Plat 2-16-12
Date of Survey 12-16-11
Elevation Reference _____
Encroachments FENCES

NOT VALID UNLESS
IMPRINTED WITH
EMBOSSSED SEAL
AND SIGNED BY
SURVEYOR

Bearing Reference NORTH BASED ON STATE
PLANE COORDINATE SYSTEM (GRID NORTH)

Ordered By TRACY BOUTWELL
Scale 1" = 100' Job No. 34951-11
FB 1446 PG 63-73 File No. A-14,082
FB _____ PG _____ Drawn By PMJ

David D. Glaze
PSM #5605

Walter J. Glaze
PSM #6190



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: Patches I, Inc. Property @ 3517 N. Market St. / 09-2S-30-060-000-014 / Account # 05235000

County Administrator (or designee) - Appraisals

Appraiser (1): G. Daniel Green & Associates
 Date of appraisal: May 30, 2012
 Appraised value: \$75,000
 Received by: J. Cantrell
 Comments: _____

Appraiser (2): N/A
 Date of appraisal: _____
 Appraised value: _____

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 Property
 Date: _____
 Comments: _____

Risk Management Department - Property Inspection

Inspected by: N/A - Vacant Property
 Date: _____
 Comments: _____

Engineering Department - Review of Survey or Boundary Map

Completed by: RICK COLOCADO
 Date: 08/08/12
 Comments: REVIEWED CERTIFIED BOUNDARY SURVEY

Office of Management and Budget - Verification of Funding Source

Funding source: FUND 352 COST III 210107 / 56101 / 10000323
 Verified by: R. Jambert
 Date: 09-24-12
 Comments: _____

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.

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County Administrator (or designee) - Appraisals

Appraiser (1): G. Daniel Green & Associates
 Date of appraisal: May 30, 2012
 Appraised value: \$75,000
 Received by: J. Cantrell
 Comments: _____

Appraiser (2): N/A
 Date of appraisal: _____
 Appraised value: _____

County Administrator (or designee) - Environmental Site Assessments

Date of Phase I: _____
 Received by: *ESA Not Required*
 Comments: *Site qualifies for Exemption Env Project Council ECOSW Re County Ordinance for 4/6/09*

Date of Phase II: _____
 Received by: _____
 Comments: _____

Facilities Management Department - Property Inspection

Inspected by: N/A - Vacant Property
 Date: _____
 Comments: _____

Risk Management Department - Property Inspection

Inspected by: N/A - Vacant Property
 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: _____

Memorandum

Department of Solid Waste Management
13009 Beulah Road
Cantonment, Florida 32533-8831
Phone: 850.937.2160



To: Larry Godwin, READ Manager
From: Doyle Butler, Engineering Project Coordinator, ECDSW
Re: ESA Waiver for 3517 Market St. 32505
Date: August 9, 2012

Doyle Butler

Patches I INC 5017 Perkins St, Pensacola, Florida 32526 owns a 1.68 acre lot at 3517 N Market Street 32505. The ECPA Account Number is 05235000. This parcel is heavily wooded and is adjacent to Burlington Northern RR tracks. Background history indicates the lot has never been developed. The immediate neighborhood consists of one-family residential units with the exception of a neighborhood church (Pleasant Hill Baptist) across the roadway.

The vacant lot exhibits several pedestrian trails. After investigation it was apparent that there were no vagrants or homeless camped on the site. De-minimus trash with minor litter was present. There was no evidence of any illegal dumping.

Recommendation:

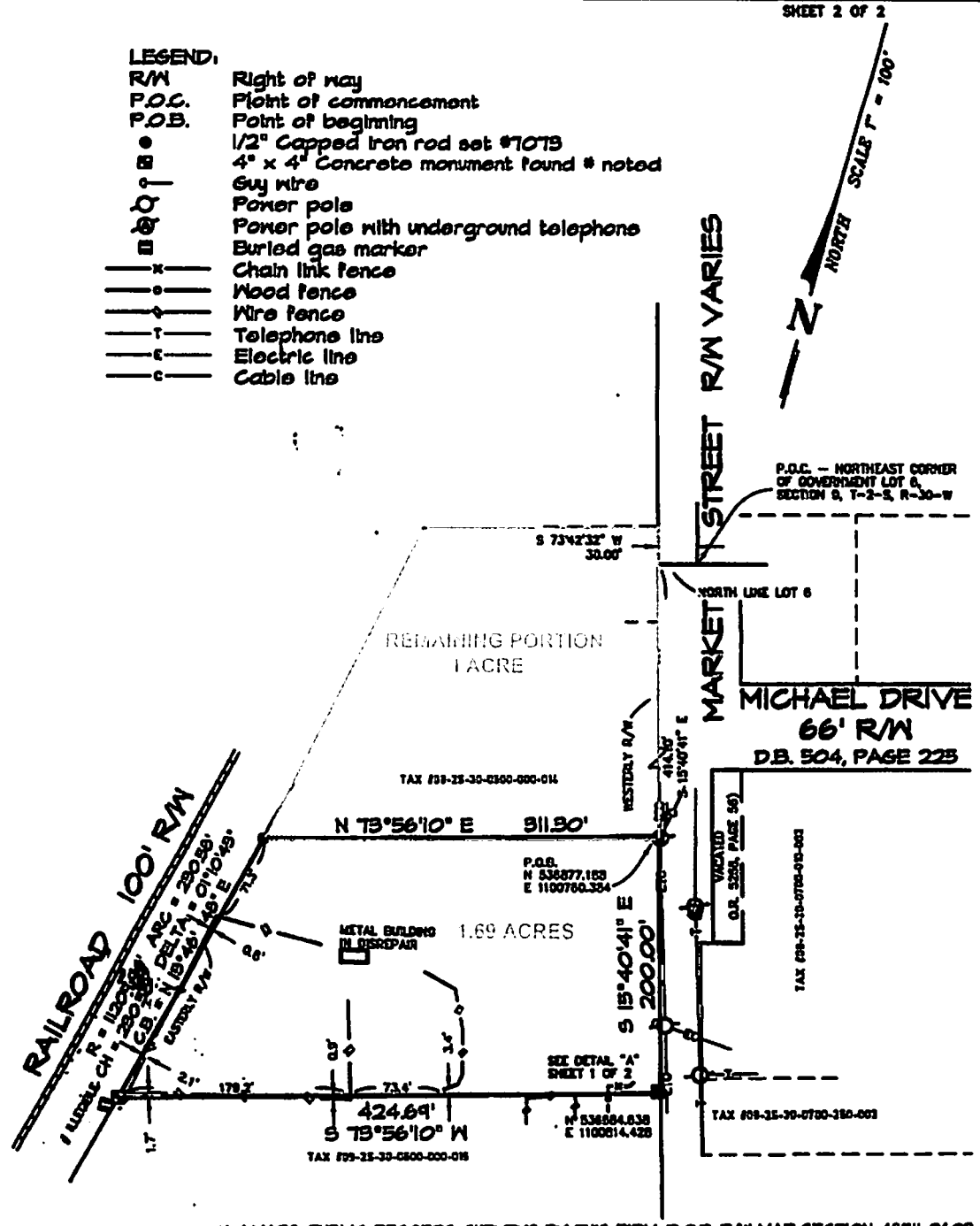
Information does not exist that would document any environmental condition or other exposure that would create environmental concerns for this site. Escambia County Ordinance Sec. 46.139 allows for a waiver in situations as this.





SHEET 2 OF 2

- LEGEND:**
- R/W Right of way
 - P.O.C. Point of commencement
 - P.O.B. Point of beginning
 - 1/2" Capped iron rod set #707B
 - 4" x 4" Concrete monument found # noted
 - Guy wire
 - Power pole
 - Power pole with underground telephones
 - Buried gas marker
 - Chain link fence
 - Wood fence
 - Wire fence
 - Telephone line
 - Electric line
 - Cable line



TAX MAPS, PUBLIC RECORDS, SURVEYS BY THIS FIRM; D.O.T. R/W MAP SECTION 48511-2603;
Source of Information: RECORDED PLAT: BUDD PROPERTY (P.B. 1, P. 46), BELL ACRES (P.B. 2, P. 10)
Measurements made in accordance to United States Standards.

LB No. 707B

I hereby certify that this survey was made under my responsible charge and meets the Minimum Technical Standards as set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17.050, 5J-17.051 and 5J-17.052, pursuant to Section 472.027 Florida Statutes.

Date of Plat 2-16-12
Date of Survey 12-16-11
Elevation Reference _____
Encroachments FENCES

**NOT VALID UNLESS
IMPRINTED WITH
EMBOSSSED SEAL
AND SIGNED BY
SURVEYOR**

Bearing Reference NORTH BASED ON STATE
PLANE COORDINATE SYSTEM (GRID NORTH)

Ordered By TRACY BOUTWELL
Scale 1" = 100' Job No. 84951-11
FB 1446 PG. 63-79 File No. A-14082
FB _____ PG. _____ Drawn By PMJ

David D. Glaze
David D. Glaze PSM #5605
Walter J. Glaze PSM #6190

[Back](#)

Source: Escambia County Property Appraiser

[Restore Full Page Version](#)

General Information	
Reference:	092S300600000014
Account:	052235000
Owners:	PATCHES I INC
Mail:	5017 PERKINS ST PENSACOLA, FL 32526
Situs:	3517 N MARKET ST 32505
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:	\$22,914
Total:	\$22,914
Save Our Homes:	\$0
Disclaimer	
Amendment 1 Calculations	

Sales Data				
Sale Date	Book Page	Value	Type	Official Records (New Window)
09/2004	5501 1989	\$16,000	TD	View Instr
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court				

2011 Certified Roll Exemptions	
None	
Legal Description	<input type="text"/>
BEG 30 FT W AND 247 FT S OF NE COR OF LT 6 W 222 FT TO E LI OF R/R FOR POB E OVER LI LAST TRAVERSED 222 FT S...	
Extra Features	<input type="text"/>
None	

Parcel Information

[Restore Map](#)

[Get Map Image](#)

[Launch Interactive Map](#)

Section Map Id:
[09-2S-30-3](#)

Approx. Acreage:
2.6800

Zoned:
[R-6](#)



VACANT LAND ZONED R-6
A PORTION OF 3517 N MARKET STREET
PENSACOLA, FLORIDA 32505



G. Daniel Green
& ASSOCIATES

COMMERCIAL & RESIDENTIAL APPRAISAL, CONSULTING & SALES

103 baybridge drive • gulf breeze, fl 32562
tel 850.934.1797 • fax 850.932.8679

G. Daniel Green, MAI, SRA, Cert. Gen. REA #RZ836
Paula M. Pelezo, Cert. Res. REA #RD7497 | Susanne S. Timmons, Cert. Res. REA #RD4984
Benjamin F. McDaniel Registered Trainee #RI23426

G. DANIEL GREEN & ASSOCIATES, INC.
Appraisals, Sales, & Consulting

SUMMARY APPRAISAL REPORT

SUBJECT PROPERTY

VACANT LAND ZONED R-6
A PORTION OF 3517 N MARKET STREET
PENSACOLA, FLORIDA 32505

REPORT DATE

June 4, 2012

EFFECTIVE DATE

May 30, 2012

CLIENT/INTENDED USERS

Board of County Commissioners
Escambia County, FL
c/o Larry Godwin or Judy Cantrell
Public Works Department
3363 West Park Place
Pensacola, FL 32505

Prepared By:

G. Daniel Green, MAI, SRA

Certified General Appraiser RZ836

G. Daniel Green & Associates, Inc.
103 Baybridge Gulf Breeze, Florida 32562
Telephone (850) 934-1797
Fax (850) 932-8679
appraisal@gdanielgreen.com

June 4, 2012

Board of County Commissioners
Escambia County, FL
C/o Larry Godwin or Judy Cantrell
Public Works Department
3363 West Park Place
Pensacola, FL 32505

Re: Vacant Land Zoned R-6
A Portion of 3517 N. Market St
Pensacola, FL 32505

Dear Mr. Godwin/Ms. Cantrell,

In response to your request, we have conducted the required investigation, gathered the necessary data, and made certain analyses that have enabled us to form an opinion of the current market value of the fee simple interest in the above captioned subject property. The following Summary Appraisal Report presents our findings.

The purpose of the appraisal is to develop an opinion of the market value of the fee simple interest of the subject property based on a personal observation of the subject; information provided to our office; and the investigation and analyses undertaken; as of May 30, 2012, the effective date; subject to the attached assumptions and limiting conditions.

We have analyzed the market value of the subject property based on our opinion of the highest and best use of the subject property. Subject to the assumptions, limiting conditions and certification set forth herein, it is our professional opinion the market value of the fee simple interest in the subject property as of May 30, 2012 is:

\$75,000
SEVENTY FIVE THOUSAND DOLLARS
MARKET VALUE - FEE SIMPLE INTEREST
AS OF MAY 30, 2012



Mr. Godwin/Ms. Cantrell

June 4, 2012

The following is a Summary Appraisal Report utilizing the Direct Sales Comparison Approach solely. The Income and Cost Approaches have not been utilized as the application of the Direct Sales Comparison Approach will provide a credible opinion of value for the subject property. This report has been prepared utilizing all of the requirements set forth as standards for real estate appraisals established for federally related transactions by the Comptroller of the Currency, the Federal Reserve Board, the Federal Deposit Insurance Corporation, the State of Florida, including Federal regulations as stipulated by all appropriate federal regulatory agencies under the most recent Real Estate Appraisal ruling (12 CFR Par 34-Title XI of FIRREA).

The appraisal is in conformity with the standards for real estate appraisals as established by the Appraisal Foundation and its Appraisal Standards Board. It is intended to comply with the requirements set forth under Standards Rule 2 of the *Uniform Standards of Professional Appraisal Practice* (USPAP) effective January 1, 2012 adopted by the Appraisal Foundation.

The fee for this appraisal was not based on value nor was the assignment undertaken based on a predetermined value, trend in value or a minimum or maximum value. The report presents summarized discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's credible opinion of value. The depth of discussion contained in the report is specific to the needs of the client and for the intended use stated in the report. The content of this Summary level report includes all specification in USPAP as defined in Standards Rule 2 -2 (b) and through the scope of work have concluded to a credible opinion of value.

G. Daniel Green MAI, SRA is currently certified under the voluntary continuing education program of The Appraisal Institute.

Due to the current market uncertainty in the US economy, the opinions and conclusions herein are valid as of the effective date of the appraisal only.

In addition to the included assumptions and limiting conditions, the following also apply:

- 1. The client, Board of County Commissioners, Escambia County, FL, furnished a boundary survey. This survey outlines a portion of Parcel# 09-2S-30-0060-000-014; this section is identified as the subject property. This "parcel" contains 1.69 +/- acres. As such, all measurements are based on the furnished survey prepared by Pitman, Glaze and Associates and dated 12-16-11. Should this information be inaccurate, this appraisal and all value indications arrived at herein may be considered invalid and subject to review by the appraiser signing this report.*
- 2. The appraisal does not address unforeseeable events that could alter the property improvement and/or market conditions reflected in the analysis.*
- 3. The appraiser also reserves the right to alter opinions of value contained in this appraisal report on the basis of information withheld or not discovered in the normal course of diligent investigation.*

Exposure Time: The exposure time linked to the final value opinion for subject property is estimated to be eighteen (18) to twenty four (24) months based on market sales of similar properties and current market activity.

Marketing Time at concluded value estimate: The marketing time for the subject property is estimated to be eighteen (18) to twenty four (24) months.

Respectfully submitted,



G. Daniel Green, MAI SRA
State-Certified General
Real Estate Appraiser #RZ836

CERTIFICATION

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and is my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- We have no present or prospective interest in the properties that are the subject of this report and no personal interest with respect to the parties involved.
- We have no bias with respect to the properties that are the subject of this report or to the parties involved with this assignment.
- Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- G. Daniel Green, MAI has personally observed the property that is the subject of this report.
- No one provided significant real property appraisal assistance to the person signing this certification.
- The reported analysis, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of The Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- The undersigned appraiser has the knowledge and experience to complete this assignment competently.
- As of the date of this report, G. Daniel Green MAI, SRA has completed the continuing education program of the Appraisal Institute.
- The appraiser signing this report has not performed services regarding the subject property within 36 months prior to the effective date of this appraisal, as an appraiser or in any other capacity.



G. Daniel Green, MAI SRA
State-Certified General
Real Estate Appraiser #RZ836

POLICY STATEMENT OF THE APPRAISAL INSTITUTE

It is improper to base a conclusion or opinion of value upon the premise the racial, ethnic or religious homogeneity of the inhabitants of an area or of a property is necessary for maximum value.

Racial, religious and ethnic factors are deemed unreliable predictors of value trends or price variance.

It is improper to base a conclusion or opinion of value, or conclusion with respect to neighborhood trends, upon stereotyped biased presumptions relating to the effective age or remaining life of the property being appraised or the life expectancy of the neighborhood in which it is located.

DISCLOSURE OF COMPETENCY

The signing appraisers of this report are competent to complete this report in accordance with the competency provision in the USPAP 2011. Appraisers' qualifications are included toward the end of the report.

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Certification of Value	
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G. Daniel Green, MAI, SRA	55

ADDENDA

Client Engagement Letter	
Survey	
Invoice	

SUMMARY OF SALIENT FACTS AND IMPORTANT CONCLUSIONS

PROPERTY IDENTIFICATION: An approximate 1.69 +/- acre segment of Section 9, Township 2 South, Range 30 West, Escambia County, Florida. A surveyed section of Parcel ID: 09-2S-30-0060-000-014

OWNERSHIP: Patches I Inc.
5017 Perkins Street
Pensacola, FL 32526

LOCATION OF PROPERTY: Portion of Section 9, Township 2 South, Range 30 West, Escambia County, Florida with a street address of 3517 N. Market Street, Pensacola, Florida 32505

TYPE OF VALUE: The purpose of this appraisal is to provide an opinion of the market value of the fee simple interest as of a specific date.

PROPERTY RIGHTS APPRAISED: Fee simple ownership rights.

DATE OF REPORT: June 4, 2012

EFFECTIVE DATE: May 30, 2012

ASSESSED VALUE: \$22,914 See Taxes and Assessments section for details

TAXES: \$366.73 See Taxes and Assessments section for details.

ZONING CLASSIFICATION: R-6, Neighborhood Commercial & Residential District, (Cumulative) High Density per Escambia County Code of Ordinances - See zoning section for more detail

LAND AREA: 1.69 +/- acres, Per Survey dated 12-16-11

HIGHEST AND BEST USE: As Vacant - Commercial

EXPOSURE TIME: 18 to 24 months

MARKETING TIME: 18 to 24 months

VALUE INDICATION:

Direct Sales Comparison Approach ("As Is") \$75,000



IDENTIFICATION AND TYPE OF APPRAISAL FORMAT

This is a Summary level appraisal report, as defined by the 2010 edition of the Uniform Standards of Professional Appraisal Practice, which contains discussion and analysis of relevant conclusions, data and analysis in a narrative format that is intended to comply with the reporting requirements set forth by the Uniform Standards of Professional Appraisal Practice.

APPRAISAL PREPARED FOR & INTENDED USER

Board of County Commissioners
Escambia County, FL
c/o Larry Godwin or Judy Cantrell
Public Works Department
3363 West Park Place
Pensacola, FL 32505

TYPE OF VALUE

This appraisal is being prepared to provide an opinion of the fee simple interest value of the subject property as of a specific date cited herein.

INTENDED USE OF APPRAISAL

It is understood that this appraisal shall be utilized to assist the client with internal decision making regarding the subject property.

DATE OF REPORT

June 4, 2012

DATE OF VALUE OPINION

May 30, 2012

PROPERTY RIGHTS TO BE APPRAISED

The property rights appraised include all present and future benefits and rights of the property associated with the *fee simple* ownership position, free and clear of other leases, mortgage indebtedness, other liens or special assessments against the property. The Appraisal Institute defines Fee Simple ownership rights as "absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat".



SCOPE OF WORK

Scope of Work is defined in the preamble to Standard 1 as follows: The type and extent of research and analysis in an assignment.

“In developing a real property appraisal, an appraiser must identify the problem to be solved, determine the scope of work necessary to solve the problem and correctly complete research and analyses necessary to produce a credible appraisal.”

Identification of the problem:

As stated previously, we have been engaged by Board of County Commissioners, Escambia County, FL, specifically Larry Godwin or Judy Cantrell, Public Works Department, 3363 West Park Place Pensacola, FL 32505, to develop the “As-Is” market value of the fee simple interest of an approximate 1.69 +/- acre portion of Section 9, Township 2 South, Range 30 West, Escambia County, Florida, with a street address of 3517 N. Market Street, Pensacola, Florida 32505.

Determine the scope of work necessary to solve the problem and correctly complete research and analyses necessary to produce a credible appraisal:

The subject site and improvements were observed, photographed and analyzed. Measurements of the subject were taken at the time of viewing the property, and checked with the Escambia County Property Appraiser’s Website and furnished survey.

Neighborhood influences were analyzed and considered. Market forces were analyzed including the supply and anticipated supply of comparable properties, sales and listings of comparable properties. Recent sales of comparable large residences were analyzed and verified. Other activities undertaken included examination of commercial and residential real estate values, site development costs, and zoning and land use regulations.

Local and national data sources were reviewed for timely factors, rates, costs and values as they pertained to the subject property as of the date of valuation.

Primary data concerning region, neighborhood and the property was obtained through discussions with city and county government officials, taxing authority, zoning authority, the Escambia County Property Appraiser’s Office and market participants.

Specific market data utilized in this valuation analysis was collected from inner-office files and from the public records of various counties within the Florida panhandle (as compiled by Metro Market Trends, Inc., a real estate database company). A party to each sale was contacted whenever possible to verify and confirm the transaction data contained in the public records.

The nature of the market data collected has been determined based upon a thorough analysis of the subject property and resulting highest and best use analyses. Within the confines of this analysis, I have made an examination of all available and pertinent market data that could be located within a minimum time frame of at least six months before the effective date of the appraisal. However, this search has been extended substantially in many areas in order to obtain a sufficient quantity of market data.



The extent of reporting the data has been governed by the Uniform Standards of Professional Appraisal Practice. Also, the selection of the data reported is limited to that information which is considered to be relevant to the assignment and to the purpose of the appraisal, under the terms of the highest and best use conclusions rendered herein.

The following information has been relied upon and/or considered the following specific information in the performance of this valuation analysis:

- Aerial and section maps prepared by the Escambia County Property Appraiser's Office and available on their website.
- Zoning of the subject and comparable sales data compiled from Escambia County
- Personal observation of the subject property

After considering the analyses of the data using the applicable approaches to value, a final opinion of the market value of the fee simple interest will be provided. This report constitutes a complete summary appraisal analysis.

The following is a Summary Appraisal Report utilizing the Direct Sales Comparison solely. Given the subject property is vacant land, the Income and Cost Approaches have not been utilized.

The Direct Sales Comparison Approach will utilize the sales of comparable properties within the subject's market. Adjustments for differences in financing, size, shape, and other pertinent conditions of sale will be considered. After appropriate adjustment, a value indication for the subject will be derived. This Sales Comparison approach will then be relied upon, solely, in order to estimate the fee simple market value opinion of the subject property as of the effective date of the appraisal.



DEFINITION OF MARKET VALUE

“the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- (1) Buyer and seller are typically motivated;
- (2) Both parties are well informed or well advised, and acting in what they consider their own best interests;
- (3) A reasonable time is allowed for exposure in the open market;
- (4) Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- (5) The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the Sale.”

* Federal Deposit Insurance Corporation (FDIC) definition of market value based on: OCC: 12 CFR 34, subpart D; FRB: 12 CFR Part 208, subpart C; FDIC: 12 CFR Part 365; and OTS: 12 CFR Parts 545 and 563.



EXPOSURE TIME

Exposure time may be defined as follows: The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based upon an analysis of past events assuming a competitive and open market. Exposure time is different for various types of real estate and under various market conditions.

It is noted that the overall concept of reasonable exposure encompasses not only adequate, sufficient and reasonable time but also adequate, sufficient and reasonable effort. This statement focuses on the time component. The fact that exposure time is always presumed to occur prior to the effective date of the appraisal is substantiated by related facts in the appraisal process: supply/demand conditions as of the effective date of the appraisal; the use of current cost information; the analysis of historical sales information (sold after exposure and after completion of negotiations between seller and buyer); and the analysis of future income expectancy estimated from the effective date of the appraisal.¹ The exposure time for this property is estimated to be eighteen (18) to twenty-four (24) months.

MARKETING PERIOD

Reasonable marketing time is an opinion of the amount of time it might take to sell a property interest in real estate at the estimated market value level during the period immediately after the effective date of the appraisal.² The reasonable marketing time is a function of price, time, use and anticipated market conditions such as changes in the cost and availability of funds; not an isolated estimate of time alone. Marketing time, which occurs after the effective date of the market value estimate, differs from exposure time, which is always presumed to precede the effective date of an appraisal.

In developing the estimated marketing period, the marketing time of the comparable sales were considered as well as current listings of similar properties. In addition, brokers familiar with the subject area were contacted and the marketing period is supported by findings from these interviews. The Marketing time for this property is estimated to be eighteen (18) to twenty-four (24) months.

¹ Standards of Professional Practice, Part A (USPAP), Appraisal Institute, Standard Rule 1-2, b. iii, Comment, January 1, 2010

² Standards of Professional Practice, Part A (USPAP), Appraisal Institute, Standard Rule 2-2, Advisory Opinion 102, January 1, 2010, page F47.



PROPERTY IDENTIFICATION

An approximate 1.69 +/- acre portion of Section 9, Township 2 South, Range 309 West, with a street address of 3517 N. Market Street Pensacola, FL, Escambia County. Zoning is R-6.

LEGAL DESCRIPTION

LEGAL DESCRIPTION:

Begin 90 feet West and 414.10 feet South of the northeast corner of Government Lot 6, Section 9, Township 2 South, Range 30 West, Escambia County, Florida, said point begin on the westerly right of way line of Market Street (R/W varies); thence South 15 degrees 40'41" East along said westerly right of way line for a distance of 200.00 feet; thence South 73 degrees 56'10" West for a distance of 424.69 feet to the easterly right of way line of Railroad (100' R/W), said point being on a circular curve concave to the northwest, having a radius of 11209.94 feet and delta angle of 01 degrees 10'48"; thence Northeasterly along said easterly right of way for an arc distance of 230.58 feet (chord distance of 230.58 feet, and chord bearing of North 13 degrees 46'48" East); thence North 73 degrees 56'10" East for a distance of 311.30 feet to the point of beginning.

All lying and being in Section 9, Township 2 South, Range 30 West, Escambia County, Florida. Containing 1.69 acres, more or less.

OWNERSHIP OF RECORD/SALES HISTORY

According to the tax rolls of Escambia County, title to the subject is held by Patches I Inc., 5017 Perkins Street, Pensacola, FL 32526. No portion of Parcel#09-2S-30-0060-000-014 has sold within the past three years. This property was not found to be publically listed for sale.

ASSESSMENT AND TAXES

The Escambia County Tax Assessors office identifies the property by account # 05-2235-000. The subject's current assessed value is \$22,914. The current combined taxes and Non-Ad Valorem Assessments applicable to the subject property are \$366.73. The current millage rate is 15.5215. *This information is reflective of the entire Parcel #09-2S-30-0060-000-014 or 2.68 acres. The subject portion represents 1.69 +/- acres or 63% of the tax assessment and burden outlined above.



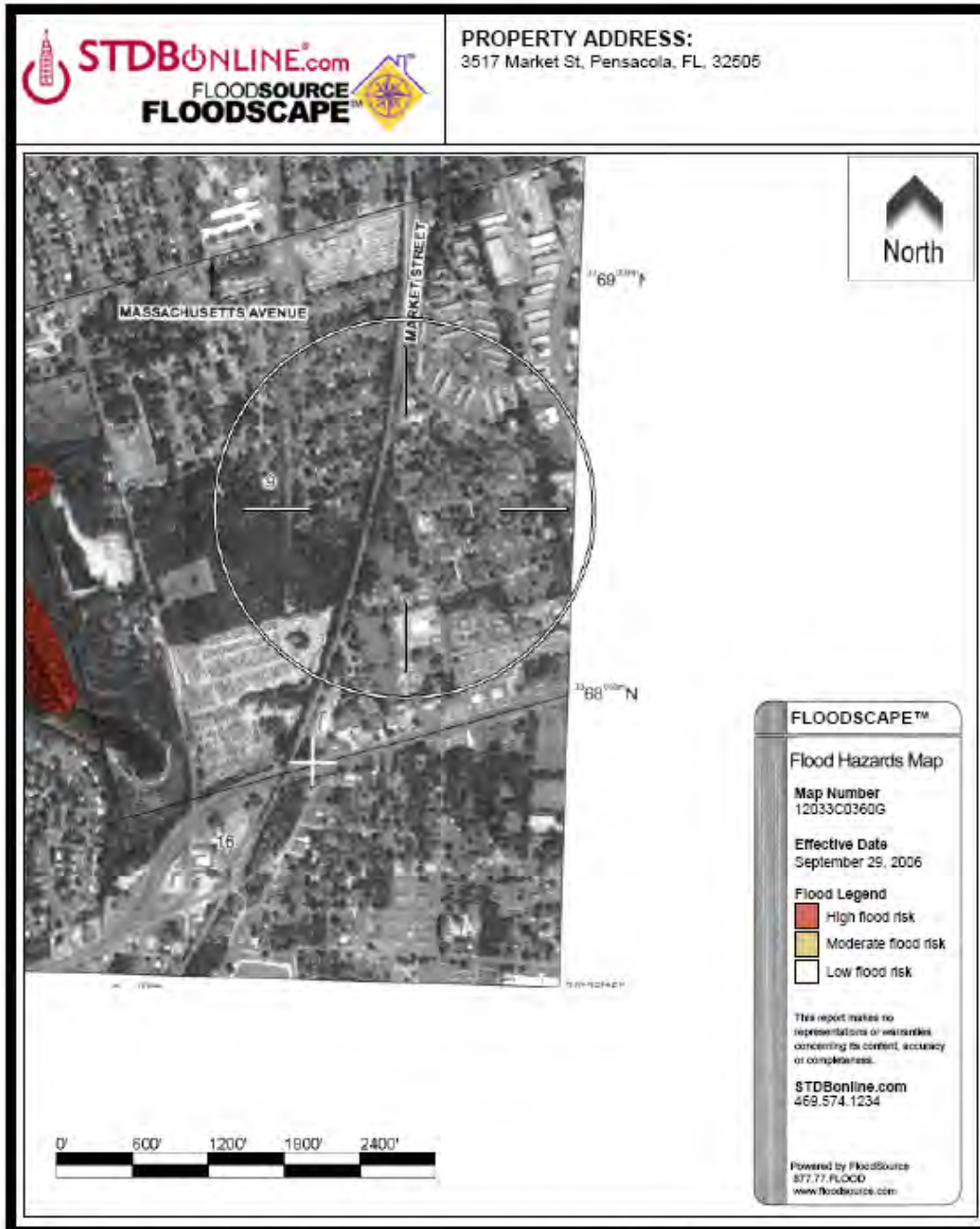
Account Number	Tax Type	Tax Year			
05-2235-000	REAL ESTATE	2011			
Mailing Address PATCHES I INC 5017 PERKINS ST PENSACOLA FL 32526		Property Address 3517 N MARKET ST GEO Number 092S30-0600-000-014			
Exempt Amount	Taxable Value				
See Below	See Below				
Exemption Detail	Millage Code	Escrow Code			
NO EXEMPTIONS	06				
Legal Description (click for full description) 092S30-0600-000-014 3517 N MARKET ST BEG 30 FT W AND 247 FT S OF NE COR OF LT 6 W 222 FT TO E LI OF R/R FOR POB E OVER LI LAST TRAVERSED 222 FT S 3 67 10/100 FT W 420 FT TO E LI OF R/R NELY ALG E LI OF RR FOR POB OR 5501 P 1989					
Ad Valorem Taxes					
Taxing Authority	Rate	Assessed Value	Exemption Amount	Taxable Value	Taxes Levied
COUNTY	6.9755	22,914	0	\$22,914	\$159.84
PUBLIC SCHOOLS					
By Local Board	2.2480	22,914	0	\$22,914	\$51.51
By State Law	5.5730	22,914	0	\$22,914	\$127.70
SHERIFF	0.6850	22,914	0	\$22,914	\$15.70
WATER MANAGEMENT	0.0400	22,914	0	\$22,914	\$0.92
Total Millage		15.5215	Total Taxes		\$355.67
Non-Ad Valorem Assessments					
Code	Levying Authority				Amount
NFP	FIRE (CALL 595-4960)				\$11.06
Total Assessments					\$11.06
Taxes & Assessments					\$366.73
If Paid By				Amount Due	
				\$0.00	
Date Paid	Transaction	Receipt	Item	Amount Paid	
3/28/2012	PAYMENT	68817.0053	2011	\$366.73	
Prior Years Payment History					
Prior Year Taxes Due					
NO DELINQUENT TAXES					

FLOOD ZONE

All of the subject property is situated in an area that is designated low flood risk per Map #12033C0360G, dated September 29, 2006.

An illustration has been provided for your review:

FLOOD MAP



ZONING

The subject is zoned R-6, Neighborhood Commercial & Residential District, (Cumulative) High Density per Escambia County Code of Ordinances. The zoning classification details follow, as taken from the Code of Ordinances of Escambia County.

6.05.13. R-6 neighborhood commercial and residential district, (cumulative) high density.

A. Intent and purpose of district. This district is intended to provide for a mixed use area of residential, office and professional, and certain types of neighborhood convenience shopping, retail sales and services which permit a reasonable use of property while preventing the development of blight or slum conditions. This district shall be established in areas where the intermixing of such uses has been the custom, where the future uses are uncertain and some redevelopment is probable. The maximum density is 25 dwelling units per acre, except in the low density residential (LDR) future land use category where the maximum density is 18 dwelling units per acre. Refer to article 11 for uses, heights and densities allowed in R-6, neighborhood commercial and residential areas located in the Airport/Airfield Environs. Refer to the overlay districts within section 6.07.00 for additional regulations imposed on individual parcels with R-6 zoning located in the Scenic Highway Overlay District, C-4(OL) Brownsville-Mobile Highway and "T" Street Commercial Overlay District, or RA-1(OL) Barrancas Redevelopment Area Overlay District.

All neighborhood commercial (R-6) development, redevelopment, or expansion must be consistent with the locational criteria in the Comprehensive Plan (Policies 7.A.4.13 and 8.A.1.13) and in article 7.

B. Permitted uses.

1. Any use permitted in the R-5 district.
2. Retail sales and services (gross floor area of building not to exceed 6,000 square feet). No permanent outside storage allowed.
 - a. Food and drugstore, including convenience stores without gasoline sales.
 - b. Personal service shop.
 - c. Clothing and dry goods store.
 - d. Hardware, home furnishings and appliances.
 - e. Specialty shops.
 - f. Banks and financial institutions.
 - g. Bakeries, whose products are made and sold at retail on the premises.
 - h. Florists shops provided that products are displayed and sold wholly within an enclosed building.
 - i. Health clubs, spa and exercise centers.
 - j. Studio for the arts.
 - k. Martial arts studios.
 - l. Bicycle sales and mechanical services.
 - m. Other retail/service uses of similar type and character of those listed herein above.
3. Laundromats and dry cleaners (gross floor area not to exceed 4,000 square feet).
4. Restaurants.



5. Automobile service stations (no outside storage, minor repair only).
6. Appliance repair shops (no outside storage or work permitted).
7. Places of worship and educational facilities/institutions.
8. Fortune tellers, palm readers, psychics, etc.
9. Other uses which are similar or compatible to the uses permitted herein that would promote the intent and purposes of this district. Determination on other permitted uses shall be made by the planning board (LPA).
10. Mobile home subdivision or park.

C. *Conditional uses.*

1. Any conditional use allowed in the R-5 district.
2. Drive-through restaurants (fast food or drive-in, by whatever name known).
3. Any building exceeding 120 feet height.
4. Neighborhood commercial uses that do not exceed 35,000 square feet of floor area.
5. Automobile service operations, including indoor repair and restoration (not including painting), and sale of gasoline (and related service station products), gross floor area not to exceed 6,000 square feet. Outside repair and/or storage and automotive painting is prohibited.
6. Mini-warehouses meeting the following standards:
 - a. One acre or less in size (building and accessory paved area);
 - b. Three-foot hedge along any right-of-way line;
 - c. Dead storage use only (outside storage of operable vehicles including cars, light trucks, RVs, boats, and similar items).
 - d. No truck, utility trailer, and RV rental service or facility allowed, see C-2.
7. Radio broadcasting and telecasting stations, studios, and offices with satellite dishes and antennas. On-site towers are prohibited. (See section 6.08.02.L.)
8. Temporary structures. (See section 6.04.16)

D. *Off-street parking regulations.* See section 7.02.00.

E. *Site and building requirements.* Lot coverage, lot width, yard requirements and building height limitations (unless modified pursuant to subpart C above) are the same as the R-5 district.

F. *Landscaping.* See section 7.01.00.

G. *Signs.* See article 8.

H. *Locational criteria.* See article 7 and Comprehensive Plan Policies 7.A.4.13 and 8.A.1.13.



ZONING MAP



*Subject outlined in green

***The image provided above is not an engineered drawing, but it is thought to be visually representative of the subject property based on the survey provided the client, the Board of County Commissioner of Escambia County, Florida. See Addenda.**



REGIONAL DATA

The purpose of this section is to present a description of the surrounding regional attributes and specifically describe Escambia County and Santa Rosa County, statistically referred to as the Pensacola MSA (Metropolitan Statistical Area). Escambia County is home to the majority of economic and government activity within the Pensacola MSA, and is therefore more heavily considered and presented within this profile.



Northwest Florida Metropolitan Statistical Areas (MSAs)

● Pensacola MSA ● Ft. Walton Beach MSA ● Panama City MSA ● Tallahassee MSA

A profile has been created through research of census data and use of the Haas Center for Research and Economic Development. Information has been gathered from the Escambia County Chamber of Commerce, Santa Rosa County Chamber of Commerce and other sources, including Planning and Development Departments for both counties.

The regions central location is approximately 200 miles east of New Orleans, Louisiana, 250 miles south of Birmingham, Alabama, 370 Miles southwest of Atlanta, Georgia and 375 miles west of Jacksonville, Florida. The Pensacola MSA is bisected by Interstate 10, which allows easy access across the southeast. Interstate 110 also connects I-10 directly to downtown Pensacola. Air transportation is available at Pensacola Regional Airport, where seven major carriers provide service to nine domestic destinations. Four general



aviation airports also serve the region. Water transportation is available at the adjacent Port of Pensacola which is also part of a foreign trade zone located within an Enterprise Zone. Local rail transportation is available from CSX, Alabama Gulf Coast Railway, Amtrak and the Burlington Northern Santa Fe Railroad.

The two counties of Escambia and Santa Rosa (Escambia's abutting county to the east), include 1,685 square miles of land area. There is approximately 212 square miles of water area in the depicted region not including the Gulf of Mexico. There are over 30 miles of coastline located on the two counties. Gulf Island National Seashore is stretched sporadically across the entirety of Escambia and Santa Rosa Shorelines. Black Water River Park, located in the northern region of Santa Rosa County, is home to 590 acres of land and water. This area also houses military bases including Pensacola Naval Air Station, NAS Whiting Field and Corry Station.

In 2005, Florida's Great Northwest, Inc. identified the need and developed the vision for a strategic economic development plan to serve as a long-term guide for sustainable economic development in Northwest Florida.

Mission Statement of Florida's Great Northwest: Florida's Great Northwest's mission is to grow a vibrant and sustainable economy for all 16 counties in Northwest Florida that creates nationally and globally competitive advantages for the development of key industry clusters, increases the income and prosperity of workers and families, ensures healthy communities and a vibrant quality of life, and preserves the natural beauty and resources of the region.

Discussions surrounding a sustainable and diversified economy have increased amid the challenges of the recession. However, Florida's Great Northwest's strategic planning efforts during the last few years have created a clear focus on key target industries in sectors that are displaying steady growth. New industries within the Pensacola MSA include: AppRiver, LLC, Navy Federal Credit Union, GE Energy (wind turbines), Avalex Technologies, and ActiGraph, LLC.

Tourism in the Pensacola Bay area brings in approximately \$552,000,000 annually.

GEOGRAPHY

Escambia County has a total of 876 square miles and encompasses a land mass of approximately 662 square miles. The terrain is semi-flat with an extreme elevation of 120 feet above sea level. The border to the east of Escambia County is the Escambia River and Escambia Bay, the northern border is the Florida/Alabama state line, the western border is the Florida/Alabama border delineated by the Perdido River and Perdido Bay, and the southern border is the shore of the Gulf of Mexico. The area includes navigable access to the Gulf of Mexico and the Port of Pensacola is an international deep port for large commercial ships and military sea vessels, part of a foreign trade zone, and are located within an Enterprise Zone. Pensacola is home to



more than 400 underwater shipwrecks, including the 888 foot battleship that has become the world's largest manmade reef. Escambia County is known as the "Western Gate to the Sunshine State". The area is also known as part of the "Emerald Coast" and the "Sun Belt". There are on average 343 days of sunshine per year, with an average temperature of 77 degrees.

DEMOGRAPHICS

Escambia County's population increased slightly during the last ten years, but the county experienced a population shift into the area between Barrineau Park and 9 Mile roads, according to data released by the U.S. Census Bureau. Escambia County saw a very slight 1 percent increase during the decade as the population increased from 294,410 in 2000 to 297,619 in 2010.

The county is divided into four "Census County Division" areas. Population figures from those divisions showed a very definite growth trend in the "Cantonment CCD" – an area roughly bordered by Barrineau Park and Quintette roads to the north and 9 Mile Road to the south. The area showed a 15.8 percent population increase to 50,638 persons.

The three other Census County Divisions all showed 1.4 to 3.0 percent population decreases.

Century's population decreased slightly, from 1,714 in 2000 to 1,698 in 2010. The City of Pensacola saw a more substantial population decrease – almost 8.5 percent – from 56,255 in 2000 to 51,923 in 2010.

Neighboring Santa Rosa County grew from 117,743 to 151,372 during the decade, an increase of almost 29 percent. Santa Rosa was among the fastest growing counties in Florida. The Town of Jay's population decreased, from 579 to 533.

EDUCATION

There are a total of 107 public schools in the Pensacola MSA. There are 51 elementary schools, 17 middle schools, 13 high schools, and 26 alternative schools. The Escambia County School District is one of the 100 largest in the nation, providing programs ranging from accelerated learning for gifted students to dropout prevention for troubled students. The area has access to many Colleges and Vocational Schools including Troy State University, University of West Florida, Pensacola Christian College, Pensacola State College, and George Stone Vocational Training Center.

More than 11,000 students are enrolled at the University of West Florida. The University of West Florida is a Doctoral/Research University, which specializes in engineering and the humanities. UWF is a space-grant institution that was established in 1963. The University of West Florida sits on the third largest campus in the State



University System, 1,600 acres (6.5 km²), and its campus is a natural preserve that is bordered by two rivers and Escambia Bay. The University of West Florida is known for its small class sizes and its intimate, private school like educational atmosphere, which distinguishes it from the larger universities in the State University System.

In 2010 UWF opened a new multimillion dollar facility, home of the new School of Science and Engineering including the Computer Science, Computer Information Systems, Electrical Engineering, Computer Engineering, Mathematics and Statistics, Physics, and Software Engineering programs.

The building includes prototype robot fabrication and testing laboratories, 3-D virtual reality simulators, a state-of-the-art holo deck and a glass wall atrium that helps put science into public view. This construction is based on Project Kaleidoscope, a national initiative funded project by the National Science Foundation and the Keck Foundation. This collegiate facility is one of the first of its kind.

Pensacola State College (since 2010), previously Pensacola Junior College, offers more than 100 majors and areas of concentration. The college offers associates and bachelors degrees as well as vocational certifications and an adult high school. Local sports fans have watched several area teams take national collegiate championships. Several private colleges also produce graduates for Northwest Florida.

MILITARY

Naval Air Station Pensacola or NAS Pensacola, also nicknamed, "The Cradle of Naval Aviation", is a United States Navy base located within the Pensacola city limits. It is best known as the primary training base for all Navy, Marine and Coast Guard aviators and Naval Flight Officers, the advanced training base for most Naval Flight Officers, and as the home base for the United States Navy Flight Demonstration Squadron, the precision-flying team known as the Blue Angels. It is currently a Superfund site.

The air station also hosts the Naval Air and Operational Medical Institute (NAOMI), which provides training for all naval flight surgeons, aviation physiologists, and aviation experimental psychologists. With the closure of Naval Air Station Memphis in Millington, Tennessee and the transition of that facility to Naval Support Activity Mid-South, NAS Pensacola also became home to the Naval Air Technical Training Center (NATTC), providing technical training schools for nearly all enlisted aircraft maintenance and enlisted aircrew specialties in the U.S. Navy, U.S. Marine Corps and U.S. Coast Guard.

NAS Pensacola contains Forrest Sherman Field, home of Training Air Wing SIX, providing undergraduate flight training for all prospective Naval Flight Officers for the U.S. Navy and U.S. Marine Corps, prospective U.S. Air Force Navigator/Combat Systems Officers for the F-15E Strike Eagle and B-1B Lancer bomber, and flight



officers/navigators for other NATO/Allied/Coalition partners. TRAWING SIX consists of the Training Squadron 4 (VT-4) Warbucks, Training Squadron 10 (VT-10) Wildcats and Training Squadron 86 (VT-86) Sabrehawks, flying the T-45C Goshawk, T-6A Texan II, T-39 Sabreliner and U.S. Air Force T-1A Jayhawk aircraft.

Other tenant activities include the United States Navy Flight Demonstration Squadron, the Blue Angels, flying F/A-18 Hornets and a single USMC KC-130F Hercules; the 2nd German Air Force Training Squadron USA (German: 2. Deutsche Luftwaffenausbildungsstaffel USA - abbreviated "2. DtLwAusbStff"), and the NAS Pensacola Search and Rescue Detachment (flying SH-60 Seahawk helicopters). A total of 131 aircraft operate out of Sherman Field, generating 110,000 flight operations each year.

The National Museum of Naval Aviation, the Pensacola Naval Air Station Historic District, and the National Park Service-administered Fort Barrancas and its associated Advance Redoubt are all located at NAS Pensacola, as well as Barrancas National Cemetery.

HOUSING

Metro Market Trends reported the single family resales in the Pensacola area were up by nearly 5% in 2011 as compared to 2010. The total dollar amount of single family resales was up by 3%. There were 759 condo resales in 2011 as compared to 601 the year before. This was up by 26%. There was also a 26% increase in the total dollar amount of condo resales. The average sales price of a new single family home in the Pensacola area market was just under \$217,000 in 2011 which is up from an average sales price of \$189,000 in 2010. There were just under 2,100 pre-foreclosure filings (Lis Pendens) in 2011 which was a 40% decline. Foreclosures in the Pensacola area were also down by 40%.

DEVELOPMENT LAND

According to the PWC (formerly Korpacz) Real Estate Investor Survey for quarter 4 2010, "Due to a lack of sufficient data, specific key indicators are excluded for this market this quarter." This survey also reports, with respect to Development Land, "it will not get any cheaper than it is now, but prepare to wait a long time for the right development opportunity. This lack of certainty from one of the most relied upon investor surveys implies a higher level of risk for investors purchasing vacant land. As a basic principal of economics, this higher level of risk has a downward effect on property values.

GOVERNMENT

Escambia County

Escambia County is governed by a board of county commissioners and is divided into five districts. One county commissioner is elected from each district to serve a four-year



term. Commissioners are chosen in partisan elections by voters from the districts in which they live. The board appoints a county administrator to be chief administrative officer of the county, responsible to the commission for the orderly operations of matters within the board's jurisdiction.

The Office of Public Information and Communications is the information hub for the Escambia County Board of County Commissioners, county administration and its bureaus. Their mission is to enhance the relationship between Escambia County government, its citizens and the media through public relations, media relations and customer service.

Escambia County is comprised of the following six bureaus: Corrections, Development Services, Management and Budget Services, Neighborhood and Community Services, Public Safety, and Public Works.

The Corrections Bureau is comprised of three divisions: Community Corrections, Environmental Enforcement and Animal Control, and the Road Prison.

The Development Services bureau consists of a group of professional and certified planners who, along with support staff, help administer the Escambia County Comprehensive Plan and Land Development Code. This Bureau is comprised of the following divisions: Building Inspection Division, Environmental Services, Geographic Information Systems, Planning and Development, and Projects and Contracts. These departments are helpful in deciphering and enforcing land use regulations and building codes.

The Management & Budget Services Bureau is responsible for the primary internal and administrative functions of Escambia County government.

Neighborhood and Community Services is the largest of the county's bureaus, and it provides a diverse array of vital programs to the community. These programs include Community Affairs, Escambia Extension, Neighborhood Redevelopment, and Solid Waste Management.

The mission of the Public Safety Bureau is to mitigate emergency situations and teach residents how is to prepare their families, homes and businesses for disaster.

The Public Works Bureau is charged with the conservation and preservation of Escambia County's infrastructure, including Parks/Marine Maintenance, DCAT, Engineering, Fleet Maintenance, Facilities Management, Roads Division, and Mosquito Control staff.



The United States District Court for the Northern District of Florida is located in Pensacola.

Santa Rosa County

A board of commissioners governs Santa Rosa County. The commissioners are elected by specified districts. The commission in turn appoints a county manager who oversees the day to day operations of the respective governments.

The county operates separate planning and zoning department and building inspection department. These departments are helpful in deciphering and enforcing land use regulations and building codes.

Santa Rosa County Sheriff department and fire department offer adequate protection for the area. The fire department is staffed with volunteers and paid employees by municipality within the county.

The Gulf Power Company, a subsidiary of Southern Company, serves Northwest Florida with three modern electricity generating stations. The Bell South Telephone Company provides telephone service for Pensacola. The Escambia County Utilities Authority (ECUA) supplies water to most residents of the county and provides solid waste, recycling, and yard trash collection to residential properties within the unincorporated area of the county. Natural Gas services are available through Energy Services of Pensacola.

The Department of Transportation cares for all interstates and highways throughout the area. The City of Pensacola operates the Port of Pensacola which can accommodate ocean going vessels with drifts up to 33 feet. The Pensacola Regional Airport is a commercial airport served by American Airlines, ComAir, Continental Airlines, Delta Airlines, Northwest Airlin, and US Airways. Southwest Airlines are currently in negotiations regarding their possible future expansion to The Pensacola Regional Airport.

The state of Florida has no personal income tax. There is no sales tax on food, medicine, packaging, boiler fuels, and inventories. The majority of Florida tax revenue comes from sales tax on retail sales, rentals, and transient living accommodations. Additionally, there is a corporate state income tax of 5.5%.

SUMMARY

Pensacola remains to be the largest metropolitan area in the Northwest Florida with a strong dependence on a military presence. Escambia County, along with the surrounding region, is in an expanding stage of economic development. The commissioners in the Pensacola area have shown strong will and determination to bring



corporations and jobs to the area through the “Florida’s Great Northwest” Plan. This region is expected to continue to grow for the foreseeable future.

Interesting information about the area:

- Two Pensacola area beaches made it in the America’s top ten beaches – Perdido Key at No. 3 and Eastern Perdido Key at No. 7, according to Dr. Stephen Leatherman of the University of Maryland’s Laboratory for Coastal Research
- Pensacola ranked as 4th best place out of 151 cities in the nation for retirees according to the book “Retirement Places Rated” written by David Savageau, published by Prentice-Hall Press
- TripAdvisor and Southern Living call the Pensacola Bay Area one of the nation’s “top family-friendly destinations”
- Pensacola is proud to call itself home to the Blue Angels, officially known as the U.S. Navy Flight Demonstration Squadron.
- Pensacola is nicknamed “The City of Five Flags” due to the five governments that have flown flags over it during its history: the flags of Spain, France, Great Britain, the Confederate States of America and the United States.
- University of West Florida named “Best Southeastern College by the *Princeton Review*
- Pensacola MSA ranked 76th, surpassing cities such as Miami, Jacksonville and Orlando in Forbes magazine’s May 23 issue listing 150 large metro areas as “Best Places for Business.”

Works Cited

Escambia County Chamber of Commerce

HAAS Center for Business Research and Economic Development at UWF

www.eflorida.com

www.STDBonline.com

www.Floridasgreatnorthwest.com

www.uscensus.gov

<http://www.co.escambia.fl.us>

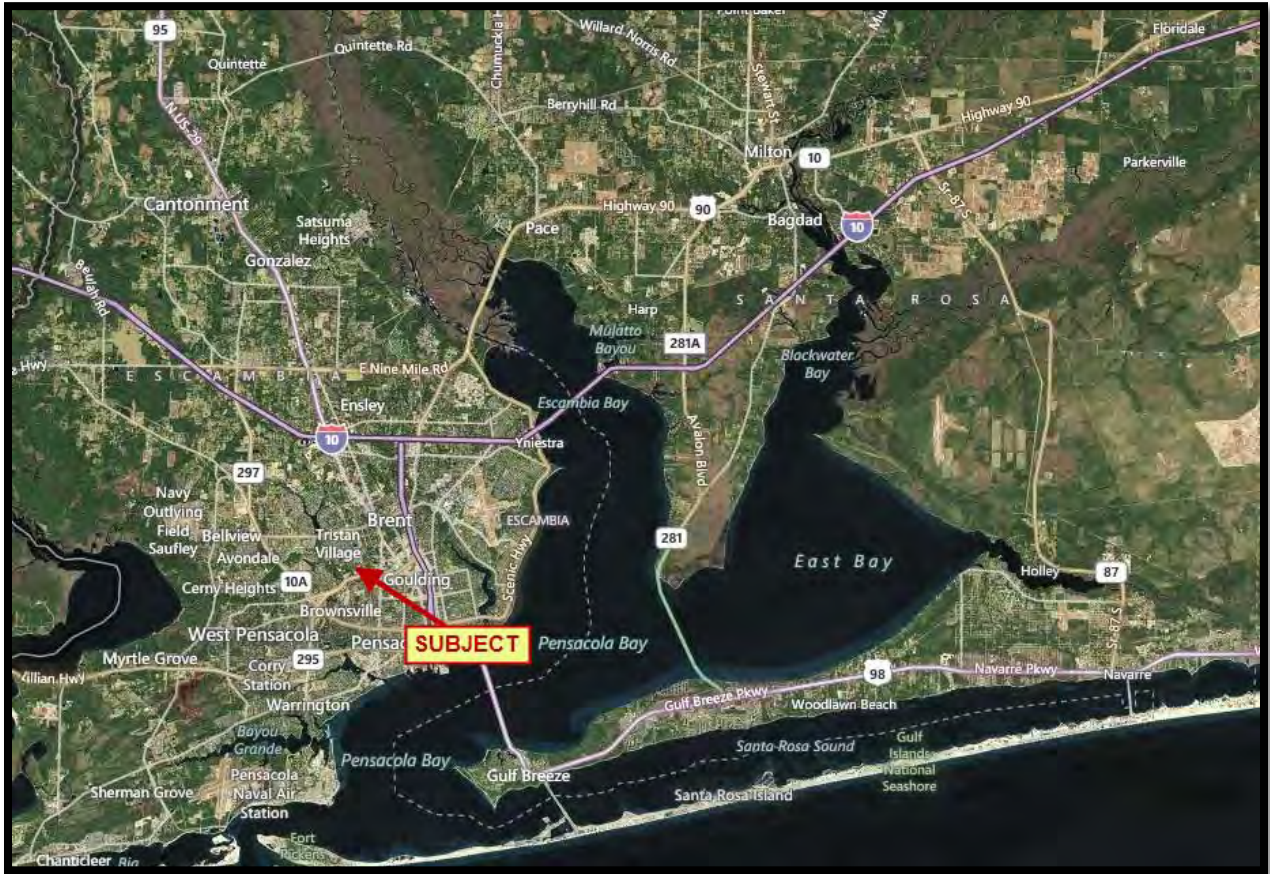
www.freddiemac.com

www.newsweek.com

www.city-data.com



REGIONAL LOCATION MAP



NEIGHBORHOOD DATA

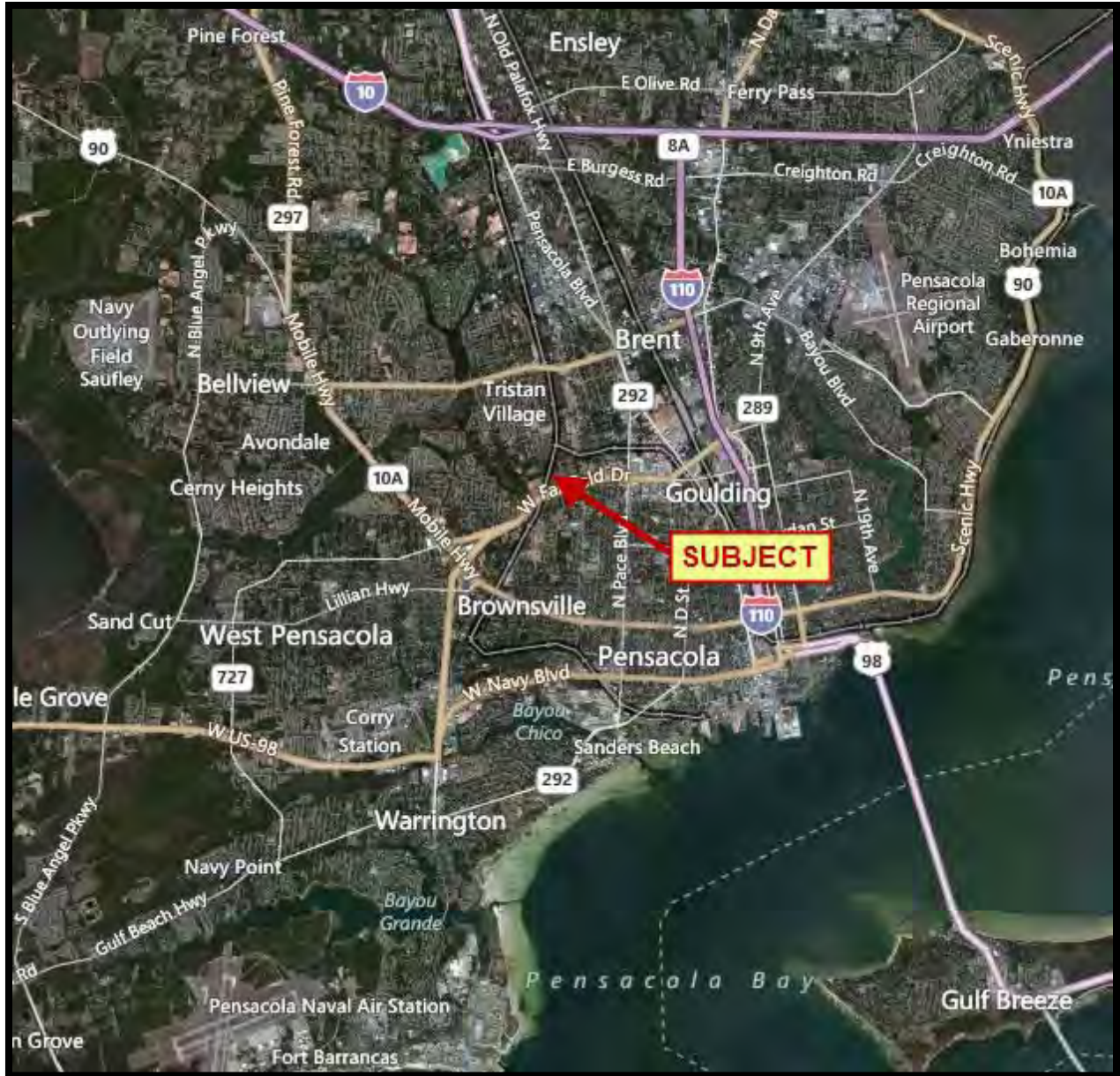
The Market Area Analysis is the study of general influences on all property values and particularly the subject property. This analysis is made to determine how the operation of social, economic, government and environmental forces influence the property values in proximity to the subject. The definition of market area, formerly referred to as neighborhood, is "a grouping of complementary land uses affected by similar operation of four forces that affect property value."

The subject property is located along the west side of N. Market Street. Hollywood Street is located to the west, West Fairfield Drive is positioned to the south, N. Pace Boulevard is situated to the east, and Massachusetts Avenue can be found to the north. Market Street is a two lane, two way road with modest speeds of 25 mph +/- . The neighborhood is currently experiencing a declining commercial real estate market and lease market; however, this landscape is typical nationwide. Historical trends suggest the economic climate will eventually improve; however, the timetable and extent of the stabilization is not easily surmised.

This neighborhood is located to the northwest of Pensacola's Central Business District and is characterized by a mixture of neighborhood commercial uses located along the major thoroughfares and residential uses can generally be seen along interior sites. The majority of commercial uses are retail or service oriented with some light industrial. Major neighborhood amenities, such as shopping and educational facilities, are situated nearby. County services are adequate and tax rates appear to be in proportion with other commercial properties in this area.

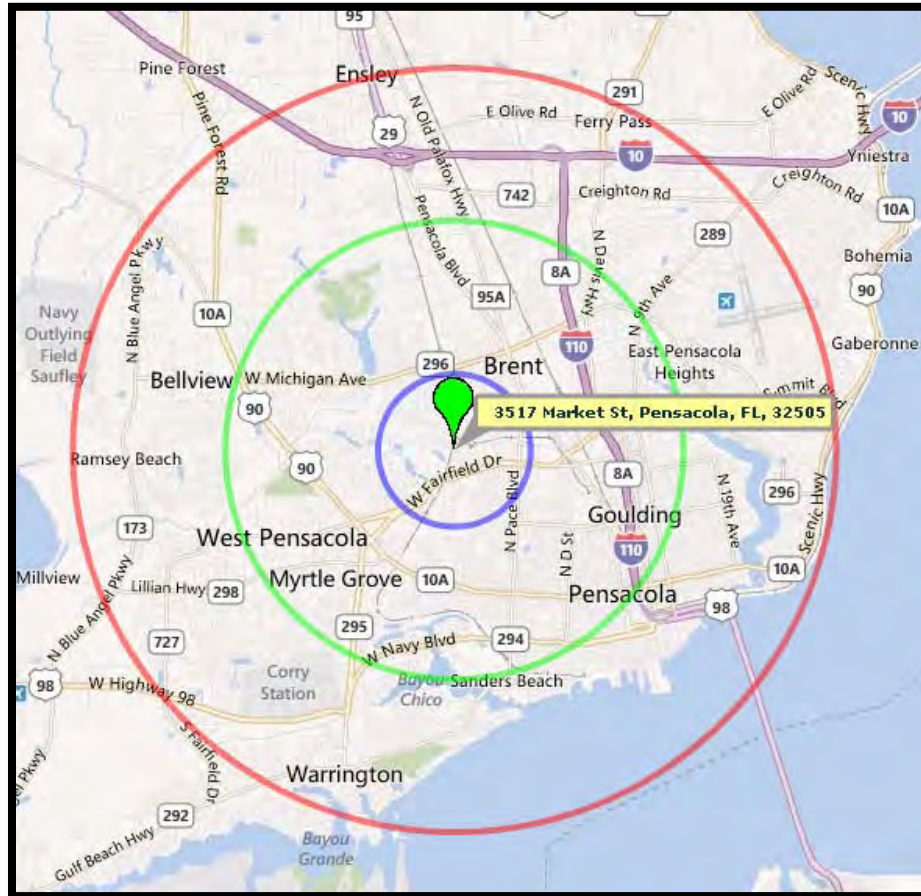


NEIGHBORHOOD LOCATION MAP



SITE TO DO BUSINESS ONLINE DEMOGRAPHIC DATA

In the following pages we have included neighborhood information on the subject property taken from an online database at www.STDBOnline.com. This website is dedicated to gathering reports based on radii searches and provided a wide variety of demographic information for the subject property's surrounding area. In the subject property's case a five (5) mile radius is sufficient. A two page report has been included on the following pages. The information has been briefly summarized in the paragraph following the below map.




The 2010 population in this selected geography is estimated to be 160,939. The 2000 census revealed a population of 156,743 representing a .26% annual rate of change. It is estimated that the population in this area will be 161,488 in 2015 representing a change of .07% annually from 2010 to 2015. Currently, the median household income in this selected geography is \$38,696, compared to the US median which is estimated to be \$54,442. The Census revealed a median household income of \$30,632 in 2000. It is estimated that the median household income in this area will be \$45,886 in five years. It was also noted that the Median home value in this area is \$95,856, compared to the median home value of \$157,913 for the US. The five year compounded annual growth rate for median home values is projected to be 3.08%, resulting in an estimated 2015 median home value of \$111,578.



STDB INFORMATION

		1 mile radius	3 miles radius	5 miles radius
				
3517 Market St. Pensacola, F...				
Ring: 1, 3, 5 Miles				
		Latitude: 30.44767 Longitude: -87.25407		
2010 Population				
Total Population	8,670	73,001	160,939	
Male Population	46.0%	47.4%	46.0%	
Female Population	54.0%	52.6%	52.0%	
Median Age	20.5	34.7	36.4	
2010 Income				
Median HH Income	\$26,862	\$32,521	\$36,696	
Per Capita Income	\$13,381	\$17,056	\$20,049	
Average HH Income	\$36,954	\$41,120	\$46,346	
2010 Households				
Total Households	3,088	27,444	63,583	
Average Household Size	2.79	2.47	2.39	
2010 Housing				
Owner Occupied Housing Units	60.8%	60.5%	62.8%	
Renter Occupied Housing Units	32.0%	33.6%	32.6%	
Vacant Housing Units	17.1%	15.8%	14.7%	
Population				
1990 Population	6,383	73,660	156,498	
2000 Population	8,913	73,690	156,743	
2010 Population	8,670	73,001	160,939	
2015 Population	8,556	73,566	161,488	
1990-2000 Annual Rate	-0.51%	0%	0.02%	
2000-2010 Annual Rate	-0.27%	0.03%	0.26%	
2010-2015 Annual Rate	-0.26%	-0.09%	0.07%	
In the identified market area, the current year population is 160,939. In 2000, the Census count in the market area was 156,743. The rate of change since 2000 was 0.26 percent annually. The five-year projection for the population in the market area is 161,488, representing a change of 0.07 percent annually from 2010 to 2015. Currently, the population is 46.0 percent male and 52.0 percent female.				
Households				
1990 Households	3,214	27,111	59,390	
2000 Households	3,147	27,134	61,376	
2010 Households	3,088	27,444	63,583	
2015 Households	3,056	27,370	63,942	
1990-2000 Annual Rate	-0.21%	0.01%	0.33%	
2000-2010 Annual Rate	-0.18%	0.11%	0.35%	
2010-2015 Annual Rate	-0.21%	-0.05%	0.11%	
The household count in this market area has changed from 61,376 in 2000 to 63,583 in the current year, a change of 0.35 percent annually. The five-year projection of households is 63,942, a change of 0.11 percent annually from the current year total. Average household size is currently 2.39, compared to 2.41 in the year 2000. The number of families in the current year is 39,305 in the market area.				
Housing				
Currently, 62.8 percent of the 74,509 housing units in the market area are owner occupied; 32.6 percent, renter occupied; and 14.7 percent are vacant. In 2000, there were 68,002 housing units - 56.3 percent owner occupied, 33.9 percent renter occupied and 9.7 percent vacant. The rate of change in housing units since 2000 is 0.9 percent. Median home value in the market area is \$95,856, compared to a median home value of \$157,913 for the U.S. In five years, median home value is projected to change by 3.08 percent annually to \$111,578. From 2000 to the current year, median home value changed by 3.14 percent annually.				
Source: U.S. Bureau of the Census, 2000 Census of Population and Housing, Esri forecasts for 2010 and 2015. Esri converted 1990 Census data into 2000 geography.				





3517 Market St., Pensacola, Fl.

Executive Summary

Prepared by G. Green

Latitude: 30.44767
Longitude: -87.25407

Ring: 1, 3, 5 Miles

	1 mile radius	3 miles radius	5 miles radius
Median Household Income			
1990 Median HH Income	\$16,068	\$16,677	\$22,319
2000 Median HH Income	\$23,265	\$25,668	\$30,632
2010 Median HH Income	\$29,862	\$32,521	\$38,696
2015 Median HH Income	\$33,765	\$38,683	\$45,866
1990-2000 Annual Rate	3.78%	3.23%	3.22%
2000-2010 Annual Rate	2.46%	2.34%	1.31%
2010-2015 Annual Rate	2.49%	3.53%	1.47%
Per Capita Income			
1990 Per Capita Income	\$7,004	\$8,179	\$11,249
2000 Per Capita Income	\$11,270	\$13,328	\$16,793
2010 Per Capita Income	\$13,381	\$17,056	\$20,049
2015 Per Capita Income	\$14,621	\$18,950	\$22,206
1990-2000 Annual Rate	4.84%	3.6%	1.09%
2000-2010 Annual Rate	1.69%	2.44%	1.74%
2010-2015 Annual Rate	2.07%	2.16%	2.06%
Average Household Income			
1990 Average Household Income	\$20,405	\$20,674	\$28,721
2000 Average Household Income	\$30,725	\$34,456	\$40,994
2010 Average HH Income	\$36,954	\$42,120	\$48,346
2015 Average HH Income	\$40,611	\$46,682	\$53,355
1990-2000 Annual Rate	4.95%	3.84%	3.62%
2000-2010 Annual Rate	1.82%	1.57%	1.62%
2010-2015 Annual Rate	2.01%	2.08%	1.89%
Households by Income			
Current median household income is \$38,696 in the market area, compared to \$34,442 for all U.S. households. Median household income is projected to be \$45,866 in five years. In 2000, median household income was \$30,632, compared to \$22,319 in 1990.			
Current average household income is \$48,346 in this market area, compared to \$70,173 for all U.S. households. Average household income is projected to be \$53,355 in five years. In 2000, average household income was \$40,994, compared to \$28,721 in 1990.			
Current per capita income is \$20,049 in the market area, compared to the U.S. per capita income of \$26,739. The per capita income is projected to be \$22,206 in five years. In 2000, the per capita income was \$16,793, compared to \$11,249 in 1990.			
Population by Employment			
Total Businesses	479	3,649	8,059
Total Employees	3,612	45,415	99,340
Currently, 86.8 percent of the civilian labor force in the identified market area is employed and 13.4 percent are unemployed. In comparison, 82.2 percent of the U.S. civilian labor force is employed, and 17.8 percent are unemployed. In five years the rate of employment in the market area will be 89.4 percent of the civilian labor force, and unemployment will be 10.6 percent. The percentage of the U.S. civilian labor force that will be employed in five years is 91.2 percent, and 8.8 percent will be unemployed. In 2000, 58.5 percent of the population aged 16 years or older in the market area participated in the labor force, and 2.5 percent were in the Armed Forces.			
In the current year, the occupational distribution of the employed population is:			
<ul style="list-style-type: none"> • 56.1 percent in white collar jobs (compared to 61.8 percent of U.S. employment) • 23.2 percent in service jobs (compared to 17.3 percent of U.S. employment) • 20.7 percent in blue collar jobs (compared to 21.1 percent of U.S. employment) 			
In 2000, 79.6 percent of the market area population drove alone to work, and 2.3 percent worked at home. The average travel time to work in 2000 was 21.4 minutes in the market area, compared to the U.S. average of 25.5 minutes.			
Population by Education			
In 2010, the educational attainment of the population aged 25 years or older in the market area was distributed as follows:			
<ul style="list-style-type: none"> • 16.6 percent had not earned a high school diploma (14.8 percent in the U.S.) • 31.0 percent were high school graduates only (29.6 percent in the U.S.) • 9.3 percent had completed an Associate degree (7.7 percent in the U.S.) • 13.2 percent had a Bachelor's degree (17.7 percent in the U.S.) • 7.4 percent had earned a Masters/Professional/Doctorate Degree (10.4 percent in the U.S.) 			

Source: U.S. Bureau of Economic Analysis, 2012 Census of Population and Housing, Employment by State and County, 2010 and 2015, and projected from Census 2010 and 2012 projections.

12/2012 11/2012 11/2012



3517 N. Market Street

PARCEL MAP PER ESCAMBIA COUNTY



*Subject outlined in yellow

AERIAL MAP PER ESCAMBIA COUNTY



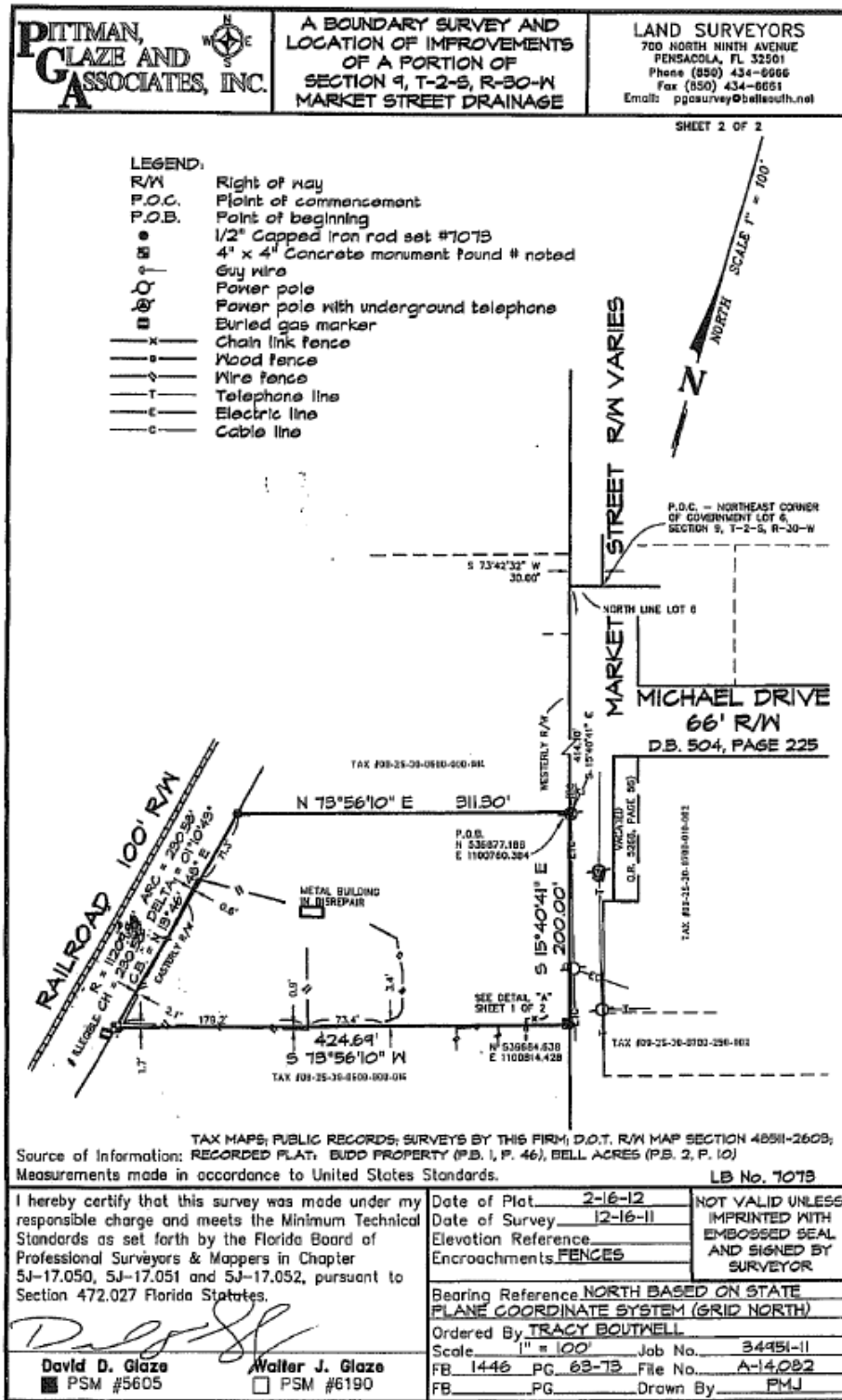
*Subject outlined in yellow

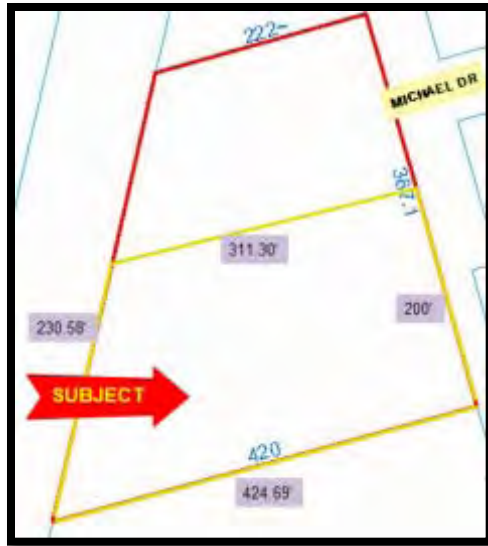
***The two images provided above are not engineered drawings, but they are thought to be visually representative of the subject property based on the survey provided the client, the Board of County Commissioner of Escambia County, Florida. See Addenda.**



SITE DESCRIPTION

Dimensions & Area - Per the survey provided, the site is 1.69 acres +/- and has 200' of frontage along Market Street. See below for visual reference.





*Subject outlined in yellow; measurements highlighted in purple.

*The image provided to the left is not an engineered drawing, but it is thought to be visually representative of the subject property based on the survey provided the client, the Board of County Commissioner of Escambia County, Florida. It reflects positioning relative to adjacent parcels and R/W.

Shape – The shape of the subject site is irregular.

Easements – We were not provided with any documentation regarding any easements, as pertain to the subject overall site, which could have an effect on the value. The on-site inspection did not reveal any specific evidence of the presence of any easements that may affect the value in any way. However, if this is found to be untrue, this report and all value conclusions contained herein are considered void and subject to review.

Topography – The subject property is more or less at street grade and average for the area.

Soil and Subsoil Conditions – According to the Escambia County Soil Survey, the subject property is composed of Soil Type 32. A brief description per the Escambia County Soil Survey follows for the reader’s review.



32—Troup sand, 0 to 5 percent slopes

This very deep, somewhat excessively drained soil is on nearly level summits and gently sloping shoulder slopes of ridges in the central and northern parts of the county. Slopes generally are long and smooth. Individual areas are irregular in shape. They range from 15 to about 600 acres in size.

Utilities –Gulf Power provides electrical services. Water is provided by Emerald Coast Utility Authority. Any from ECUA indicated a septic tank would be needed for sewer services.

Street Improvements:

N. Market Street is a two-way, two-lane roadway that traverses north and south.



Traffic Count:

According to the Florida Department of Transportation and the 2011 daily traffic report <http://www2.dot.state.fl.us/FloridaTrafficOnline/viewer.html> there is not a traffic counter in the immediate area of the subject.



The closest traffic counter is located west of the subject property and indicates an average AADT of 4,400 cars per day along Hollywood Avenue, more or less equally split between north and south bound traffic.

Site Improvements:

None are visible from N. Market Street.

Location in Block:

The subject property is an interior parcel with approximately 200 feet +/- of frontage along N. Market Street.

Functional Adequacy:

Functional adequacy is average as the size and shape of the subject site appears to adequately support the "proposed" improvements.

Relationship Surroundings:

The site is typical for the area and includes primarily residential and neighborhood commercial properties.

Environmental:

There was no environmental contamination readily apparent at the time of viewing the property; however, we are not experts in this field and review by a qualified professional is recommended prior to reliance upon this report.

Wetlands Delineation:

We were not furnished with information regarding the presence of any wetlands by a qualified inspector. There were no readily apparent areas of wetlands noted during property observation. However, we are not experts in this field and review by a qualified professional is recommended prior to reliance upon this report.



3517 N. Market Street

Ingress/Egress (Access):

The subject property is accessed directly when traveling south via the subject street, N. Market. There is not a devoted turn lane when traveling north, but the subject property is just as accessible from that direction.



SUBJECT PHOTOS



FRONT OF SUBJECT PROPERTY



N. MARKET STREET FACING SOUTH



SUBJECT PHOTOS



N. MARKET STREET FACING NORTH



SOUTH OF THE SUBJECT PROPERTY
(Not part of the subject)



HIGHEST AND BEST USE

Overview

Highest and Best Use is defined in the 13th edition of the Appraisal of Real Estate (Appraisal Institute, Chicago, 2008) as follows:

“The reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, and financially feasible and that results in the highest value.”

As evident by its definition, Highest and Best Use is a multiple step process that investigates the optimum use of a property by a variety of criteria. These factors have been considered in the following analysis.

AS VACANT

Physically Possible Uses

The subject property consists of 1.69 +/- acres which is mostly level and at street grade. This parcel has significant access and fair visibility with 200 +/- feet along N. Market Street. The overall size and shape of the subject property allow for a variety of uses.

Legally Permissible Uses

The property is zoned R-6: neighborhood commercial and residential district, (cumulative), high density. The neighborhood is dominated by residential development with some personal service and professional offices along the major roadway and residential subdivisions including apartments and multifamily housing located on interior streets. Permissible uses are somewhat plentiful including an allowance of up to 25 dwelling units per acre. However, the location of the subject property may limit the success of most legally permissible uses.

Financially Feasible

The test for financial feasibility as improved addresses what the market demands for properties similar to the subject property in its immediate area. Escambia County is going through a period of development expansion in the more outlying areas of the county, as the more core area of Pensacola has been built out. However, the current slow real estate and lease market is affecting areas such as the subject property. There is hope that the market will recover over the next few years, but currently extended marketing and exposure times are anticipated. The subject property is located near a relatively built up section of W. Fairfield Drive. This roadway is a busy commercial thoroughfare where there are steady traffic counts in the 41,000 AADT range. Due to the subject parcel's location and visibility, the best utilization would be to “land bank” the site until the demand for a neighborhood commercial development increases.

Maximally Productive Use

Maximally productive utilization seeks to balance the legally allowable use with the level of demand for the most marketable use. The subject property is located within an area where there is predominantly small to medium sized commercial establishments and medium to high



density residential. For this reason a neighborhood commercial building that could satisfy any of the commercial uses (outlined below) should be maximally productive. However, it is recognized that this may not be the ideal time for any development and that as an interim use the property should be “land banked” until the economic environment improves.

The following is a list of allowable uses under the subject property’s R-6, Neighborhood Commercial & Residential District (Cumulative) High Density per Escambia County and the grid below is an illustration of the potential uses for the subject property and the supporting reasoning for that conclusion.

Potential Use	Likelihood	Reasoning
Florist	Likely	Suitable Use
Personal Service Shop	Likely	Suitable Use
Multi-Family Development	Unlikely	Lack of Site Area
Worship Center	Unlikely	Nearby Competiton
Single-Fmaily Detached Dwelling	Likely	Suitable Use
Convenience Store without Gasoline	Unlikely	Not Maximally Productive
Appliance Repair Shop	Likely	Suitable Use
Banks and financial institutions	Unlikely	Not Maximally Productive

Summary

Given the limited number of potential uses for the subject property due to its size and visibility (or lack there of), the most logical current use of the subject property is land banking, with a future neighborhood commercial development upon economic stabilization.



VALUATION METHODOLOGY

The Direct Sales Comparison, or Market, Approach involves direct comparisons of the subject property to similar properties that have sold in the marketplace in order to derive a market value indication for the subject property. The approach consists of steps in which the appraiser searches the market for sales, qualifies the sales prices and terms, compares the sales to the subject property for differences, adjusts the sales for those differences and formulates an opinion of value of the subject property from the indicated values (as adjusted) of the sales.

Typically, the appraiser reduces the comparable sale to a unit of comparison or units of comparison. These may be physical, such as dollars per square foot of area, or they may be economic, such as gross rent multiples. These units of comparison yield a pattern by which the appraiser can convert the subject property's similar unit to a value indication by the Sales Comparison Approach.

To be used as a valid indication of value, any comparable sale must qualify as bona fide and have similar characteristics to the subject property. When there is a sufficient amount of data, the indication of value via the Sales Comparison Approach is generally persuasive.

The Direct Sales Comparison approach to value will be utilized in order to form a final market opinion of value for the fee simple interest in the subject property.



DIRECT SALES COMPARISON APPROACH

This is an appraisal technique in which the market value estimate is based upon prices paid in actual market transactions and current listings. It is a process of correlation and analysis of similar recently sold properties. The reliability of this technique is dependent upon:

- a) The degree of comparability of each property with the property being appraised,
- b) The time of sale,
- c) The verification of sales data,
- d) The absence of unusual conditions affecting the sale.

A search has been made to develop sales information on properties comparable to the subject. The following is a discussion of those sales using physical (\$/Square Foot) methods of comparison. Research and analysis revealed three comparable sales for the subject property. Supporting documentation on these comparable sales is contained within the appraiser's files. These sales are representative of similar usage properties located in the subject's marketing area.



COMPARABLE 1



Property Identification

Property Type Improved R-5 Property
Address 630 Winton
Pensacola, Florida

Location

Parcel Address 352S311000010087

Sales Data

Grantor Ora W Early
Grantee Harold R & Barbara E Daley
Sale Date 5/28/10
Deed Book/Page 6609/0819
Property Rights Fee Simple
Conditions of Sale Arm's Length
Financing Cash
Sales History (5yrs) No sales in the past 5 years
Instrument Warranty Deed
Verification MLS #382828, Public Records, Confirmed with Charles Thomas, listing agent 850-712-5404

Sale Price \$42,000

Land Data

Zoning R-5, urban residential/limited office district
Topography Basically Level
Utilities All public
Shape Irregular
Landscaping None
Flood Info Zone "X"



Highest/Best Use Commercial
Improvements 1,274 home sold in "as is" condition
Traffic Count 21,000 AADT

Land Size Information

Gross Land Size 0.33 acres or 14,375 SF
Front Footage Corner Site 150' On Gulf Beach Hwy & 64' on Winton Avenue

Indicators: (based on land size)

Sales Price/Gross Acre \$112,121
Sales Price/SF \$2.57/SF

Comments: This is a sale of an improved site on the corner of Gulf Beach Highway and Winton Avenue. It is an irregular shaped parcel, but a corner lot with good access and visibility. The property description on MLS indicates "...irregular lot with a 'as is' houses and detached garage." Charles Thomas, the seller's agent stated that the home was very simple in form and in need of modernization. Charles also confirmed the transaction was arm's length. He also believed the home was bought as a single family residence as public records suggests.

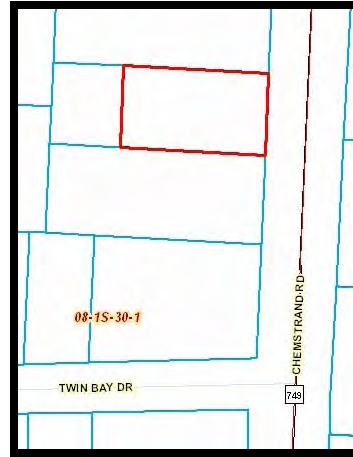
Source: Marshall Valuation Service, Section 66, Page 11, December 2011

BUILDING DEMOLITION			
(Cost range per square foot)			
Class A:	\$4.79 - \$7.05	Class D:	\$3.21 - \$4.95
Class B:	6.25 - 8.60	Class S:	2.90 - 4.79
Class C:	3.79 - 5.65	Gutting only:	6.65 - 20.80
Small residences, total cost (approximately 1,000 - 1,500 sq. ft. per floor):			
1-story:	\$3,225 - \$7,550	2-story:	\$4,300 - \$10,400
		3-story:	\$5,700 - \$12,500

Residence Demolition: 1,274 square feet = \$5,000



COMPARABLE 2



Property Identification

Property Type Improved R-6 Property
Address 10329 Chemstrand Road
Pensacola, Florida

Location

Parcel Address 081S301003004013

Sales Data

Grantor Compass Bank
Grantee Shelnut
Sale Date 11/4/11
Deed Book/Page Not recorded yet per ECPA's office
Property Rights Fee Simple
Conditions of Sale Arm's Length
Financing Cash
Sales History (5yrs) \$210,000 on 11/16/07
Instrument Warranty Deed
Verification MLS #411720, Confirmed with Don Neal, listing agent 850-287-0871

Sale Price \$61,600 (includes 10% auction premium)

Land Data

Zoning R-6, neighborhood commercial & residential
Topography Basically Level
Utilities All public
Shape Rectangular
Landscaping None
Flood Info Zone "X"
Highest/Best Use Commercial
Improvements Vacant 2,085 SF building



AADT 13,000

Land Size Information

Gross Land Size 0.41 acres or 17,860 SF
Front Footage Interior Site 100' on Chemstrand Road

Indicators: (based on land size)

Sales Price/Gross Acre \$135,220/ Ac
Sales Price/SF \$3.10/SF

Comments: This is an auction sale of an improved interior site with frontage on Chemstrand Road. It is basically rectangular in shape with average access and visibility. The listing agent, Donald Neal, confirmed the date of sale, sales price, and the 10% buyer's auction premium. Mr. Neal also indicated that there was personal property left behind by the previous owner and that the HVAC system and air handler had been taken from the property. Don added that he thought the new property owner was going to hold the property as an investment.

Source: Marshall Valuation Service, Section 66, Page 11, December 2011

BUILDING DEMOLITION			
<small>(Cost range per square foot)</small>			
Class A:	\$4.79 - \$7.05	Class D:	\$3.21 - \$4.95
Class B:	6.25 - 8.60	Class S:	2.90 - 4.79
Class C:	3.79 - 5.65	Gutting only:	6.65 - 20.80
<small>Small residences, total cost (approximately 1,000 - 1,500 sq. ft. per floor):</small>			
1-story: \$3,225 - \$7,550	2-story: \$4,300 - \$10,400	3-story: \$5,700 - \$12,500	

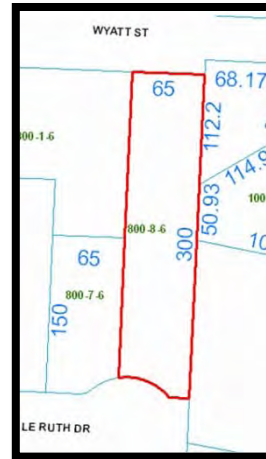
Class S Building Demolition: 1,400 square feet x \$3.00 = \$4,200

Residence Demolition: 672 square feet = \$2,055

Total: \$6,255



COMPARABLE 3



Property Identification

Property Type Vacant R-3 Property
Address 2200 Le Ruth Drive
Pensacola, Florida 32514

Location

Parcel Address 051S300800008006

Sales Data

Grantor Gregory & Sherry Roughton
Grantee Robert M and Kristin A Wisniakowski
Sale Date 7/7/11
Deed Book/Page 6739/0769
Property Rights Fee Simple
Conditions of Sale Arm's Length
Financing Cash
Sales History (5yrs) None in the past 5 years
Instrument Warranty Deed
Verification Public Record, REARS

Sale Price \$23,000

Land Data

Zoning R-3, one family & two family
Topography Basically Level
Utilities All public
Shape Rectangular
Landscaping None
Flood Info Zone "X"
Highest/Best Use Commercial



Improvements	Yard Building (\$500+/-)
AADT	4,700 AADT (nearest comparable one: Campus Drive)

Land Size Information

Gross Land Size	0.42 acres or 18,295 SF
Front Footage	65' on Le Ruth Drive & 65' Wyatt Street

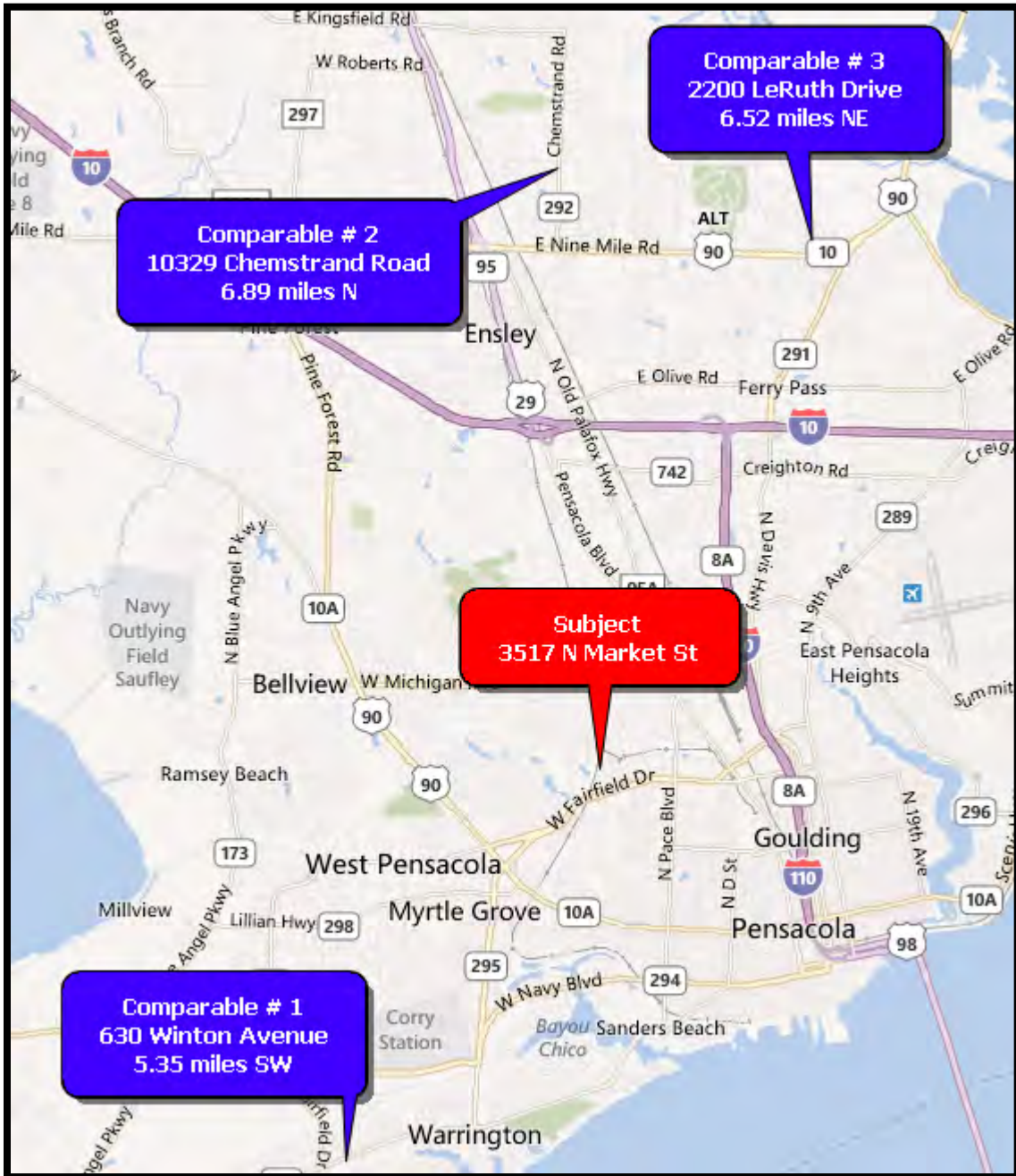
Indicators: (based on land size)

Sales Price/Gross Acre	\$53,571/Ac
Sales Price/SF	\$1.23/SF

Comments: This is a "vacant" parcel zoned R-3. It is located north of Nine Mile Road and east of University Parkway. The north end of the parcel fronts Wyatt Street and has a view of two duplex residences. This property does not appear to have been publically marketed and based on the current owners' "mailing address: 2208 Le Ruth Drive" listed in public record; it very well could have been bought by an adjacent or a nearby property owner.



Comparable Sales Map



ACTIVE LISTING #1

10000 CHEMSTRAND RD		PENSACOLA, FL 32514		Price: \$79,999
MLS#:	397568p - CMS-LAN-MultRes Lan	Status:	Active	Click photo for additional media and enlargement
Area:	(01) North Northwest Pensacola	Date Listed:	09/24/2010	
Name:				
Address:	<u>10000 CHEMSTRAND RD</u>			
City:	PENSACOLA	Zip:	32514	
County:	ESCAMBIA	Acreage:	1.52	
Bldg SqFt:		Lot Dim:		
Available Building SQFT:	60,800	Lot Front:	328	
\$/SqFt:	1.32	Lot Depth:	186	
Zoning:	R-6	Off Class:		
Parcel ID:	071S30230900			
Directions:	9 Mile Rd North Chemstrand - 1/2 mile on right between Chadson and Boyette St			
Prop Desc:	Mixed use - neighborhood, retail, multi-family			
Lease Info:				
Financing:				
Down Pymnt:	Loan Pymnt:	Cash Flow:		
Gross Inc:	Ann. Exp:	NOI:		
Cap Rate:	%			
AreaDesc: R-6 - mobile home or small sub-division, other business, retail or office				
AgntNotes: Vacant - lot could be divided -----> Click here to report an inaccuracy on this listing <-----				
TenantInfo:				
Ind Clernce:	Ind Dock High:	Ind Grnd Lvl:		
Ind Electric:	Ind Rail:	Ind Sprinkler:		
SpecialSaleType: N/A	Lan Price/Acre:	Ret Anchors:		
Mul Exp/Sqft:	Mul Exp Types:	Mul Exp/Unit:		
Mul GRM:	Mul Num Unit:	Mul Price/Unit:		
Mul Schd Inc:	Mul Vacancy:	Apx YrBlt:		
AssignOfIntrst: N	CntngncyRsn:			
Type Use:	AprtmtBldg, Business, Commercial, Investment/Income Pr, MobileHome, MultiTenant			
List Agent:	(10694) <u>MINDY BAILEY</u>	Manner Comp Pd:		Agency
List Office:	(BBR001) ERA EMERALD COAST REALTY	Comp:	3 %	
Co-Off:	()	Variable:		
Contacts:		Co-Agt:	()	
	Agent Cell Ph Office Phone Office Fax			
	850-293-4353 (850) 437-5618 (850) 437-5630			
-Information deemed reliable but not guaranteed-Copyright: 2012 by the Pensacola Association of Realtors, Inc. Prepared by DANIEL GREEN of G. DANIEL GREEN & ASSOC. INC on 6/5/2012 11:28:36 AM				

Comments:

The \$79,999 list price has been valid since 4/19/12. The Escambia County Property Appraiser's website indicates a parcel size of 1.52 acres or 66,211 SF. This scenario equates to \$1.21+/- a SF.



ACTIVE LISTING #2

4800 BLK FAIRFIELD DR		PENSACOLA, FL 32506		Price: \$40,000
MLS#:	414976p - CMS-LAN-Commercial, MultRes Lan	Status:	Active	
Area:	(07) West Pensacola	Date Listed:	08/25/2011	
Name:		Zip:	32506	
Address:	4800 BLK FAIRFIELD DR	Acreage:	0.68	
City:	PENSACOLA	Lot Dim:		
County:	ESCAMBIA	Lot Front:	100	
Bldg SqFt:		Lot Depth:	300	
Available Building SQFT:	0	Off Class:		
\$/SqFt:	0			
Zoning:	R-6			
Parcel ID:	342S300060080006			
Directions:	Approx. 1/4 mile west of Mobile Hwy.			
Prop Desc:	Vacant Land.			
Lease Info:				
Financing:				
Down Pymnt:	Loan Pymnt:	Cash Flow:		
Gross Inc:	Ann. Exp:	NOI:		
Cap Rate:	%			
AreaDesc:				
AgntNotes: Vacant Land. ----> Click here to report an inaccuracy on this listing <----				
TenantInfo:				
Ind Clernce:		Ind Dock High:		Ind Grnd Lvl:
Ind Electric:		Ind Rail:		Ind Sprinkler:
SpecialSaleType:	N/A	Lan Price/Acre:		Ret Anchors:
Mul Exp/Sqft:		Mul Exp Types:		Mul Exp/Unit:
Mul GRM:		Mul Num Unit:		Mul Price/Unit:
Mul Schd Inc:		Mul Vacancy:		Apx YrBlt:
AssignOfIntrst:	N	CntngncyRsn:		
Type Use:	Commercial			
List Agent:	(8082) SHAY QUIJANO	Manner Comp Pd:		Agency
List Office:	(PP001) PARAMOUNT PROPERTIES OF P	Comp:	4 %	
Co-Off:	()	Variable:		
Contacts:		Co-Agt:	()	
	Agent Cell Ph Agent Fax Office Phone			
	850-324-1128 (850) 266-2340 (850) 417-8340			
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Comments:

This listing indicates a price per square foot of \$1.35. This price has not changed since its posting on 8/25/11. This piece of property is only 0.68 acres and is situated on a much busier street; but, it is located only two miles west of the subject.



SALES COMPARISON GRID							
	SUBJECT	SALE 1		SALE 2		SALE 3	
	3517 Market	630 Winton		10329 Chemstrand		2208 Le Ruth Drive	
Community	Pensacola	Pensacola		Pensacola		Pensacola	
County	Escambia	Escambia		Escambia		Escambia	
Proximity to Subject	N/A	5.35 Miles SW		6.89 Miles N		6.52 Miles NE	
Sales Price	N/A	\$42,000		\$61,600		\$23,000	
Improvement Demolition			-\$5,000		-\$6,255		-\$500
Net Sales Price		\$37,000		\$55,345		\$22,500	
Acreage	73,616	14,375		17,860		18,295	
Sales Price/SF	N/A	\$2.57		\$3.10		\$1.23	
Property Rights	Fee Simple	Similar		Similar		Similar	
Adjusted Price/SF		0%	\$2.57	0%	\$3.10	0%	\$1.23
Financing							
Adjusted Price/SF		0%	\$2.57	0%	\$3.10	0%	\$1.23
Conditions of Sale				Auction: Buyer's Premium			
Adjusted Price/Ac		0%	\$2.57	-10%	\$2.79	0%	\$1.23
Time/Market Adjustment	20-Dec-11	May-10		Nov-11		Jul-11	
Adjusted Price/SF		-13%	\$2.24	-2%	\$2.73	-8.5%	\$1.13
Total Adjusted Price/SF		\$2.24		\$2.73		\$1.13	
ADDITIONAL ADJUSTMENTS							
	SUBJECT	SALE 1		SALE 2		SALE 3	
	3517 Market	630 Winton		10329 Chemstrand		2208 Le Ruth Drive	
Total Adj. Sale Price/SF	N/A	\$2.24		\$2.73		\$1.13	
Location	Market St	Gulf Beach	-10%	Chemstrand	-5%	Le Ruth	0%
Topography	Level	Similar	0%	Similar	0%	Similar	0%
Zoning	R-6	R-5	5%	R-6	0%	R-3	15%
Road	200'	100' & 40'	-5%	100' & 180'	-5%	65' & 65'	-5%
Gross Land Area (SF)	73,616	14,375	-40%	17,860	-40%	18,295	-40%
Utilities	Available	Similar	0%	Similar	0%	Similar	0%
Shape	Rectangular	Irregular	0%	Rectangular	-5%	Rectangular	-5%
Corner/Interior	Interior	Corner	-5%	Interior	0%	Interior	0%
Total Net % Adj		-55%		-55%		-35%	
Total Adj Value/AC		\$1.01		\$1.23		\$0.73	
Total Gross % Adj.		78%		67%		73%	
Comparable Sale	Adjusted Indicator	% Applied	Weighted Indicator	Adjusted and Reconciled Unit Indicator	Subject Area (SF)	Indicated Market Value	
Comparable Sale #1	\$1.01	30.0%	\$0.30	\$1.01	73616	\$74,634	
Comparable Sale #2	\$1.23	40.0%	\$0.49		Rounded	\$75,000	
Comparable Sale #3	\$0.73	30.0%	\$0.22				
		100%	\$1.01				



Property Rights

To the best of our knowledge, all three comparable sales were of fee simple interest; and, therefore required no adjustment.

Financing

All three comparable sales were done on a “cash to seller” basis or at financing terms consistent with the current market and therefore required no adjustment.

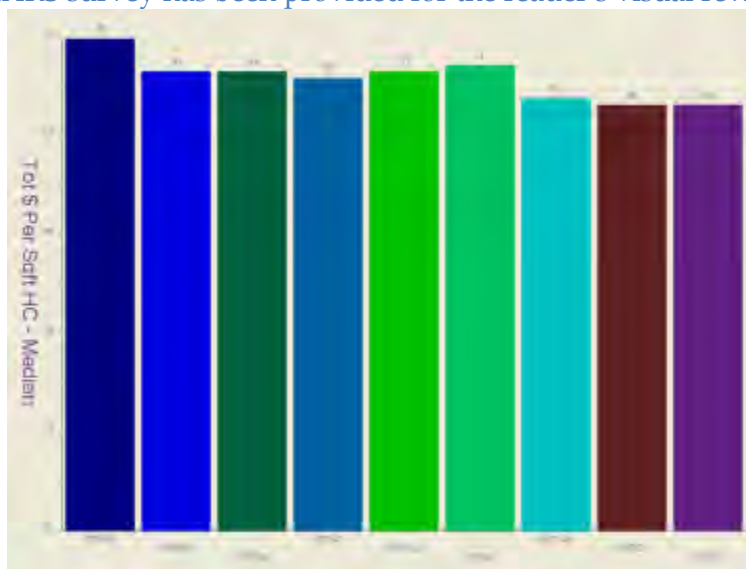
Conditions of Sale

All three sales were found to be “arm’s length” transactions. However, sale #2 occurred as an auction and the realtor confirmed there was a 10% buyer’s premium included in the \$61,600 sales price, so an adjustment of -10% has been applied to acquire the true market value of this comparable.

Time/Market Adjustments

A time/market adjustment is used to reflect the appreciation/depreciation of properties over time and normally is applied to comparable sales data that are a year or more. The adjustments applied are based on a time/market study of commercial properties in the general area that indicate an appreciation rate of a certain percentage per year. There have not been enough resale transactions involving properties similar to the subject in order to derive a reliable rate of appreciation/depreciation to apply to the comparable sales. Therefore, all real property transactions since 2nd quarter 2010 in Escambia County have been researched to derive some type of rate of appreciation/depreciation basis applicable to the subject comparables from a very general standpoint. We derived the adjustments by applying the quarter/year those sales transactions occurred, and subtracted the indicator from the current quarter/year. Then that number is divided by the indicator when the sales transaction occurred. In other words Sale 1 occurred in the 2nd quarter of 2010 with an indicator of 75. Currently the indicator is at 65. Therefore, $75 - 65 = 10$; $10 / 75 = -13\%$, which was applied in our grid. Subsequent to analysis of this graph, Sale 2 from 4th quarter 2011 required a -2% adjustment and Sale 3 from 3rd quarter 2011 was given a -8.5% adjustment.

*A graph of the REARS survey has been provided for the reader’s visual review.



Location

Location adjustments area applied for use, in this case commercial use, is quantifiable based on the number of issues such as traffic counts, convenience, parking, etc. The subject property has an average traffic count of 4,400 +/- . Sale 1 has a superior traffic count (along Gulf Beach Highway) of 21,000, a negative adjustment was applied. Sale 2 also has a superior traffic count (13,000), so a small negative adjustment was applied. Sale 3 has a similar traffic count so this sale needed no adjustment for location.

Topography:

The subject property and all three comparable properties exhibit level topography. As a result, no adjustments were applied.

Zoning:

Zoning is considered significant due to the allowable development on a certain parcel. The subject property is zoned R-6. Sale 1 has a zoning classification of R-5, Sale 2: R-6 and Sale 3: R-3. These categories merited the following adjustments respectively: +5%, 0% and +15%.

Road Frontage:

The subject property has a total of 200 feet of frontage along Market Street. All three sales have superior road frontage considering these parcel's sizes in relation to the subject's size/frontage ratio; so these sales received a negative adjustment in this category.

Site Size:

Adjustments are applied where great anomalies are apparent in the size of the comparable sales. The adjustments made here may seem analogous to the process, however, due to the laws of economy of scale, larger parcels of vacant commercial land will reflect a lower per unit value compared to smaller parcels even though the gross price of the piece may be greater. All three sales are smaller in size, so negative adjustments are applied.

Utilities:

All public utilities are available at or near the subject as well as all comparables. Therefore, no adjustments were necessary.

Shape:

The shape of a parcel is important for development purposes. The more rectangular a parcel is, the more a parcel can be utilized by a potential developer. The subject is slightly irregular in shape. Sales 2 and 3 are virtually rectangular in shape causing a negative adjustment; whereas, sale 1 is relatively similar in overall shape compared to the subject property, not requiring any significant adjustment.

Corner/Interior:

Corner parcels in the commercial market usually sell for more than interior parcels due to their improved visibility/access. The subject property is an interior parcel. Sale 2 is as well; therefore, no adjustment was applied. Sales 1 & 3 however, are corner parcels requiring some downward adjustment.



Reconciliation

The range of price per square foot values has been narrowed due to the adjustments to a range of unit indications of \$1.01, \$1.23, and \$0.73 per square foot. This indicates a range in value for the subject property between \$53,740 and \$90,548. The mathematical mean of the three values per square foot is \$0.99. All three comparable sales are considered the most comparable sales available at this time for the subject property. This is due to the lack of commercial land sales in the Pensacola and Escambia County area, particularly commercial parcels.

More weight was given to Sale 2 given it required the least amount of gross adjustment.

Final "As Is" Land Value for a portion of Parcel ID: 09-2S-30-0600-000-014

Subject Site Size(SF)	Reconciled Price/SF	Overall Value
73,616	\$1.01	\$74,352
Rounded to		\$75,000

\$75,000
SEVENTY FIVE THOUSAND DOLLARS
VALUE VIA THE DIRECT SALES COMPARISON APPROACH
MAY 30, 2012



RECONCILIATION AND FINAL VALUE OPINION

The final reconciliation section discusses the respective value indications, analysis of the method used, and the strength of the data compiled for the technique utilized, and explains the reasoning behind identifying a single point of value.

The purpose and ultimate goal of the reconciliation is to form a meaningful, credible conclusion about the final opinion of value.

The Direct Sales Comparison Approach to value provided the following value indication:

Direct Sales Comparison Approach	\$75,000
---	-----------------

Direct Sales Comparison Approach

When an adequate amount of data is available, the sales comparison approach is the best valuation technique because it directly reflects buyers and sellers actions. In this analysis, all of the sales in the direct comparison grid are in the general area, are fairly recent, and all are reasonably similar for age, quality, and amenities. These sales were analyzed with a quantitative analysis and, after accounting for only relatively minor physical differences, price per SF range was reconciled that is consistent with the market. Given the overall similarity of these sales as compared to the appraised property, the direct sales comparison approach is considered a good indicator of value.

FINAL VALUE OPINION

The Direct Sales Comparison Approach lent good support to this indication of value. After reviewing the strengths and weaknesses of the data and valuation method applied, the final value opinion for the Fee Simple interest in the appraised property is reconciled to:

\$75,000
SEVENTY FIVE THOUSAND DOLLARS
"AS-IS" VALUE
A Portion of Parcel ID: 09-2S-30-0600-000-014
FEE SIMPLE INTEREST
MAY 30, 2012

MARKETING AND EXPOSURE TIME

Marketing and exposure time for this property should be average for the area which, according to the public records is.....

EIGHTEEN TO TWENTY FOUR MONTHS



In addition to the included assumptions and limiting conditions, the following also apply:

1. *The client, Board of County Commissioners, Escambia County, FL, furnished a boundary survey. This survey outlines a portion of Parcel# 09-2S-30-0060-000-014; this section is hereby identified as the subject property. This "parcel" contains 1.69 +/- acres. As such, all measurements are based on the furnished survey prepared Pitman, Glaze and Associates and dated 12-16-11. Should this information be inaccurate, this appraisal and all value indications arrived at herein may be considered invalid and subject to review by the appraiser signing this report.*
2. *The appraisal does not address unforeseeable events that could alter the property improvement and/or market conditions reflected in the analysis.*
3. *The appraiser also reserves the right to alter opinions of value contained in this appraisal report on the basis of information withheld or not discovered in the normal course of diligent investigation.*



Daniel Green, MAI SRA
State-Certified General Real Estate
Appraiser #RZ836



ASSUMPTIONS AND LIMITING CONDITIONS

1. The appraiser certifies that to the best of his knowledge and belief, the statements contained in this appraisal and upon which the opinions expressed herein are based, are correct, subject to the limiting conditions herein set forth; also, that this appraisal has been made in conformity with the Professional Standards of the Appraisal Institute.
2. No responsibility is to be assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report.
3. The property is appraised free and clear of all liens and encumbrances unless otherwise stated in this report.
4. Responsible ownership and competent property management are assumed unless otherwise stated in this report.
5. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
6. All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
7. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
8. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in this report.
9. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless nonconformity has been stated, defined, and considered in this appraisal report.
10. It is assumed that all required licenses, certificates of occupancy or other legislative or administrative authority from any local, state, or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.
11. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied unless otherwise stated in this report.
12. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report.
13. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, urea-formaldehyde foam insulation or



other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.

14. Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communications barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.
15. Any proposed improvements are assumed to be completed in a good workmanlike manner in accordance with the submitted plans and specifications.
16. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
17. Possession of this report, or a copy thereof, does not carry with it the right of publication. Any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety may not use it for any purpose.
18. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news sales, or other media without prior written consent and approval of the appraiser.



QUALIFICATIONS OF APPRAISER

G. DANIEL GREEN, MAI, SRA

EDUCATIONAL BACKGROUND

Bachelor of Science in Business Administration (BSBA) degree earned - August 25, 1979, University of Florida, Gainesville, Florida. Majored in Real Estate and Urban Land Studies.

Successfully completed Course 101, Introduction to Appraising Real Property, Society of Real Estate Appraisers, University of Florida, June 1978.

Successfully completed Course 102, Applied Residential Property Valuation, Society of Real Estate Appraisers, University of Florida, November 1981.

Successfully completed Course I-A1, Real Estate Appraisal Principles, American Institute of Real Estate Appraisers, Mobile, Alabama, September, 1983.

Successfully completed Course I-A2, Basic Valuation Procedures, American Institute of Real Estate Appraisers, Mobile, Alabama, September, 1983.

Successfully completed Course I-BA, Capitalization Theory & Techniques, American Institute of Real Estate Appraisers, Cocoa, Florida, October, 1984.

Successfully completed Course I-BB, Capitalization Theory & Techniques, American Institute of Real Estate Appraisers, Austin, Texas, September, 1986.

Successfully completed Course 2-1, Case Studies in Real Estate Valuation, American Institute of Real Estate Appraisers, Athens, Georgia, March, 1987.

Successfully completed "Standards of Professional Practice", American Institute of Real Estate Appraisers, Destin, Florida, July 1987.

Attended "Important Changes in Federal Home Loan Bank Board Appraisal Standards", Mobile, Alabama, April, 1988.

Attended "FNMA Update", San Destin, Florida, November, 1988.

Attended "Professional Practice and the Society of Real Estate Appraisers," Ft. Walton Beach, Florida, May 1989.

Attended "Valuation and Evaluation of Proposed Projects", Ft. Walton Beach, Florida, August 1989.

Successfully completed Course 2-2, Report Writing and Valuation Analysis, American Institute of Real Estate Appraisers, Tallahassee, Florida, August 1989.



3517 N. Market Street

Attended "Environmental Hazards, Florida State Standards of Professional Practice", Florida School of Real Estate, Ft. Walton Beach, Florida, September, 1992

Successfully completed "Standards of Professional Practice, Part B", Appraisal Institute, Crestview, Florida, September, 1992.

Successfully completed "Income Property Demonstration Report", Appraisal Institute, October, 1992.

Successfully completed "The Appraiser's Complete Review", Appraisal Institute, February, 1993.

Passed Comprehensive Examination for the MAI designation of The Appraisal Institute, February, 1993.

Received MAI designation, Appraisal Institute, April, 1993

Attended "Practical Approaches To Appraising Troubled Properties", Appraisal Institute, June, 1993.

Attended "Appraisal Regulations of the Federal Banking Agencies", Appraisal Institute, September, 1993.

Attended "Rates, Ratios, and Reasonableness", Appraisal Institute, September 1993.

Attended "Accrued Depreciation", Appraisal Institute, March, 1994.

Attended "USPAP Update Core Law for Appraisers", May, 1994.

Attended "Understanding Limited Appraisals and Reporting Options (General), Appraisal Institute, November, 1994

Attended "Core" Law for Appraisers, Appraisal Institute, February 1995.

Attended "Appraisers in Litigation", David Collins Real Estate Institute, November, 1996.

Attended "Environmental Risk and the R.E. Appraisal Pro", Appraisal Institute, August, 1996.

Attended "Residential Course", Appraisal Institute, May, 1997.

Attended "Standards of Professional Practice, Part A (USPAP), Appraisal Institute, June, 1997.

Attended "Standards of Professional Practice, Part B, Appraisal Institute, June and September, 1997.

Attended "USPAP Update/Florida Law", Appraisal Institute, October, 1998.

Attended "The Good, The Bad, The Board", Appraisal Institute, November, 1999.

Attended "Partial Interest Valuation - Divided", Appraisal Institute, January, 2000.



3517 N. Market Street

Passed HUD & FHA Examination, January, 2000.

Attended "Analyzing Operating Expenses", Appraisal Institute, August, 2000.

Attended "USPAP & Law Update", Appraisal Institute, October, 2000.

Attended "Standards, Part. C", Appraisal Institute, January, 2002.

"Real Estate Fraud", Appraisal Institute, November, 2002.

"Florida State Law and USPAP Review for R. E. Appraisers, November, 2002.

Florida Continuing Education for Real Estate Professionals, 2001-2002 Online Course.

Appraisal Institute Online Course, "Valuation of Detrimental Conditions", January 2003.

Attended "Appraisal Review-Single Family Residential." Appraisal Institute, August, 2003.

Florida Continuing Education for Real Estate Professionals and Appraisal Institute, "Working with the Appraiser and Consumer", September 13, 2004.

Florida Continuing Education, "FL State Law for Real Estate Appraisers," November, 2004.

Florida Continuing Education, "400 National USPAP 7-hour update," Appraisal Institute, November 5, 2004.

Florida Continuing Education, "Introduction to Income Capitalization," Appraisal Institute, November, 2004.

Florida Continuing Education, "Feasibility Analysis Market Value and Investment timing: Introducing the Impact of Option Value," Appraisal Institute, September 2005.

Florida Continuing Education, "Rates & Ratios: Making Sense of GIM's, OAR's, and DCF's," Appraisal Institute, September 2005.

Florida Continuing Education, "Florida Law Update," Northwest Florida Chapter of the Appraisal Institute, August 2006.

Florida Continuing Education, "I400 National USPAP 7-hour Update Course," Northwest Florida Chapter of the Appraisal Institute, August 2006.

Florida Continuing Education for Real Estate Professionals, 2006 online course, Bert Rodgers Schools.

Appraisal Institute Online Course, "Online Analyzing Operating Expenses," November 20, 2006.



3517 N. Market Street

Appraisal Institute Course, "Rates and Ratios," Las Vegas, NV July 16, 2007

Appraisal Institute Course, "The Real Estate Economy - What's in Store for 2008"
July 17, 2007

Appraisal Institute Course, "Small Hotel/Motel Valuation" December 26, 2007

Appraisal Institute Course, "Business Practices and Ethics," December 24, 2007

Appraisal Institute Course, "Small Hotel/Motel Valuation," December, 26 2007

Appraisal Institute Course, "Business Practices and Ethics," December 24, 2007

McKissock, "Florida Supervisor/Trainee Roles and Relationships," September 23, 2008

McKissock, "Florida Appraisal Laws and Regulations," September 24, 2008

Appraisal Institute Course, "USPAP," November 12, 2008

Florida Continuing Education, "Florida Law/Rules Roles and Responsibilities Site Valuation
and Cost Approach," 25-hours Real Estate Education Specialists,
August 27, 2009

Appraisal Institute Course, "Analyzing the Effects of Environmental Contamination on Real
Property," September 9, 2010

McKissock, "Florida Supervisor / Trainee Roles and Relationships," October 3, 2010

McKissock, "Florida Appraisal Laws and Regulations," October 3, 2010

Appraisal Institute Course, "The Lending World in Crisis - What Clients Need Their Appraisers
to Know Today," May 13, 2011

Appraising the Appraisal: Appraisal Standard Review-General
08/15/2011 Cosmopolitan Hotel Las Vegas, NV

2011 Appraisal Institute Annual Meeting Standard Day 1 08/15/2011 Cosmopolitan Hotel
Las Vegas, NV

2011 Appraisal Institute Annual Meeting Standard Day 2 08/16/2011 Cosmopolitan Hotel
Las Vegas, NV

2011 Appraisal Institute Annual Meeting Standard Day 3 08/17/2011 Cosmopolitan Hotel
Las Vegas, NV

Advanced Spreadsheet Modeling for Standard Valuation Applications 04/18-19/2012
Wyndham Westshore Hotel Tampa, FL



3517 N. Market Street

General Membership Meeting/Reception Standard (ARES) 04/18/2012 TradeWinds Island Resort St. Petersburg, FL

WORK EXPERIENCE

Real Estate Salesman - The House of Real Estate, Incorporated, Gulf Breeze, Florida, 1977.

Real Estate Appraisal - G. Pratt Martin and Associates, Incorporated, Pensacola, Florida, 1978.

Real Estate Appraisal - F. Earle Adkinson and Associates, Incorporated, Pensacola, Florida 1978-1979 Promotion to Vice-President November, 1981.

Real Estate Appraisal - Partner - Presley, Hufford & Green, Realtors, Pensacola, Florida, established June 1, 1982.

Real Estate Appraisal - Secretary/Treasurer and Co-owner - The Hufford-Green Company, Pensacola, Florida, established August 1985.

Real Estate Appraisal - President, Sole owner - G. Daniel Green and Associates, Inc., Gulf Breeze, Florida, established December, 1988.

ASSOCIATION MEMBERSHIPS

SRA designation, Appraisal Institute

MAI designation, Appraisal Institute

FHA approved

1990 Vice President - Chapter 215, Society of Real Estate Appraisers

Chairman, 1996, Standards Review Committee

NW Florida Chapter, Appraisal Institute - President 2011

PROFESSIONAL AFFILIATIONS

Licensed Real Estate Broker, Florida Real Estate Commission

Member - Pensacola Association of Realtors
Northwest Florida Homebuilders Assoc.
1994-1995 HBA Land Use Committees
1994-1995 HBA Growth Management Committees

1995 Adhoc Committee, Santa Rosa Island Authority, Santa Rosa Island Ordinances 1996 Chairman, Santa Rosa Island, Commercial Lease Extension Committee

Pensacola Chamber of Commerce
United States Chamber of Commerce
Florida Chamber of Commerce



Gulf Breeze Chamber of Commerce
SERTOMA
Escambia County Marine Recreation Committee
2004 ADHOL Committee
Santa Rosa Island Authority: Commercial Lease Extension Committee
Managing Committee Member Zone Data Systems

Some of the clients that I have had the pleasure to complete appraisal reports for are:

Coastal Bank and Trust
Pen Air Federal Credit Union
People's First Community Bank
Bank of America
First National Bank of Florida
1st American Bank
Compass Bank

SunTrust Bank
SunTrust Mortgage
Hancock Bank
PGP Valuation (FDIC)
Federal Marshall
City of Pensacola
Navy Federal Credit Union

First Union National Bank

First South Bank
Regions Mortgage
Regions Bank
Local Attorneys and Private Developers
Gulf Breeze Chamber of Commerce
Vision Bank
City of Pensacola
RBC Bank
Synovus Bank
BBVA Compass Bank

Relocation Companies

Wachovia Bank, N.A.
Compass Bank
Adams Homes of NW FL
GMAC Mortgage
United Bank
Escambia County
Doral Bank
Wells Fargo Bank
Harvesters Credit Union
Alostar Bank

PROFESSIONAL EXPERIENCE

I entered the field of Real Estate in the summer of 1977. My experience in property marketing initiated interest in the appraisal area. Since 1978, I have devoted my time to the study of real estate appraisal, combined with practical experience. This experience has included proposed and existing appraisals of single and multifamily residences, fast-food restaurants, retail establishments, office buildings, hotels, motels, churches, industrial warehousing, night clubs, acreage, subdivisions developments and specialized properties.

I have been qualified as an expert witness in Federal Court.

I have been qualified as an expert witness in Escambia County Circuit Court.

I have been qualified as an expert witness in Santa Rosa County Circuit Court.



3517 N. Market Street

PROFESSIONAL REFERENCES

Regions Realty Services
215 Forrest St.
Hattiesburg, MS 39401
Tom Kennedy
(850)444-1000

Synovus
400 Garden Street
Pensacola, FL 32502
Ms. Jamie Brazell
(850)475-3013

Summit Bank, NA
P.O. Box 13523
Pensacola, FL 32591
Ms. Patti Clark
(850)433-5350

Adams Homes
3000 Gulf Breeze Pkwy.
Gulf Breeze, FL 32563
Mr. Wayne Adams, President
(850)934-0470

Beach Community Bank
17 SE Eglin Parkway
Ft. Walton Beach, FL 32549
Mr. Tony Hughes, President
(850)244-9900

Gulf Coast Community Bank
40 N. Palafox Street
Pensacola, Florida 32502
Mr. Buzz Ritchie, President
(850)434-9300



ADDENDA





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

Public Works Department
3383 West Park Place
Pensacola, FL 32505
(850) 595-3440
(850) 595-3444
www.myescambia.com

Date: 5/08/2012

Appraiser: G. Daniel Green & Associates, Inc.

Property to be Appraised: 3517 N. Market Street

Parcel ID: 09-2S-30-0600-000-014

Date of Market Value: Date of Inspection

Interest to be Appraised: Fee Simple

Report Type: Summary Narrative

Fee (Including all Expenses): \$1,450.00

Escambia County Contact Person: Judy Cantrell or Larry Goodwin

Contact For Property Access: E. Escobar Phone: 850-607-6139

Required Completion Date: 06/05/2012 Report Delivery: Hard Copy | Electronic

Dear Appraiser:

Escambia County hereby requests your services in providing a Summary Appraisal on the above referenced real estate, including all applicable valuation approaches. Regulations require the appraisal to be signed by the Appraiser to whom the engagement letter is addressed.

The purpose of the appraisal is to estimate the Market Value of the interest in the above-captioned real estate. Regulations and guidelines require an "as is" value consisting of "the current market value of the property in its actual physical condition and subject to the zoning in effect as of the date of the appraisal (a current date of value)."

The intended user/client is Escambia County and/or its affiliates with an intended use for acquiring the parcel of property for drainage improvements.

Under the Gramm-Leach-Bliley Act, all provided information concerning the subject property and borrower, as well as the opinions and results of the appraisal, are confidential and cannot be distributed/ discussed with any other user/client without prior written approval from Escambia County. You are authorized to commence with the appraisal upon acceptance of this engagement letter and its prompt return to the Bank within the specified time as noted in this letter agreement. The above referenced, agreed upon appraisal fee is a gross fee, inclusive of all expenses, and will be paid as specified in this letter agreement. In order to comply with federal regulations, the appraisal is required to conform to the following minimum standards:

1) Compliance:

a. The Appraisal must conform to generally accepted appraisal standards as evidenced by the Uniform Standards of Professional Appraisal Practice (USPAP) and all of the related USPAP Supplemental Standards;

i. And the appraisal guidelines and requirements pursuant to FIRREA;

ii. And for members of the Appraisal Institute the Code of Professional Ethics and Standards of Professional Appraisal Practice will apply and must be stated in the appraisal summary report.

b. The Appraiser and this Appraisal must conform to the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 for all residential appraisals.



2) Format: Your appraisal(s) must be in writing and contain sufficient information and analysis to support the value. According to the OCC 2006-27 revisions to the USPAP, Scope of Work (SOW) Appraiser must determine an appropriate Scope of Work that should be performed to produce "credible assignment results".

3) Site Inspection: The subject property is to be physically inspected thoroughly both interior and exterior by the appraiser, unless otherwise directed by client in writing.

4) Deductions: The Appraisal must analyze and report appropriate deductions and discounts for proposed construction or renovation, partially leased buildings, non-market lease terms, and tract developments with unsold units;

5) Market Value: Your opinion must be based on market value. "Market Value" as defined by par 323.2 (g) of FDIC Rules and Regulations means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- a. Buyer and seller are typically motivated.
- b. Both parties are well informed or well advised, and acting in what they consider their own best interest.
- c. A reasonable time is allowed for exposure in the open market.
- d. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto;
- e. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

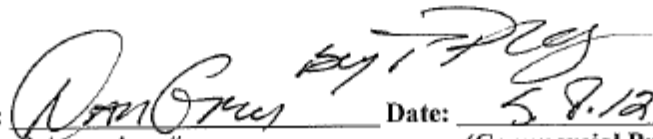
6) Certified Appraiser: The Appraisal must be performed and signed by an appraiser certified in the state where the property is located, state certified general appraiser for commercial properties or when applicable for residential properties a state certified residential real estate appraiser.

Deliver to: Escambia County

Please note that neither your engagement to make this appraisal (or any future appraisals for this client) nor any compensation therefore are contingent upon the reporting of a predetermined value, the amount of the value, the attainment of a stipulated result, or the occurrence of a subsequent event. Please show your agreement and understanding of this engagement letter with your signature in the space provided below and return (via U.S. Mail, Facsimile, or attachment to email) at your earliest convenience. Any questions regarding this engagement letter or concerns arising during the valuation of the subject property should be directed to the undersigned. Thank you for your consideration and service.

Sincerely,


Escambia County

Accepted Appraiser:  Date: 5.8.12

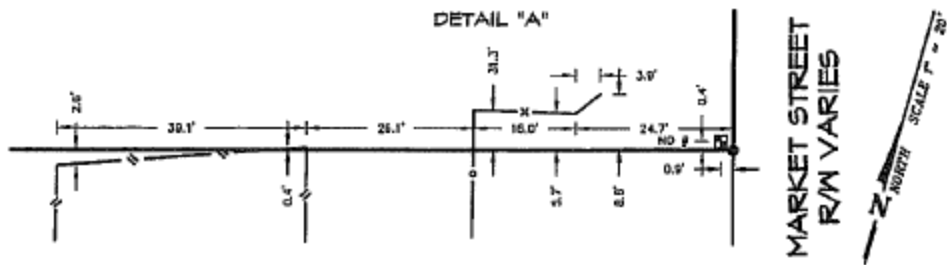
State Certified General Appraiser # _____ (Commercial Properties)

State Certified Real Estate Appraiser # _____ (Residential Properties)



 <p>PITTMAN, GLAZE AND ASSOCIATES, INC.</p>	<p>A BOUNDARY SURVEY AND LOCATION OF IMPROVEMENTS OF A PORTION OF SECTION 9, T-2-S, R-30-W MARKET STREET DRAINAGE</p>	<p>LAND SURVEYORS 700 NORTH NINTH AVENUE PENSACOLA, FL 32501 Phone (850) 434-6666 Fax (850) 434-6661 Email: pgoosurvey@bellsouth.net</p>
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SHEET 1 OF 2



SURVEYOR'S NOTES:

1. Subject to setbacks, easements and restrictions of record.
2. This survey is subject to any facts that may be disclosed by a full and accurate title search. No title work performed by this firm.
3. This survey does not reflect or determine ownership.
4. This drawing only reflects setback lines, which appear on the recorded plat. This property may also be subject to setback lines mandated by zoning ordinances and/or restrictive covenants of record.
5. Footers and foundations below natural grade not located.

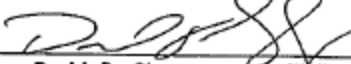
LEGAL DESCRIPTION:


Begin 30 feet West and 414.10 feet South of the northeast corner of Government Lot 6, Section 9, Township 2 South, Range 30 West, Escambia County, Florida, said point begin on the westerly right of way line of Market Street (R/W varies); thence South 15 degrees 40'41" East along said westerly right of way line for a distance of 200.00 feet; thence South 73 degrees 56'10" West for a distance of 424.69 feet to the easterly right of way line of Railroad (100' R/W), said point being on a circular curve concave to the northwest, having a radius of 11209.94 feet and delta angle of 01 degrees 10'43"; thence Northeasterly along said easterly right of way for an arc distance of 230.58 feet (chord distance of 230.58 feet, and chord bearing of North 13 degrees 46'48" East); thence North 73 degrees 56'10" East for a distance of 311.30 feet to the point of beginning.

All lying and being in Section 9, Township 2 South, Range 30 West, Escambia County, Florida. Containing 1.69 acres, more or less.

TAX MAPS; PUBLIC RECORDS; SURVEYS BY THIS FIRM; D.O.T. R/W MAP SECTION 48BII-2603;
 Source of Information: RECORDED PLAT: BUDD PROPERTY (P.B. 1, P. 46), BELL ACRES (P.B. 2, P. 10)
 Measurements made in accordance to United States Standards.

I hereby certify that this survey was made under my responsible charge and meets the Minimum Technical Standards as set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17.050, 5J-17.051 and 5J-17.052, pursuant to Section 472.027 Florida Statutes.


David D. Glaze
 PSM #5605


Walter J. Glaze
 PSM #6190

Date of Plat <u>2-16-12</u>	LB No. 107B
Date of Survey <u>12-16-11</u>	NOT VALID UNLESS IMPRINTED WITH EMBOSSSED SEAL AND SIGNED BY SURVEYOR
Elevation Reference _____	
Encroachments <u>FENCES</u>	
Bearing Reference <u>NORTH BASED ON STATE PLANE COORDINATE SYSTEM (GRID NORTH)</u>	
Ordered By <u>TRACY BOUTWELL</u>	
Scale <u>1" = 20'</u>	Job No. <u>3495-11</u>
FB <u>1446</u> PG <u>63-73</u> File No. <u>A-14081</u>	
FB _____ PG _____	Drawn By <u>PMJ</u>

PROPOSED ACQUISITION OF A PORTION OF PROPERTY @ 3517 MARKET ST.



2009 AERIAL PHOTOS



ESCAMBIA COUNTY PUBLIC
WORKS DEPARTMENT
LWG 07/15/11 DISTRICT 3

-  PARCEL OWNED BY PATCHES I, INC. / 2.69 ACRES
-  PORTION TO BE ACQUIRED / 1.69 ACRES



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3301

County Administrator's Report 13. 8.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/18/2012

Issue: Schedule a Public Hearing to Consider the Vacation of Grimes Lane, on the Board's Own Motion

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Scheduling of a Public Hearing to Consider the Vacation of Grimes Lane, on the Board's Own Motion - Joy D. Blackmon, P.E., Public Works Department Director

That the Board schedule a Public Hearing for November 15, 2012, at 5:32 p.m., to consider the vacation of Grimes Lane (approximately 0.07 acres) on the Board's own motion:

A. Schedule a Public Hearing for November 15, 2012, at 5:32 p.m., to consider the vacation of Grimes Lane (approximately 0.07 acres); and

B. Authorize the expenditure of funds for all costs associated with this vacation.

[Funding Source: Fund 175, "Transportation Trust Fund," Accounts 211602/54901]

Grimes Lane is a County-maintained dirt road located in the Walnut Hill Community which extends east off South Highway 99 for approximately 1,515 feet. Because the County has no dedicated or deeded right-of-way for Grimes Lane, Staff is requesting that the County vacate any interest the County has in Grimes Lane. There are only two property owners abutting Grimes Lane, each having access to their property from South Highway 99. The two abutting property owners have been contacted and have no objections to the requested vacation.

BACKGROUND:

Grimes Lane is a County-maintained dirt road located in the Walnut Hill Community which extends east off S. Highway 99 for approximately 1,515 feet. Because the County has no dedicated or deeded right-of-way for Grimes Lane, Staff is requesting that the County vacate any interest the County has in Grimes Lane. There are only two property owners abutting Grimes Lane, each having access to their property from S. Highway 99. The two abutting property owners have been contacted and have no objections to the requested vacation.

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

BUDGETARY IMPACT:

Funds for legal advertisements and document recordings are available in Fund 175 “Transportation Trust Fund,” Account 211602/54901.

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:

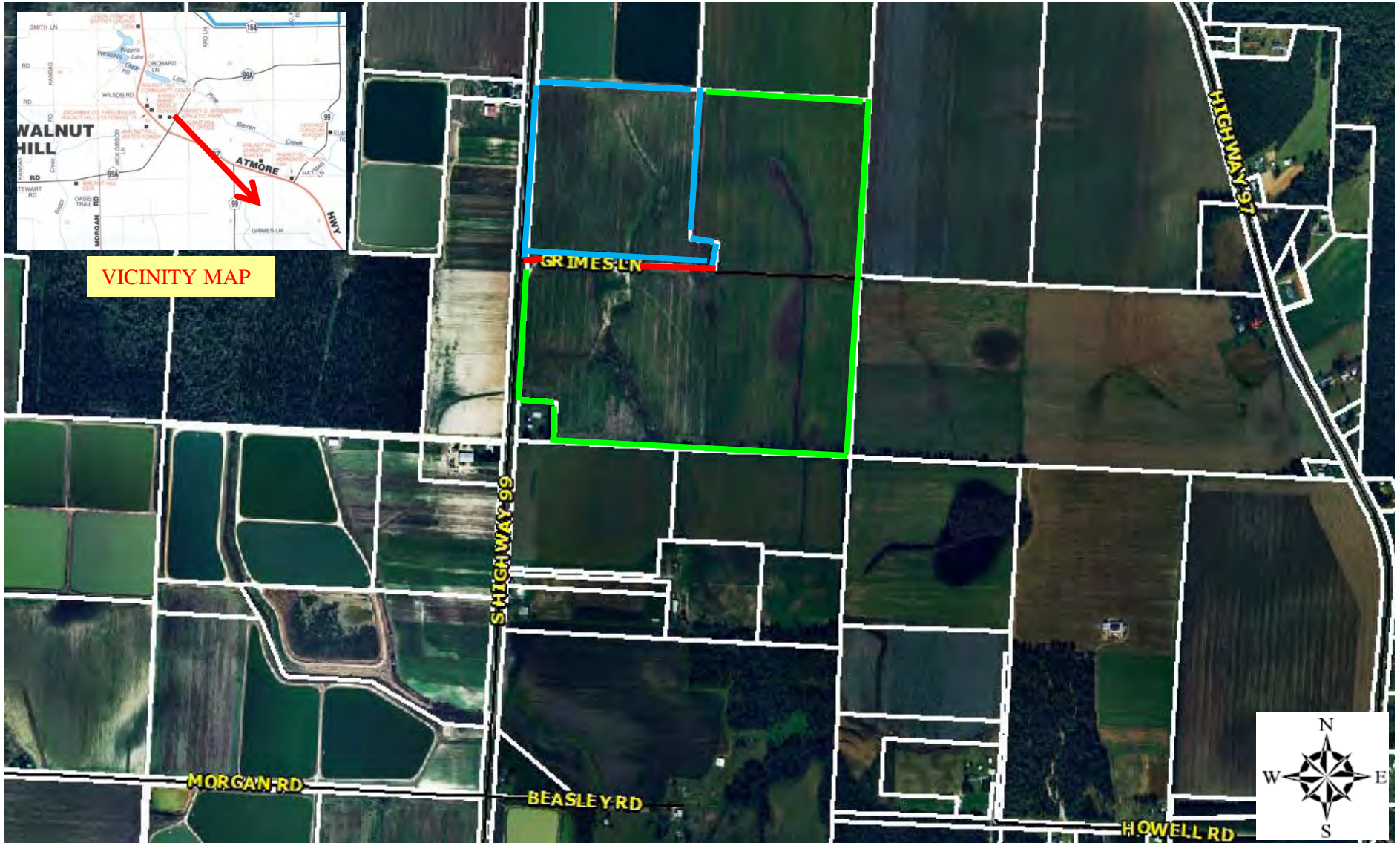
Once the Public Hearing has been scheduled, the date and time will be advertised, and all owners of property within 500 feet will be notified. It will be the responsibility of County staff to place the advertisement and notify property owners.

Attachments

Aerial View Map

PROPOSED VACATION GRIMES LANE




Petitioner: Boards Own Motion



VICINITY MAP



ESCAMBIA COUNTY
PUBLIC WORKS DEPARTMENT
JCC 07/18/12 DISTRICT 5

-  Proposed Vacation Grimes Lane
-  Burton Ward Property
-  Brett Ward Property



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3303

County Administrator's Report 13. 9.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/18/2012

Issue: Acceptance of Temporary Access Easements for the Jones Creek East Stream Restoration Project

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the County's Acceptance of Temporary Access Easements for the Jones Creek East Stream Restoration Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the County's acceptance of Temporary Access Easements for the Jones Creek East Stream Restoration Project:

- A. Authorize the Chairman or Vice Chairman to accept the Temporary Access Easements for the Jones Creek East Stream Restoration Project as of the day of delivery of the Easements to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time; and
- B. Authorize the payment of incidental expenses associated with the recording of the Temporary Access Easements.

[Funds for incidental expenses associated with the recording of the Easements are available in an Engineering Escrow Account, accessed by the Escambia County Clerk's Office]

BACKGROUND:

Escambia County's Community and Environment Department has an ongoing improvement and restoration project for Jones Creek. Meeting in regular session on May 21, 2009, the Board approved the recommendation presented at the May 14, 2009, Committee of the Whole, which authorized staff to initiate the acquisition of easements for the Jones Creek East Stream Restoration Project. Staff has acquired some properties and some permanent easements to facilitate the restoration project.

Based on the topography of the area and environmentally sensitive areas, it was determined that the County needed more suitable access areas for the construction phase of the project. Staff is requesting Board approval to accept the Temporary Access Easements.

BUDGETARY IMPACT:

Funds for incidental expenses associated with the recording of the easements are available in an Engineering Escrow Account, accessed by the Escambia County Clerk's Office.

LEGAL CONSIDERATIONS/SIGN-OFF:

The easements were approved as to form and legal sufficiency by Stephen West, Assistant County Attorney, on September 28, 2012.

PERSONNEL:

All work is being done in-house and no additional staff is required.

POLICY/REQUIREMENT FOR BOARD ACTION:

Upon Board approval, staff will maintain compliance with Section 46-139 of the Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon board approval, Staff will proceed with the recording of the easements in the public records.

Attachments

Temp Construction Easements

BCC action 5/21/09

aerial view map

This document was prepared by:
Brent Wipf, Environmental Programs Manager
3363 West Park Place
Pensacola, FL 32505

STATE OF FLORIDA
COUNTY OF ESCAMBIA

TEMPORARY ACCESS EASEMENT

THIS GRANT OF TEMPORARY ACCESS EASEMENT is made this 25 day of September 2012, by and between the **Area Housing Commission**, a public body corporate and politic, whose address is P.O. Box 18370, Pensacola, FL 32523 (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:

WHEREAS, Grantor is the owner of the real property located in Escambia County, Florida, more particularly described on attached Exhibit A (the Property); and

WHEREAS, Grantee desires to enter upon the Property for the purpose of access to the adjacent parcels during construction of improvements related to the Jones Creek East Restoration Project; and

WHEREAS, Grantor has agreed to grant a Temporary Access Easement to Grantee over and across the Property;

NOW, THEREFORE, Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration paid by the Grantee to Grantor, does grant to Grantee and its successors and assigns, an easement over and across the Property described in the attached Exhibit A for the purpose of access to the adjacent parcels during construction of improvements related to the Jones Creek East Restoration Project.

THIS TEMPORARY ACCESS EASEMENT will expire upon completion of the Jones Creek East Restoration Project, but no later than 18 months from the executed date of this easement. By accepting this easement, Grantee agrees to restore Grantor's property to *original* or better condition upon completion of the project. Grantee further agrees that it will not compromise the root systems of large oak trees on the Property, including without limitation, not parking or driving heavy equipment under the canopy of the large oak trees located on the Property or on the perimeter of the Property.

Signed, sealed and delivered
in our presence as Witnesses:

Witness Beri Manning
Print Name Beri Manning

Witness Brent Wipf
Print Name Brent Wipf

AREA HOUSING COMMISSION

Shirley Henderson
By: Shirley Henderson
Its: Chairman of the Board
Date: 9-25-12

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 25th day of September, 2012, by Shirley Henderson as Chairman of the Board of the Area Housing Commission. She is personally known to me, or who produced current _____ as identification.

(Notary Seal)

Gwendolyn D. Butler
Signature of Notary Public
Gwendolyn D. Butler
Notary Public State of Florida
My comm. exp. April 24, 2014
Comm No. DD961839
Printed Name of Notary Public

ACCEPTANCE

This TEMPORARY ACCESS EASEMENT was accepted by Escambia County, Florida on the _____ day of _____ 2012, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting on May 21, 2009, _____, 2012.

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
(Seal)

This document approved as to form
and legal sufficiency.
By [Signature]
Title Asst. County Attorney
Date Sept. 28, 2012

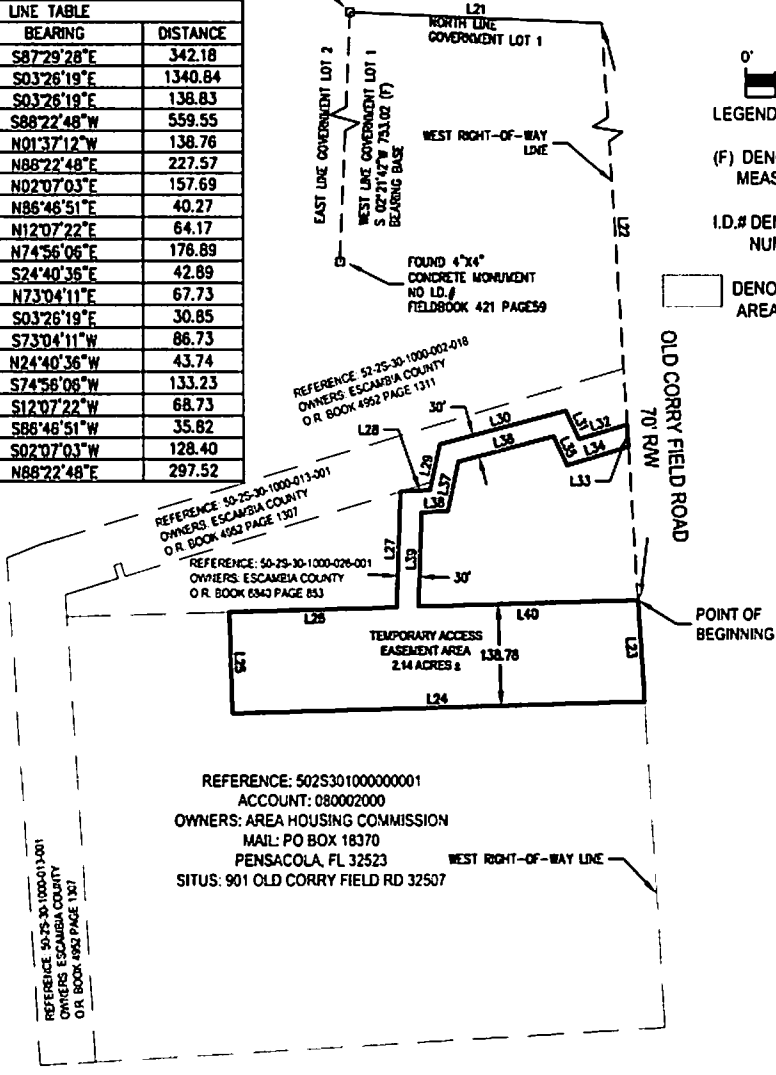
LEGAL DESCRIPTION AND SKETCH EXHIBIT "A"

POINT OF COMMENCEMENT
NORTHWEST CORNER OF LOT 1
FOUND 4"x4" CONCRETE
MONUMENT WITH BRASS CAP
NO IDENTIFICATION NUMBER
FIELD BOOK 421 PAGE 62

LINE	BEARING	DISTANCE
L21	S87°29'28"E	342.18
L22	S03°26'19"E	1340.84
L23	S03°26'19"E	138.83
L24	S88°22'48"W	559.55
L25	N01°37'12"W	138.76
L26	N88°22'48"E	227.57
L27	N02°07'03"E	157.69
L28	N88°46'51"E	40.27
L29	N12°07'22"E	64.17
L30	N74°56'06"E	176.89
L31	S24°40'36"E	42.89
L32	N73°04'11"E	67.73
L33	S03°26'19"E	30.85
L34	S73°04'11"W	86.73
L35	N24°40'36"W	43.74
L36	S74°56'06"W	133.23
L37	S12°07'22"W	68.73
L38	S88°46'51"W	35.82
L39	S02°07'03"W	128.40
L40	N88°22'48"E	297.52



LEGEND
(F) DENOTES FIELD MEASUREMENT
I.D.# DENOTES IDENTIFICATION NUMBER
□ DENOTES EASEMENT AREA



SURVEYOR'S NOTES:

- 1) NO TITLE SEARCH, TITLE OPINION, OR ABSTRACT WAS PERFORMED BY NOR PROVIDED FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHT-OF-WAY, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
- 2) UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
- 3) NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN.
- 4) ALL ENCROACHMENTS AND OR IMPROVEMENTS ARE AS SHOWN OR NOTED.
- 5) MEASUREMENTS MADE IN ACCORDANCE WITH UNITED STATES STANDARD FOOT.
- 6) FIELD DATE: JULY 06, 2001; FIELD NOTES RECORDED IN FIELD BOOK 211, PAGES 1, 9, 25, 62-63, 74-75.
- 7) THE SURVEY DATUM SHOWN HEREON IS BASED ON ESCAMBIA COUNTY DEEDS OF RECORD; ESCAMBIA COUNTY TAX ASSESSOR SECTION MAPS FOR SECTION 52 & 50, TOWNSHIP 2 SOUTH, RANGE 30 WEST; LEGAL DESCRIPTION AND SKETCH BY ESCAMBIA COUNTY, DRAWING NUMBER L-4367, DATED 02/05/2002 AND EXISTING FIELD MONUMENTATION.
- 8) THE BEARINGS SHOWN HEREON WERE REFERENCED TO SOUTH 02°21'42" WEST ALONG THE WEST LINE OF GOVERNMENT LOT 1, SECTION 52, TOWNSHIP 2 SOUTH, RANGE 30 WEST AS REFERENCED TO FLORIDA STATE PLANE COORDINATE SYSTEM, FL NORTH LAMBERT, NAD 83/90.

LEGAL DESCRIPTION AND SKETCH ~ THIS IS NOT A SURVEY

Drawn By: CSR	Project No.: 20110107	ENGINEERING DEPARTMENT ESCAMBIA COUNTY, FLORIDA 1363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505	
Survey Date: 07/06/01	Drawing No. L-4941	Date:	
Drawing Date: 08/14/2012	Field Book: L421 Page: 43-61		
Section, Township, Range: 50, T-2-S, R-30-W			
Type of Survey: Legal Description and Sketch	Sheet No. 1 of 2		
Revisions:	Date:		
R.S. Colococo Professional Surveyor and Mapper No. 6049 The Legal Description and Sketch shown hereon is true and correct and in compliance with the Minimum Technical Standards set forth by the Florida Board of Professional Surveyors & Mappers, in Chapter SJ-17.050, SJ-17.051 and SJ-17.052, Florida Administrative Code pursuant to Section 472.027, Florida Statutes.			


LEGAL DESCRIPTION AND SKETCH EXHIBIT "A"

Legal Description
Temporary Access Easement
August 14, 2012

A parcel of land lying and being in Section 50, Township 2 South, Range 30 West, Escambia County, Florida, being more particularly described as follows:

Commence at a concrete monument at the Northwest corner of Government Lot 1, of Section 52, Township 2 South, Range 30 West; thence run South 87°29'28" East along the Northerly line of said Government Lot 1 a distance of 342.18 feet to the West right-of-way line of Old Corry Field Road (70' R/W); thence run South 03°26'19" East along said Westerly right-of-way line a distance of 1340.84 feet; to the Point of Beginning; thence continue along said right-of-way line South 03°26'19" East for a distance of 138.83 feet; thence departing said right-of-way line run South 88°22'48" West for a distance of 559.55 feet; thence run North 01°37'12" West for a distance of 138.76 feet; thence run North 88°22'48" East for a distance of 227.57 feet; ; thence run North 02°07'03" East for a distance of 157.69 feet; thence run North 86°46'51" East for a distance of 40.27 feet; thence run North 12°07'22" East for a distance of 64.17 feet; thence run North 74°56'06" East for a distance of 176.89 feet; thence run South 24°40'36" East for a distance of 42.89 feet; thence run North 73°04'11" East for a distance of 67.73 feet to the Westerly right-of-way line of Old Corry Field Road (70' R/W); thence run South 03°26'19" East along said right-of-way line for a distance of 30.85 feet; thence departing said right-of-way line run South 73°04'11" West for a distance of 86.73 feet; thence run North 24°40'36" West for a distance of 43.74 feet; thence run South 74°56'06" West for a distance of 133.23 feet; thence run South 12°07'22" West for a distance of 68.73 feet; thence run South 86°46'51" West for a distance of 35.82 feet; thence run South 02°07'03" West for a distance of 128.40 feet; thence run North 88°22'48" East for a distance of 297.52 feet to the Point of Beginning, containing 2.14 acres, more or less.

LEGAL DESCRIPTION AND SKETCH - THIS IS NOT A SURVEY

Drawn By: CSR	Project No.: 20110107	ENGINEERING DEPARTMENT ESCAMBIA COUNTY, FLORIDA 3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505	
Survey Date: 07/06/01	Drawing No. L-4941		
Drawing Date: 08/14/2012	Field Book: L421 Page: 43-61		
Section, Township, Range: 50, T-2-S, R-30-W			
Type of Survey: Legal Description and Sketch		UNLESS ACCOMPANIED BY SHEET ONE THAT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.	
Revisions:	Sheet No. 2 of 2 Date:		

This document was prepared by:
Brent Wipf, Environmental Programs Manager
3363 West Park Place
Pensacola, FL 32505

STATE OF FLORIDA
COUNTY OF ESCAMBIA

TEMPORARY ACCESS EASEMENT

THIS GRANT OF TEMPORARY ACCESS EASEMENT is made this 23rd day of August 2012, by and between the **Emerald Coast Utilities Authority**, a local governmental body, corporate and politic, of the State of Florida, whose address is 9255 Sturdevant Street, Pensacola, Florida (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:

WHEREAS, Grantor is the owner of the real property located in Escambia County, Florida, more particularly described on attached Exhibit A (the Property); and

WHEREAS, Grantee desires to enter upon the Property for the purpose of access to the adjacent parcels during construction of improvements related to the Jones Creek East Restoration Project; and

WHEREAS, Grantor has agreed to grant a Temporary Access Easement to Grantee over and across the Property;

NOW, THEREFORE, Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration paid by the Grantee to Grantor, does grant to Grantee and its successors and assigns, a temporary access easement over and across the Property described in the attached Exhibit A for the purpose of access to the adjacent parcels during construction of improvements related to the Jones Creek East Restoration Project.

THIS TEMPORARY ACCESS EASEMENT will expire upon completion of the Jones Creek East Restoration Project, but no later than 18 months from the executed date of this easement. By accepting this easement, Grantee agrees to restore Grantor's property to original or better condition upon completion of the project.

Signed, sealed and delivered
in our presence as Witnesses:



Witness Sharon T. Harrell
Print Name Sharon T. Harrell

EMERALD COAST UTILITIES
AUTHORITY
Stephen E. Sorrell
By Stephen E. Sorrell, P.E.
Executive Director

Witness Linda G. Iversen
Print Name Linda G. Iversen

Date: 8-23-12

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 23rd day of August, 2012, by Stephen E. Sorrell as Executive Director of the Emerald Coast Utilities Authority. He is personally known to me, or who produced current as identification.

(Notary Seal) LINDA G. IVERSEN
Notary Public-State of Florida
My commission expires Feb. 18, 2019
Comm. No. DD 843119

Linda G. Iversen
Signature of Notary Public

Printed Name of Notary Public

ACCEPTANCE

This TEMPORARY ACCESS EASEMENT was accepted by Escambia County, Florida on the _____ day of _____ 2012, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting on May 21, 2009, 2012.

This document approved as to form and legal sufficiency.
By [Signature]
Title Asst. County Attorney
Date Sept 28, 2012

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

(Seal)

EXHIBIT A

An easement for temporary access from Emerald Coast Utilities Authority being (Area 1) the North 80.00 feet parallel to the North property line of the following described property (parcels 52-2S-30-1000-000-003 and 52-2S-30-2501-000-018) as recorded in Official Records Book 2536 Page 932 of Escambia County, Florida.

Commence at the intersection of the North line of Government Lot 1, Section 52, Township 2 South, Range 30 West and the Westerly right of way line of Corry Field Road (70 foot right of way, State Road #295-A) according to the plat of Westerly Heights as recorded in Plat Book 2 at page 14 of the public records of Escambia County, Florida; thence South 4 degrees 47 minutes East along the said Westerly right of way line for a distance of 1007.01 feet, more or less, to the Northerly shore line of Bayou Chico Creek and the point of beginning; thence North 4 degrees 47 minutes West along the said Westerly right of way line for a distance of 250.00 feet, more or less, to a point which is 757.01 feet South of the said intersection of the North line of Government Lot 1; thence North 88 degrees 48 minutes 30 seconds West and parallel to the North line of said Government Lot 1 for a distance of 418.93 feet to the Westerly line of said Government Lot 1; thence South 1 degree 00 minutes West along the said Westerly line of Government Lot 1 for a distance of 417.08 feet, more or less, to the said Northerly line of Bayou Chico Creek; thence meander Northeasterly along the said Northerly shore line to the said Westerly right of way line of Corry Field Road and the point of beginning, containing 3.322 acres and lying and being in Government Lot 1, Section 52, Township 2 South, Range 30 West, Escambia County, Florida.

LESS AND EXCEPT: Any portion of the above described property located within parcel 52-2S-30-1000-002-018 as recorded in Official Records Book 4952 Page 1311 of Escambia County, Florida.

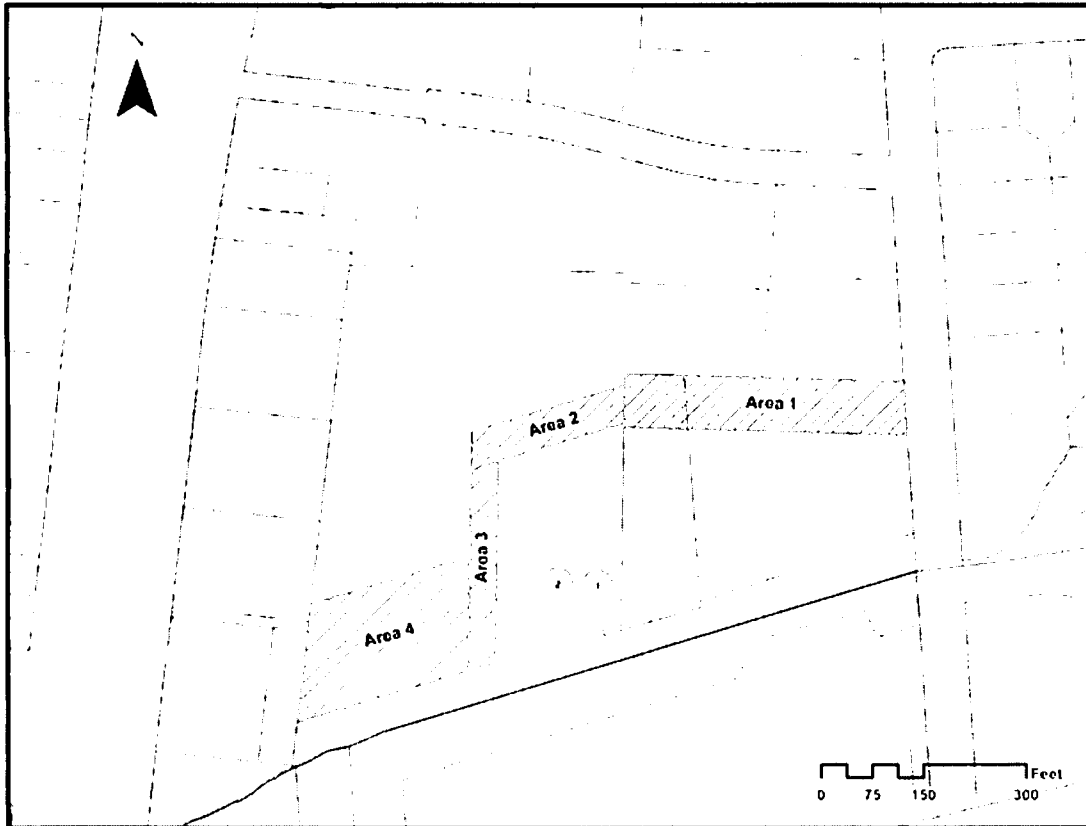
AND ALSO:

An easement for temporary access from Emerald Coast Utilities Authority being (Area 2) the North 65.00 feet of the South 355.00 feet of the East 225.00 feet parallel to the North property line of the below described less and except parcel, and (Area 3) the West 40.00 feet of the East 225.00 feet of the South 310.00 parallel to the East property line of the below described parcel, and (Area 4) the South 170.00 feet of the West 250.00 feet parallel to the North property line of the below described less and except parcel, of the following described property (parcel 52-2S-30-2501-001-018) as recorded in Official Records Book 2536 Page 933 of Escambia County, Florida.

Commence at the Northeast corner of Government Lot 2, Section 52, Township 2 South, Range 30 West; thence South 1 degree 00 minutes 00 seconds West along the East line of said lot for a distance of 1180.28 feet, more or less, to the center line of Bayou Chico Creek (also known as Jones Creek) for the point of beginning; thence North 1 degree 00 minutes 00 seconds East along the said East line for a distance of 580.28 feet, more or less, to a point that is 600.00 feet from the said Northeast corner; thence North 88 degrees 48 minutes 30 seconds West parallel to the North line of said lot for a distance of 406.96 feet to a point on a circular curve concave to the Southeast and concentric to the Easterly right of way line of Navy Boulevard (200 foot R/W) with a radius of 200.00 feet less than the radius of the said right of way line; thence Southerly along the arc of the said curve (radius of 3519.83 feet, chord length is 23.26 feet, chord bearing is South 5 degrees 10 minutes 54 seconds West) length is 23.26 feet to the point of tangent; thence South 4 degrees

59 minutes 33 seconds West along the tangent to the said curve, said tangent being 200.00 feet each of and parallel to the said Easterly right of way line for a distance of 726.00 feet, more or less, to the center line of Bayou Chico Creek; thence meander Northeasterly along the center line of the Creek to the point of beginning, containing 6.44 acres and lying and being in Government Lot 2, Section 52, Township 2 South, Range 30 West, Escambia County, Florida.

LESS AND EXCEPT: Any portion of the above described property located within parcel 52-2S-30-1000-002-018 as recorded in Official Records Book 4952 Page 1311 of Escambia County, Florida.



This document was prepared by:
Brent Wipf, Environmental Programs Manager
3363 West Park Place
Pensacola, FL 32505

STATE OF FLORIDA
COUNTY OF ESCAMBIA

TEMPORARY ACCESS EASEMENT

THIS GRANT OF TEMPORARY ACCESS EASEMENT is made this 21st day of August 2012, by and between **The District Board of Trustees of Pensacola State College, Florida** whose address is 1000 College Boulevard, Pensacola, FL 32504 (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:

WHEREAS, Grantor is the owner of the real property located in Escambia County, Florida, more particularly described on attached Exhibit A (the Property); and

WHEREAS, Grantee desires to enter upon the Property for the purpose of thinning existing vegetation along Jones Creek to improve visibility and therefore safety on the adjacent pedestrian boardwalk; and

WHEREAS, Grantor has agreed to grant a Temporary Access and Maintenance Easement to Grantee over and across the Property;

NOW, THEREFORE, Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration paid by the Grantee to Grantor, does grant to Grantee and its successors and assigns, an easement over and across the Property described in the attached Exhibit A for the purpose of thinning existing vegetation along Jones Creek to improve visibility and therefore safety on the adjacent pedestrian boardwalk.

THIS TEMPORARY ACCESS AND MAINTENANCE EASEMENT will expire upon completion of the Jones Creek East Restoration Project, but no later than 12 months from the executed date of this easement. By accepting this easement, Grantee agrees to restore Grantor's property to original or better condition upon completion of the project.

Signed, sealed and delivered
in our presence as Witnesses:

**THE DISTRICT BOARD OF
TRUSTEES OF PENSACOLA STATE
COLLEGE, FLORIDA**

Witness *Tracy L Price*
Print Name Tracy L Price

Witness *Carmel Boyle*
Print Name Carmel Boyle

C. Edward Meadows
By: C. Edward Meadows
Its: President
Date: 8/21/12

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21st day of August, 2012, by C. Edward Meadows as President of The District Board of Trustees of Pensacola State College, Florida. He is () personally known to me, () or who produced current _____ as identification.

(Notary Seal)

Carmel Boyle
Signature of Notary Public
Carmel Boyle
Printed Name of Notary Public



ACCEPTANCE

This TEMPORARY ACCESS AND MAINTENANCE EASEMENT was accepted by Escambia County, Florida on the _____ day of _____ 2012, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting on ~~May 21,~~ 2009. _____, 2012.

This document approved as to form and legal sufficiency.

By *Wilson B. Robertson*
Title Asst. County Attorney
Date Sept. 28, 2012

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

(Seal)

Approved as to Form:

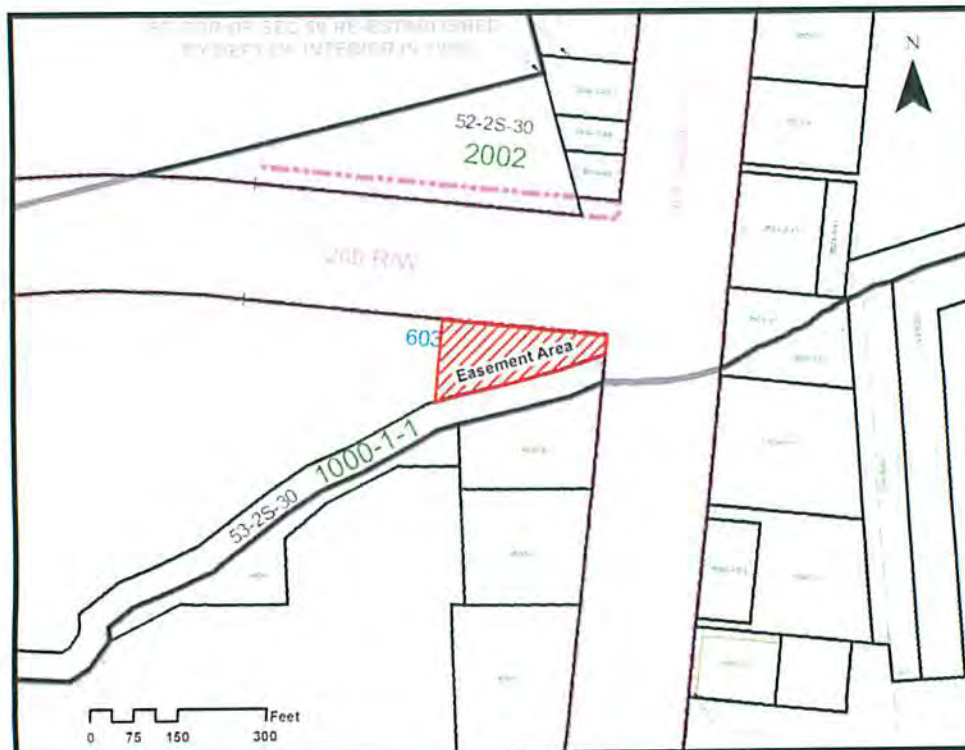
By *Thomas J. Gilliam, Jr.*
Thomas J. Gilliam, Jr., General Counsel
Pensacola State College

EXHIBIT A

An easement for temporary access and maintenance from The District Board of Trustees of Pensacola College being the East 300.00 feet parallel to the East property line of the following described property (53-2S-30-1000-000-001) as recorded in Official Records Book 997 Page 932 of Escambia County, Florida.

From a concrete monument the Northeast corner of Section 21, Range 31 West, Township 2 South, proceed $S01^{\circ}54'W$ along the East line of Range 31 West (West line of Range 30 West) to the intersection with the South right-of-way line of U.S. Highway 98, marked by a concrete monument, a distance of 2151.2 feet, more or less, to the Point of Beginning; thence proceed in an Easterly direction along the curve of the South right-of-way line of U.S. Highway 98 for a distance of 579.60 feet, to the point of tangency of the curve, thence $S89^{\circ}18'E$ along the South right-of-way line of U.S. Highway 98 for a distance of 2605.75 feet, more or less, to the point of curvature, thence in a Northeasterly direction along curvature of the South right-of-way of U.S. Highway 98 for a distance of 1053.0 feet, more or less, to the point of tangency, thence $N74^{\circ}47'E$ along the South right-of-way line of U.S. Highway 98 for a distance of 1599.71 feet to the point of curvature, thence in a Southeasterly direction along the curve of the South right-of-way of U.S. Highway 98 for a distance of 974.40 feet to the point of tangency, thence $S85^{\circ}01'E$ along the South right-of-way of Highway 98 for a distance of 603.30 feet to a point on the East government property line, thence $S15^{\circ}19'E$ along government property line for a distance of 65 feet, more or less, to the intersection of the center line of Old Jackson Creek (Old Jackson Creek is also property line of U.S. Government), thence in a Southwesterly direction along a meandering line of the center line of Old Jackson Creek for a distance of 3625.0 feet, more or less, to a point, thence $S74^{\circ}35'W$ along government property line for a distance of 2740.0 feet to a point, thence $S88^{\circ}09'W$ along government property line for a distance of 1895.2 feet to a point, being the Southwest corner of government property thence $N01^{\circ}54'E$ for a distance of 1436.8 feet, more or less, to the Point of Beginning, containing 164.83 acres, more or less, as shown on Y & D drawing #966321.

LESS AND EXCEPT: Any portion of the above described property located within parcel 53-2S-30-1000-001-001 as recorded in Official Records Book 6673 Page 301 of Escambia County, Florida.



REGULAR BCC AGENDA – Continued

11. Committee of the Whole Recommendation(s)

Motion made by Commissioner Robinson, seconded by Commissioner White, and carried unanimously, taking the following action, as recommended by the Committee of the Whole (C/W), at the May 14, 2009, C/W Workshop:

1801

- A. Approving to proceed with the SAFER (*Staffing for Adequate Fire and Emergency Response*) Grant (*in the total amount of \$2,474,873 [Federal share in the amount of \$1,223,473 and a local match in the amount of \$1,251,400]*) (Item 4);
- B. Taking the following action concerning a public/private partnership to fund a study and develop a district overlay plan for the Perdido Key area (Item 9):
 - (1) Approving to enact a Countywide emergency moratorium (*see 5:32 p.m. Public Hearing*) on adult arcades, to allow staff to gain a better understanding regarding whether or not the Board has the ability to regulate, and what action the Board can take regarding, these games of chance; and
 - (2) Approving to advertise a Request for Proposals to study the costs associated with establishing an overlay district for Perdido Key;
- C. Taking the following action concerning Emergency Communications (Item 10):
 - (1) Approving Option 3 (*as outlined in the backup PowerPoint Presentation entitled Emergency Communications FCC Mandate Computer Aided Dispatch [CAD] Upgrade*), and re-program and replace the existing radio system shared by the County, Sheriff, and City of Pensacola, at a cost of \$2 million, plus \$200,000 per year for maintenance, to comply with the FCC (*Federal Communications Commission*) mandate that governments utilize narrowband radio channels by January 1, 2013; and
 - (2) Approving to upgrade the CAD System, at a cost of approximately \$85,000 for application software and hardware (*servers/workstations*);
- D. Approving to proceed with the *Interlocal Agreement Relating to Escambia County's Artificial Reef Sites* (Item 13);

(Continued on Page 8)

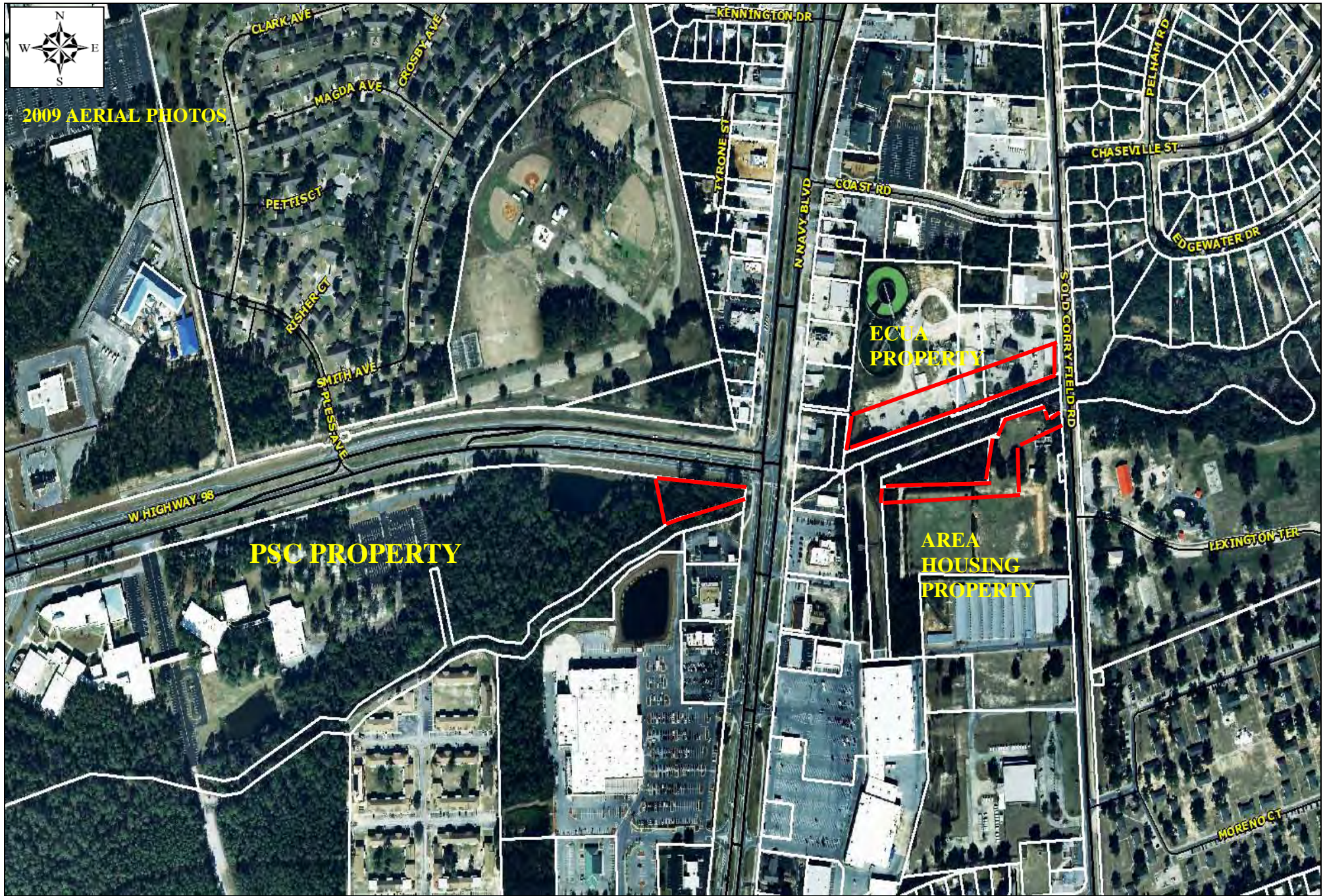
PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

REGULAR BCC AGENDA – Continued

11. Continued...

- E. Approving to recommend that the TDC (*Tourist Development Council*) form a subcommittee of the TDC (*Civic Center Advisory Board*), with the TDC to establish who will serve on, and the rules and procedures of, the subcommittee (Item 14);
- F. Authorizing staff to initiate the acquisition of easements, by donation, and property, by donation or purchase, within the Jones Creek East Stream Restoration project boundaries, with the process to include, but not be limited to, obtaining title commitments, Phase I Environmental Assessments, Appraisals, Surveys, and Inspections (Item 15);
- G. Authorizing the County Attorney to provide, at the Regular Board Meeting in July, a Resolution regarding the establishment of an Animal Services Advisory Committee (Item 17);
- H. Approving to waive the fees, in the amount of \$18,000, for the BRACE (*Be Ready Alliance Coordinating for Emergencies*) Hurricane Expo to be held at The Pensacola Civic Center on June 20, 2009 (Item 18); and
- I. Approving to appropriate \$15,000 from 4th Cent Tourist Development Tax proceeds to fund miscellaneous expenses associated with the July 4, 2009, *Kaboom – Pensacola Beach Fireworks Display* (Commissioner Robinson's Add-on Item 1).

JONES CREEK EAST STREAM RESTORATION PROJECT



ESCAMBIA COUNTY PUBLIC
WORKS DEPARTMENT
LWG 07/15/12 DISTRICT 2

 TEMPORARY ACCESS EASEMENT AREAS



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3309

County Administrator's Report 13. 10.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/18/2012

Issue: Supplemental Budget Amendment #002 - Voluntary Cleanup Tax Credit (VCTC) Payment

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #002 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #002, Community Development Block Grant (CDBG) Entitlement Fund (129) in the amount of \$175,460, to recognize the Voluntary Cleanup Tax Credit (VCTC) payment associated with ongoing environmental assessment, cleanup, and monitoring of the Brownfields site located at 603 West Romana Street (former Mosquito Control Facility), and to appropriate these funds for use in the continuing Brownfields Program.

BACKGROUND:

Brownfields assessment, cleanup and monitoring of the former Mosquito Control Facility site at 603 W. Romana Street has been ongoing for a number of years in conjunction with the Brownfields Program managed by the Community Redevelopment Agency (CRA) and funded through the Community Development Block Grant (CDBG) Program. CRA staff prepared and filed a Voluntary Cleanup Tax Credit (VCTC) application with the State of Florida to secure reimbursement of a portion of these costs through the tax credit program. The application was approved and on August 9, 2012, the Board authorized execution of the Purchase Agreement for State Tax Credits effectively giving the authority to sell the allocated VCTC tax credits to IGT, a Nevada Corporation. The tax credits were subsequently sold and the County has received a VCTC payment of \$175,459.93, which must now be budgeted in Fiscal Year 2013 for the Brownfields Program.

BUDGETARY IMPACT:

This will increase Fund 129 by \$175,460 which will be credited to the Brownfields Program.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board must approve increases and decreases in funding.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA# 002

**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 payment through the Voluntary Cleanup Tax Credit (VCTC) Program. This funding must now be recognized and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2013:

Fund Name	Fund Number	Account Code	Amount
Voluntary Cleanup Tax Credit (VCTC) Payments	129		
Revenue Title	Fund Number	Account Code	Amount
Voluntary Cleanup Tax Credit (VCTC) Payment (Brownfields/Romana Street)	129	new	175,460
Total			\$175,460

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Professional Services (Consulting Services/Brownfields)	129/22xxx (new)	53101	\$175,460
Total			\$175,460

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
#002



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3320

County Administrator's Report 13. 11.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/18/2012

Issue: Approval of \$260,000 Purchase Order for Santa Rosa Island Authority

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of \$260,000 Purchase Order for Santa Rosa Island Authority - Amy Lovoy, Management and Budget Services Department Director

That the Board approve a Purchase Order in the amount of \$260,000, for the Santa Rosa Island Authority (SRIA) to be paid from the Debt Service Fund 203, Cost Center 110248, Account 58101.

On September 18, 2008, the Board of County Commissioners defeased the 2002 Capital Improvement Revenue Bonds. This action basically forgave the \$560,000 annual contribution the SRIA makes toward the payment of this bond until such time that the debt service reserve was exhausted. Certain bond covenants preclude the ability to amend the Interlocal Agreement that requires the SRIA to contribute this money. Therefore, the SRIA will continue to contribute these funds. This year, due to budget cuts, the County will only return \$260,000 to the Island Authority.

The SRIA will then use these funds to continue their Economic Incentive Program for commercial leaseholders on the Island.

BACKGROUND:

On September 18, 2008 the Board of County Commissioners defeased the 2002 Capital Improvement Revenue Bonds. This action basically forgave the \$560,000 annual contribution the Santa Rosa Island Authority makes towards the payment of this bond until such time that the debt service reserve was exhausted. Certain bond covenants preclude the ability to amend the interlocal agreement that requires the SRIA to contribute this money. Therefore, the SRIA will continue to contribute these funds. This year due to budget cuts the County will only return \$260,000 to the Island Authority.

The Santa Rosa Island Authority will then use these funds to continue their economic incentive program for commercial leaseholders on the Island.

BUDGETARY IMPACT:

Funds are available in the Fiscal Year 2012/2013 Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board action is necessary for approval of purchase orders exceeding \$50,000.00.

IMPLEMENTATION/COORDINATION:

N/A



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3321

County Administrator's Report 13. 12.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/18/2012

Issue: Approval to Issue Fiscal Year 2012-2013 Purchase Orders in Excess of \$50,000.00

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval to Issue Fiscal Year 2012-2013 Purchase Orders in Excess of \$50,000, for the Management and Budget Services Department - Amy Lovoy, Management and Budget Services Department Director

That the Board, for the Fiscal Year 2012-2013, approve the issuance of blanket and/or individual Purchase Orders in excess of \$50,000, based upon previously awarded Contracts, Contractual Agreements, or annual requirements, for the Management and Budget Services Department, as follows:

1. Northwest Florida Legal Services, Inc.

Amount: \$124,688

Vendor Number: 141832

Legal Aid

Fund 115

Cost Center: 410802

Account Code: 58201

2. Warren Averett

Amount: \$207,629

Vendor Number: 230810

Audit Services

Fund 001

Cost Center: 140201/410701

Account Code: 53101

3. SMG

Amount: \$220,500

Vendor Number: 190107

Civic Center Management Fee

Fund 409

Cost Center: 221301

Account Code: 53401

4. Florida Department of Health d/b/a Escambia County Health Department

Amount: \$345,809

Vendor Number: 051513

Health Services

Fund 001

Cost Center: 360301

Account Code: 58101

BACKGROUND:

These allocations are included in the Fiscal Year 2012/2013 Budget which was approved by the Board on September 25, 2012.

BUDGETARY IMPACT:

Funds are available in the Fiscal Year 2012/2013 Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board action is necessary for approval of purchase orders exceeding \$50,000.00.

IMPLEMENTATION/COORDINATION:

N/A



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3322

County Administrator's Report 13. 13.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/18/2012

Issue: Approval of Agreement between Escambia County and Andrea Minyard, MD, District I Medical Examiner

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of the Agreement between Escambia County and Andrea Minyard, MD, District I Medical Examiner - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the Agreement between Escambia County and Andrea Minyard, MD, District I Medical Examiner:

- A. Approve the Agreement between Escambia County and Andrea Minyard, MD, District I Medical Examiner, effective for one year from October 1, 2012, through September 30, 2013, in the amount of \$847,370, to be paid from the General Fund (001), Cost Center 410201;
- B. Authorize the Chairman to sign the Agreement for Medical Examiner Services; and
- C. Authorize the issuance of the necessary Purchase Order.

BACKGROUND:

The current agreement with the District I Medical Examiner expired on September 30, 2012. This new agreement will expire on September 30, 2013.

BUDGETARY IMPACT:

Funds are available in the Fiscal Year 2012/2013 General Fund (001) Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

Agreement has been reviewed and approved by the County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board action is necessary for approval of this Agreement and the necessary purchase order.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

MedicalExaminer

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**AGREEMENT BETWEEN BOARD OF COUNTY COMMISSIONERS AND
DISTRICT I MEDICAL EXAMINER ANDREA MINYARD, MD FOR MEDICAL
EXAMINER SERVICES FOR ESCAMBIA COUNTY, FLORIDA**

THIS AGREEMENT is made and entered into on this 1st day of October, 2012 by and between Escambia County, Florida, a political subdivision of the State of Florida, its successors and assigns, through its Board of County Commissioners, with administrative offices at 221 Palafox Place, Pensacola, Florida 32502, (hereinafter referred to as the "County"), and Andrea Minyard, MD, District I Medical Examiner of the State of Florida, with administrative offices at 5151 North 9th Avenue, Pensacola, FL 32504 and a federal tax identification number of 54-2143487 (hereinafter referred to as the "Medical Examiner").

WITNESSETH:

WHEREAS, pursuant to Chapter 406, Florida Statutes, Andrea Minyard, MD, has been appointed District Medical Examiner by the Governor in and for Medical Examiner District I of the State of Florida; and

WHEREAS, Chapter 406, Florida Statutes, requires the Board of County Commissioners of each county within a Medical Examiner District to establish and to pay the reasonable salary, fees, and expenses of the Medical Examiner and associate medical examiners; and

WHEREAS, the Board of County Commissioners has determined that it is in the best interests of Escambia County that the County enter into an Agreement with the Medical Examiner for the performance as an independent contractor of her statutory duties in Escambia County; and

WHEREAS, the County and Medical Examiner have agreed to execute this Agreement for the purposes of setting the terms and conditions of such employment as required under Section 406.06, Florida Statutes.

NOW, THEREFORE, for the reasons set forth above, and in consideration of the promises of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1

Recitals

- 1.1 The recitals and all statements contained herein are incorporated into and made a part of this Agreement.
- 1.2 All previous agreements entered into between the County and the Medical Examiner are hereby terminated and replaced by this Agreement.

ARTICLE 2

Scope of Services

- 2.1 The Medical Examiner shall provide the professional services described in the Scope of Services, attached hereto as "Exhibit A" and incorporated by reference herein, to assist the County in complying with Chapter 406, Florida Statutes.

- 2.2 The Medical Examiner shall perform the services for Escambia County required of her by Florida law and the regulations of the Florida Department of Law Enforcement. She is authorized to appoint such associate medical examiners, investigators, and other staff personnel as are reasonably necessary to assist her in the performance of this Agreement; provided, however, during its term, she shall not engage more staff than provided for in the approved County budget for Fiscal Year 2012/2013 without first obtaining approval of the County.
- 2.3 Unless otherwise specified, these services shall be completed in accordance with the standard care in the profession of medicine at the time such services are rendered, or in accordance with the State of Florida statutory standards, as applicable.
- 2.4 Such medical examiner services, generally, shall include those professional services performed pursuant to Chapter 406, Florida Statutes by a licensed pathologist, her employees, subcontractors, and any other services specifically included herein.
- 2.5 Medical Examiner District I is an independent special district created for the restricted purposes set out in Chapter 406, Florida Statutes, and the Medical Examiner is a district officer of the State of Florida.
- 2.6 The Medical Examiner as head of Medical Examiner District I, an agency of the State of Florida as defined in Section 768.28, Florida Statutes, agrees to be fully responsible for her negligent acts or omissions or tortuous acts and for those of the district's employees, authorized agents, or representatives which result in claims or suits against the County and agrees to be fully liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by Medical Examiner District I or the County to which sovereign immunity applies. Nothing herein shall be construed as consent by Medical Examiner District I or the County to be sued by third parties in any matter arising out of this Agreement.
- 2.7 The parties understand and agree that the Medical Examiner shall provide to the County the services required herein as an independent contractor and shall not be considered for any purpose an employee, agent, joint venturer, or partner of the County.

ARTICLE 3
Subcontractors

- 3.1 The County approves the use of subcontractors by the Medical Examiner. In the event the Medical Examiner, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates not presently employed her, the County may require the prior written approval before employment of such persons unless such personnel are already included in the current Medical Examiner District I budget.

ARTICLE 4
Term of the Contract and Time Requirements

- 4.1 This Agreement shall become effective October 1, 2012 and will remain in effect until terminated by the County pursuant to Article 8.1, or until expiration of the Agreement on September 30, 2013. It may be renewed by the parties subject to an annual appropriation of the Board of County Commissioners. The Medical Examiner shall promptly begin and shall diligently provide the professional services contemplated herein in accordance with the Scope of Services, provided in "Exhibit A".

- 4.2 These services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the work.
- 4.3 Prior to beginning the performance of any services under this Agreement, the Medical Examiner must receive in writing a Notice to Proceed from the County's Contract Administrator.

ARTICLE 5
Compensation and Method of Billing and Payment

5.1 **Compensation:** The County agrees to pay the Medical Examiner, as compensation for her professional services. As consideration for the services to be provided for herein, the County's compensation shall not exceed the County's approved annual budget for Medical Examiner services and all amendments thereto for Fiscal Year 2012/2013.

5.1.1 The annual budget for Fiscal Year 2012-2013 approved by County prior to any amendments is Eight Hundred, Forty-Seven Thousand, Three Hundred, Seventy and 00/100 dollars (\$847,370.00).

5.2 **Compensation Schedule:** The compensation schedule, as used herein, shall mean the charges for those tasks performed by the Medical Examiner pursuant to Chapter 406, Florida Statutes.

5.2.1 Such compensation shall include the Medical Examiner's salaries of professional and administrative staff, sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, unemployment compensation insurance, retirement benefits, medical and insurance benefits, air travel, auto travel, telephone, facsimile, reproduction costs, other routine office overhead expenses, profit, and all other professional fees, costs, and expenses of every type.

5.3 **Method of Billing and Payment:**

(a) The Medical Examiner shall be paid monthly for budgeted salaries, fees, and expenses. However, any such payments shall not be made more frequently than once a month. The Medical Examiner shall submit monthly invoices with documentation of actual expenditures, with the exception of professional fees. Professional fees will be billed in twelve equal monthly installments of the appropriate budgeted amount. Upon review, the County shall pay all eligible salaries and expenses for that month. Any portion of the budgeted amount not used by the Medical Examiner shall be retained by the County at the end of the fiscal year, once final payment has been made for invoiced expenses.

(b) Payments for operating expenses shall be made monthly for properly incurred expenses as budgeted during that month; provided, however, that any monies paid for legal services expenses shall be a portion of a discreet sum-certain annually budgeted expense amount and shall not entitle the Medical Examiner to additional payment beyond that stated amount. Under no circumstances is this section to be interpreted as to provide for an indemnification by the County for attorney fees or other legal costs incurred by the Medical Examiner.

(c) The County agrees that it shall pay the Medical Examiner within twenty (20) business days of receipt of the Medical Examiner's statement provided that the invoice is correct and is consistent with the terms of this Agreement.

5.4 Additional Services and Changes in the Scope of Services: The County or the Medical Examiner may request changes that would increase, decrease, or otherwise modify the Scope of Services provided under this Agreement. Such changes must be in accordance with the laws of the State of Florida and the policies of the County and must be contained in a written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.

5.5 Notices:

(a) Any notice, invoice, payment, or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or other private courier service, such as Federal Express.

(b) Unless otherwise notified in writing of a new address, all notices, payments, and invoices shall be made to each party at the below listed addresses. Rejection, or other refusal by the addressee to accept, or the inability of the courier service, or the United States Postal Service to deliver because of a change of address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

(c) Payments and notices to the Medical Examiner shall be sent to:

Andrea Minyard, MD
District Medical Examiner
Gulf Coast Autopsy Physicians, P.A.
P. O. Box 10981
Pensacola, FL 32524-0981

(d) Invoices to County shall be sent to: Notices to County shall be sent to:

Amy Lovoy
Director
P. O. Box 1591
Pensacola, Florida 32591

Charles R. "Randy" Oliver
County Administrator
P. O. Box 1591
Pensacola, Florida 32591

ARTICLE 6
Cooperation of the County

6.1 It shall be the obligation of the County to provide the Medical Examiner with all reasonably required resources pursuant to Chapter 406, Florida Statutes necessary to successfully carryout the duties of her office.

6.2 The County shall give prompt written notice to the Medical Examiner whenever the County observes or otherwise becomes aware of any development that affects the scope of timing or the Medical Examiner's services, or any defect in the work of the Medical Examiner.

ARTICLE 7
Contractor's Responsibilities

- 7.1 The Medical Examiner shall not discriminate against any employee or applicant for employment because race, color, religion, sex, age, national origin, disability or marital status. The Medical Examiner shall take affirmative action to ensure that applicants are employed, without regard to their race, color, religion, sex, age, national origin, disability or marital status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising, layoff, or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Medical Examiner agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the personnel officer setting forth the provisions of this equal opportunity clause.
- 7.2 The Medical Examiner and her employees, agents, and any subcontractors and their employees and agents shall be deemed to be independent contractors and not agents or employees of the County; shall not attain any rights or benefits under Escambia County Civil Service or retirement or health benefits of the State of Florida through the County or any other right generally afforded to County classified or unclassified employees, and furthermore, shall not be deemed entitled to Florida Workers' Compensation benefits as employees of the County.

ARTICLE 8
General Provisions

8.1 Termination:

- (a) This Agreement may be terminated by either party for cause, or by the County for convenience, upon thirty (30) days written notice by the terminating party to the other party of such termination date.
- (b) Termination for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable State of Florida rules, laws, regulations, and County ordinances, and failure to perform in a timely manner any provision of this Agreement.
- (c) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. The Medical Examiner shall be paid the pro rata share of her salary, fees, and expenses through the date of the termination of this Agreement.

8.3 Records:

- (a) The Medical Examiner shall keep records and accounts and shall require any subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries charged to this Agreement and for any expenses for which the Medical Examiner expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of salary, any fees, or expenses based upon such entries.

- (b) The Medical Examiner 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 Chapter 119, Florida Statutes, as amended. In the event the Medical Examiner fails to abide by the provision of Chapter 119, the County may without prejudice to any right or remedy and after giving the Medical Examiner seven (7) days written notice, during which period the Medical Examiner still fails to allow access to such document, terminate the employment of the Medical Examiner. In such case, the Medical Examiner shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing to the Medical Examiner (excluding monies owed the Medical Examiner for subcontractor work).

8.4 Assignment: This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Medical Examiner, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

8.5 Insurance: The Medical Examiner is required to carry the following insurance:

- (a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.
- (b) Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.
- (c) Professional Liability with \$1,000,000 per occurrence minimum limit.
- (d) Florida statutory workers' compensation and employers' liability with employers' liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.
- (e) All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A-"rated with a minimum financial size of VII, according A.M. Best Key Rating Guide, Latest Edition. Liability policies shall be underwritten on the occurrence basis, except the professional impairments coverage may be provided on a claims made basis. Escambia County and the Board of County Commissioners shall be "additional insured" on all liability policies (except professional liability). Certificates of insurance shall be provided to the Office of Management and Budget Post Office Box 1591, Pensacola, Florida 32597-1591. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

8.6 Representative of County and Medical Examiner:

- (a) It is recognized that questions in the day-to-day conduct of this contract will arise. The Contract Administrator, upon request by the Medical Examiner in writing, shall state the person to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed.
- (b) The Medical Examiner shall inform the Contract Administrator in writing to whom matters involving the conduct of the Agreement shall be addressed.

8.7 All Prior Agreements Superseded:

- (a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understanding concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.
- (b) It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

8.8 Truth-in-Negotiation Certificate: The signing of this Agreement by the Medical Examiner shall act as the execution of a truth-in-negotiation certificate stating that salary rates and other costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual costs. Such contract adjustments shall be made within one (1) year following the end of this Agreement.

8.9 Headings: Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

8.10 Gratuities: Neither the Medical Examiner nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Medical Examiner acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable to the Medical Examiner, the Medical Examiner agrees to abide with such statutes.

8.11 Conflict of Interest: The Medical Examiner hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with her performance, which it believes that any officer, employee, or agent of the Medical Examiner now has or will have. The Medical Examiner shall make disclosure contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Medical Examiner. The Medical Examiner at all times shall perform her obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section shall result in the immediate termination of this Agreement.

- 8.12 **Survival**: All other provisions, which by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.
- 8.13 **Governing Law**: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter which is a subject of this Agreement shall be in the County of Escambia.
- 8.14 **Interpretation**: For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meaning, are used in accordance with such recognized meaning. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.
- (a) If the Medical Examiner discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Medical Examiner shall immediately notify the County and request clarification of the County's interpretation of this Agreement.
- (b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.
- 8.15 **Severability**: The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.
- 8.16 **Compliance with Laws**: The Medical Examiner shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the Medical Examiner shall observe all laws, rules, and regulations of federal, state, and local officials relating to the subject matter of this Agreement.
- 8.17 **Participation in Other Proceedings**: At the County's request, the Medical Examiner shall allow itself to be joined as a party in any legal proceeding that involved the County regarding any matter which is the subject of this Agreement. This provision is for the benefit of the County and not for the benefit of any other party.
- 8.18 **Further Documents**: The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provisions of this Agreement.
- 8.19 **No Waiver**: The failure of the Medical Examiner of the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County through its Board of County Commissioners, signing by its duly authorized Chairman and Andrea Minyard, MD, Medical Examiner for Medical Examiner District I of the State of Florida.

COUNTY:

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

By: _____
Wilson B. Robertson, Chairman

Date: _____

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

BCC Approved: _____

Deputy Clerk

(SEAL)

MEDICAL EXAMINER:

ANDREA MINYARD, MD, the duly appointed Medical Examiner for Medical Examiner District I of the State of Florida.

By: _____
Andrea Minyard, MD

Date: _____

Witness

Witness

This document approved as to form and legal sufficiency.

By *Kristin Hood*

Title *ACA*

Date *9/20/12*

Exhibit "A"

SCOPE OF SERVICES

The Medical Examiner shall perform all the statutory duties set out in Chapter 406, Florida Statutes as the Medical Examiner for Escambia County.

The professional services provided to Escambia County by the Medical Examiner shall include, but are not limited to the following:

1. Performing medico-legal autopsies.
2. Performing medico-legal observations.
3. Performing medico-legal investigations.
4. Approving all cremation/burial-at-sea/scientific donation requests.
5. Examining selected death scenes.
6. Teaching law enforcement, emergency responders, and forensic science students.
7. Being available for consultation 24 hours/day, 7 days/week, including holidays.
8. Conducting monthly meetings for law enforcement and prosecutors when fully staffed.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3323

County Administrator's Report 13. 14.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/18/2012

Issue: Approval of Fiscal Year 2012/2013 Miscellaneous Appropriations Agreement for Keep Pensacola Beautiful, Inc.

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of the Fiscal Year 2012/2013 Miscellaneous Appropriations Agreement for Keep Pensacola Beautiful, Inc. - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning approval of the Fiscal Year 2012/2013 Miscellaneous Appropriations Agreement for Keep Pensacola Beautiful, Inc.:

- A. Approve the Miscellaneous Appropriations Agreement, in the amount of \$40,000, to be paid from the Solid Waste Management Fund (401), Cost Center 230314, Account 53401;
- B. Authorize the Chairman to sign the Agreement and all other necessary documents; and
- C. Authorize the execution of the necessary Purchase Order.

BACKGROUND:

The County makes payment in support of the activities of certain outside agencies approved by the Board. In order to recognize these contractual agreements and establish the source documents by which payment can be made, Board approval of these Agreements is necessary.

BUDGETARY IMPACT:

Funds are available in the Fiscal Year 2012/2013 Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney has reviewed the agreement.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval of Miscellaneous Appropriations Agreements is necessary.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

KeepPensacolaBeautiful

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN
ESCAMBIA COUNTY
AND
KEEP PENSACOLA BEAUTIFUL, INC.**

THIS AGREEMENT is made and entered into this 1st day of October 2012, by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Keep Pensacola Beautiful, Inc., a non profit corporation authorized to do business in the State of Florida, with administrative offices at 3303 North Davis Highway, Pensacola, Florida 32503 and a Federal Tax Identification Number of 59-1863230 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Board of County Commissioners of Escambia County, Florida is authorized under Chapter 125, Florida Statutes, to perform those acts, including the expenditure of public tax monies, which further the public good and common interest of the people of Escambia County; and

WHEREAS, the Recipient serves as a vital source of environmental action which preserves and protects the County's natural resources; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by this dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County monies to it for such work; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety, and general welfare of the residents of Escambia County that said expenditure of County monies serves an essential public purpose as established by law; and

WHEREAS, given that, the County has appropriated from the County's Solid Waste Management Fund for the County's current Fiscal Year 2012/13 (October 1 through September 30), the sum of \$40,000.00 to conduct the program generally described as:

Keep Pensacola Beautiful, Inc.

and more particularly set out in Exhibit "A" which is attached hereto and incorporated by

and more particularly set out in Exhibit "A" which is attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of Section 129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of Section 129.09, Florida Statutes have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. To pay for "Bad Debts". Losses arising from uncollectible accounts and other claims, and related costs are not allowable; or

2. To pay for "Contingencies". Contributions to a contingency reserve or any similar provisions for unforeseen events are not allowable; or

3. To make "Contributions or Donations". Contributions and donations are not allowable; or

4. To pay for "Entertainment". Costs of amusements, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities are not allowable; or

5. To pay "Fines and Penalties". Costs resulting from violations of, or failure to comply with Federal, State, and local laws and regulations governing this Agreement, are not allowable; or

6. To pay "Governor's Expenses". The salaries and expenses of the Office of the Governor of the State or the chief executive of the County are considered a cost of general State or local government and are not allowable; or

7. To pay "Legislative Expenses". The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction, are not allowable; or

8. To pay "Interest and Other Financial Costs". Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith, are not allowable; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require; and

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred, twenty (120) days of the close of the Recipient's fiscal year; and

G) Operating successfully the program more particularly described in Exhibit "A" to this Agreement. The Recipient may not enter into subcontracts or subgrants under of this Agreement without the County's written approval. The Recipient must furnish the County a copy of all subcontracts or subgrants prior to receiving written approval, which shall be made in the sole discretion of the County.

Section 2. This Agreement shall be considered to have become effective on the 1st day of October 2012 and will terminate on the 30th day of September 2013, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 3. The County agrees to pay the recipient the sum of \$40,000.00 for the program of activity payable monthly in accordance with the procedures set forth in Exhibit "B" to this Agreement which is attached hereto and incorporated by reference herein.

Section 4. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program, which has a unit cost of \$1,000.00 or more, will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 5. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit "A". Such report will be due within 30 days of the close of FY 2012-2013 and will include basic statistical information relevant to the program, and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit "A". Disbursement of each quarterly payment to the Recipient will be contingent upon prior receipt by the County of the required report which is due during the preceding quarter.

Section 6. The Recipient's approved budget, included in Exhibit "A" and any changes in that budget, which would affect expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 7. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2013, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed 10 percent of the current appropriation to the Recipient or \$500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 8. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2013, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this **AGREEMENT** on the day and year first above written.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

BCC APPROVED: _____

KEEP PENSACOLA BEAUTIFUL, INC.

By: _____

Title: _____

Attest:

Secretary

This document approved as to form and legal sufficiency.

By: *Kristina D. Hall*
Title: *ACA*
Date: *9/20/12*

EXHIBIT "A"

2012/2013 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION: Keep Pensacola Beautiful, Inc.

	<u>APPROVED BUDGET</u>
SALARIES AND BENEFITS	\$ <u>26,000.00</u>
SUPPLIES	\$ _____
TRAVEL.....	\$ _____
UTILITIES.....	\$ _____
EQUIPMENT (Unit Cost \$1,000 or more).....	\$ _____
OTHER RECURRING COSTS:	
Rent _____	\$ <u>8,580.00</u>
Vehicle Fuel _____	\$ <u>5,420.00</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL OTHER RECURRING COSTS	\$ <u>14,000.00</u>
OTHER NON-RECURRING COSTS	
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL OTHER NON-RECURRING COSTS	\$ _____
GRAND TOTAL	\$ <u>40,000.00</u>

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

Keep Pensacola Beautiful, Inc.

- Beautification through free “Clunker Car and Appliance Removal” and “Adopt-A-Spot” programs.
- Write, publish and distribute our newsletter 3 times a year to approximately 4,000 residents in the County.
- Removes litter from Community streets, county parks, and various neighborhoods six mornings a week, utilizing Court Ordered Community Service volunteers.
- Assists neighborhood associations with cleanup projects by providing guidance, advice, resources, and labor (when possible).
- Coordinates the annual “Great American Cleanup” for the County. Event focuses on neighborhood cleanups, illegal dumpsite cleanups, recycling, and beautification projects.
- Assist the County’s Community Redevelopment Agency in conducting weekly litter/debris site cleanup within the CRA designated areas.
- In conjunction with the Federation of Garden Clubs, we coordinate the annual Campus Pride competition and Clean & Green Cleanup Days schedule with Escambia County Schools.
- Coordinate with County’s Code Enforcement Officers to assist the elderly, handicapped, etc.
- Manage the “Thumbs-Up” and “Proud Neighborhood” awards program, identifying area residences and businesses who exhibit real concern for their property’s appearance through landscaping and maintenance.
- Beautification projects; tree giveaway in coordination with Florida Department of Forestry through grant.
- Coordinate with County schools in their plastic bottle recycling programs.

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.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 pm will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3324

County Administrator's Report 13. 15.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/18/2012

Issue: Approval of Fiscal Year 2012/2013 Miscellaneous Appropriations Agreement for Pensacola Area Chamber Foundation, Inc.

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of the Fiscal Year 2012/2013 Miscellaneous Appropriations Agreement for the Pensacola Area Chamber Foundation, Inc. - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning approval of the Fiscal Year 2012/2013 Miscellaneous Appropriations Agreement between Escambia County and the Pensacola Area Chamber Foundation, Inc.:

- A. Approve the Miscellaneous Appropriations Agreement, in the amount of \$400,000, to be paid from the Economic Development Fund (102), Cost Center 360704, Account 58201;
- B. Authorize the Chairman to sign the Agreement and all other necessary documents; and
- C. Authorize the approval of the necessary Purchase Order.

BACKGROUND:

The County makes payment in support of the activities of certain outside agencies approved by the Board. In order to recognize these contractual agreements and establish the source documents by which payment can be made, Board approval of these Agreements is necessary.

BUDGETARY IMPACT:

Funds are available in the Fiscal Year 2012/2013 Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney has reviewed and approved the agreement.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval of Miscellaneous Appropriations Agreements is necessary.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Chamber Foundations

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN
ESCAMBIA COUNTY
AND
PENSACOLA AREA CHAMBER FOUNDATION, INC.**

THIS AGREEMENT is made and entered into this 1st day of October 2012, by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Pensacola Area Chamber Foundation, Inc. a non profit corporation authorized to do business in the State of Florida, with administrative offices at 117 West Garden Street, Pensacola, Florida 32501 and a Federal Tax Identification Number of 59-2297826 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Board of County Commissioners of Escambia County, Florida is authorized under Chapter 125, Florida Statutes, to perform those acts, including the expenditure of public tax monies, which further the public good and common interest of the people of Escambia County; and

WHEREAS, the Recipient serves the citizens of the County by spearheading public discourse and action on the development and implementation of economic blueprints for expansion of business and industry in Escambia County; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by this dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County monies to it for such work; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety, and general welfare of the residents of Escambia County that said expenditure of County monies serves an essential public purpose as established by law; and

WHEREAS, given that, the County has appropriated from the County's Economic Development Fund for the County's current Fiscal Year 2012/13 (October 1 through September 30), the sum of \$400,000.00 to conduct the program generally described as:

Pensacola Area Chamber Foundation, Inc.

and more particularly set out in Exhibit "A" which is attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of Section 129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of Section 129.09, Florida Statutes have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. To pay for "Bad Debts". Losses arising from uncollectible accounts and other claims, and related costs are not allowable; or

2. To pay for "Contingencies". Contributions to a contingency reserve or any similar provisions for unforeseen events are not allowable; or

3. To make "Contributions or Donations". Contributions and donations are not allowable; or

4. To pay for "Entertainment". Costs of amusements, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities are not allowable; or

5. To pay "Fines and Penalties". Costs resulting from violations of, or failure to comply with Federal, State, and local laws and regulations governing this Agreement, are not allowable; or

6. To pay "Governor's Expenses". The salaries and expenses of the Office of the Governor of the State or the chief executive of the County are considered a cost of general State or local government and are not allowable; or

7. To pay "Legislative Expenses". The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction, are not allowable; or

8. To pay "Interest and Other Financial Costs". Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith, are not allowable; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require; and

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred, twenty (120) days of the close of the Recipient's fiscal year; and

G) To operate successfully, the program more particularly described in Exhibit "A" to this Agreement, the Recipient may not enter into subcontracts or subgrants under of this Agreement without the County's written approval. The Recipient must furnish the County a copy of all subcontracts or subgrants prior to receiving written approval, which shall be made in the sole discretion of the County.

Section 2. This Agreement shall be considered to have become effective on the 1st day of October 2012, and will terminate on the 30th day of September 2013, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 3. The County agrees to pay the recipient the sum of \$400,000.00 to be matched by cash and in-kind for the program of activity payable monthly in accordance with the procedures set forth in Exhibit "B" to this Agreement which is attached hereto and incorporated by reference herein.

Section 4. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program, which has a unit cost of \$1,000.00 or more, will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 5. The Recipient agrees to provide the County Administrator with an annual narrative progress report on the program described in Exhibit "A". Such report will be due within 30 days of the close of FY 2012-2013 and will include basic statistical information relevant to the program, and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit "A".

Section 6. The Recipient's approved budget, included in Exhibit "A" and any changes in that budget, which would affect expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 7. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2013 which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed 10 percent of the current appropriation to the Recipient or \$500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 8. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2013, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this **AGREEMENT** on the day and year first above written.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

BCC APPROVED: _____

PENSACOLA AREA CHAMBER FOUNDATION, INC.

By: _____
Title: _____

Attest:

Secretary

This document approved as to form and legal sufficiency.

By: Kristyn Chua
Title: ACF
Date: 9/20/12

EXHIBIT "A"

2011/2012 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION Pensacola Area Chamber Foundation, Inc.

	<u>APPROVED BUDGET</u>
SALARIES AND BENEFITS	\$ <u>400,000.00</u>
SUPPLIES	\$ _____
TRAVEL	\$ _____
UTILITIES	\$ _____
EQUIPMENT (Unit Cost \$1,000 or more)	\$ _____
OTHER RECURRING COSTS:	
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL OTHER RECURRING COSTS	\$ _____
OTHER NON-RECURRING COSTS	
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL OTHER NON-RECURRING COSTS	\$ _____
GRAND TOTAL	\$ <u>400,000.00</u>

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS

Pensacola Bay Area Chamber of Commerce Foundations for the Future

The economic development program seeks to diversify the area's economy through the retention and expansion of existing industries and recruitment of new businesses to the area. The tourism and convention program seeks to develop the Pensacola Bay Area as a year round destination for tourism and convention business. The armed services section implements and maintains programs to enhance the area's support for the military and civil service initiatives.

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.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 pm will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3325

County Administrator's Report 13. 16.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/18/2012

Issue: Approval of Interlocal Agreement between Escambia County and the City of Pensacola

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of the Interlocal Agreement between Escambia County and the City of Pensacola - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action regarding the Interlocal Agreement between Escambia County and the City of Pensacola:

A. Approve the Interlocal Agreement Relating to the Fiscal Year 2012/2013 Funding of the Pensacola-Escambia County Promotion and Development Commission (PEDC), in the amount of \$150,000, to be paid from the Economic Development Fund (102), Cost Center 360704, for a one-year period from October 1, 2012, through September 30, 2013;

B. Authorize the Chairman to execute the Interlocal Agreement; and

C. Authorize approval of the necessary Purchase Order.

BACKGROUND:

Chapter 89-481, Laws of Florida, requires that the fiscal contribution of the City and County be established yearly by Interlocal Agreement. The City and the County agree that the County shall contribute \$150,000.00 and the City shall contribute \$120,000.00 to the PEDC for Fiscal Year 2012/2013.

BUDGETARY IMPACT:

Funds are available in the Fiscal Year 2012/2013 Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's office has reviewed the Interlocal Agreement.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board action is necessary for approval of this Agreement.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

PEDC

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**INTERLOCAL AGREEMENT BETWEEN THE ESCAMBIA COUNTY
BOARD OF COUNTY COMMISSIONERS AND THE CITY OF
PENSACOLA RELATING TO THE FY 2012-2013 FUNDING OF
PENSACOLA-ESCAMBIA COUNTY PROMOTION AND
DEVELOPMENT COMMISSION**

THIS AGREEMENT is made by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "County"), with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502 and the City of Pensacola, a municipal corporation created and existing under the laws of the State of Florida, (hereinafter referred to as the "City") with administrative offices at 180 Governmental Center, Pensacola, Florida 32502 (each being at times referred to as a "party").

WITNESSETH:

WHEREAS, the County and the City have legal authority to perform general governmental services within their respective jurisdictions; and

WHEREAS, the Board of County Commissioners of Escambia County and the Pensacola City Council are authorized by Section 163.01, Florida Statutes et seq., to enter into Interlocal agreements and thereby cooperatively utilize their powers and resources in the most efficient manner possible; and

WHEREAS, as the governing bodies of the County and the City, they recognize the leadership roles they play in assisting and guiding the development of the County's local economy and improving its economic base; and

WHEREAS, Chapter 89-481, Laws of Florida, restructured funding responsibilities of local governments to the Pensacola-Escambia County Promotion and Development Commission (hereinafter referred to as "PEDC"); and

WHEREAS, the County and the City are recognized in Chapter 89-481 as the leading governmental bodies supporting economic development in Escambia County, along with the Town of Century and the private sector, through their PEDC membership; and

WHEREAS, PEDC economic development activities are broadly recognized to include business and industry recruitment and retention, tourism promotion and development, and armed services support, which all serve critical public purposes; and

WHEREAS, as a result, Escambia County and the City of Pensacola now jointly find it advantageous and appropriate to contribute their fiscal resources to the PEDC programs and activities.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the receipt of sufficiency of which is hereby acknowledged, the County and the City agree as follows:

Article 1
Purpose

1.1 The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

1.2 Pursuant to the requirements of Chapter 89-481, Laws of Florida, the County, in cooperation with the City, hereby establishes a financial framework for shared funding responsibilities of the Pensacola-Escambia County Promotion and Development Commission for FY 2012-2013.

Article 2
Responsibilities of Parties

2.1 As set out in Chapter 89-481, Laws of Florida, the fiscal contribution of the City and the Fiscal contribution of the County are to be established yearly by Interlocal Agreement. Therefore, the City and the County agree that for FY 2012-2013 the County shall contribute to the PEDC the amount of One Hundred Fifty Thousand Dollars (\$150,000.00), and the City shall contribute to the PEDC the amount of One Hundred Twenty Thousand Dollars (\$120,000.00) and shall reflect such contributions in their respective budgets.

2.2 This Agreement shall bind the parties beginning October 1, 2012, with respect to their PEDC FY 2012-2013 budgetary contributions. However, contributions for the FY 2013-2014 PEDC budget and any subsequent budget years thereafter shall be in an amount agreed upon between the parties in separate and subsequent interlocal agreements as provided under Chapter 89-481, Laws of Florida.

2.3 The PEDC is intended to be a private-public partnership and united effort for economic development in Escambia County. To accomplish this goal, the parties also agree to encourage voluntary contributions to the PEDC from the private sector sources.

2.4 This Agreement shall become effective when filed in the office of the Clerk of the Circuit Court of Escambia County, Florida. The County shall be responsible for such filing.

Article 3
General Provision

3.1 Termination: This Agreement may be terminated by either party for cause, or for convenience, upon sixty (60) days written notice by the terminating party to the other party of such termination.

3.2 Records: The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provisions of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this Agreement.

3.3 Assignment: This Agreement or any interest herein shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties, without the prior written consent of the other party.

3.4 All Prior Agreements Superseded:

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.

(b) It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

3.5 Headings: Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

3.6 Survival: All other provisions, which by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

3.7 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.

3.8 Interpretation: For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the City discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the City shall immediately notify the County and request clarification of the County's interpretation of this Agreement.

(b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

3.9 Severability: The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed to enforced as if this Agreement did not contain such invalid or unenforceable portion of provision.

3.10 Further Documents: The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provisions of this Agreement.

3.11 No Waiver: The failure of a party to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

3.12 Notices: All notices required or made pursuant to this Agreement by either party to the other shall be in writing and delivered by hand or by United States Postal Service, first class mail, postage prepaid, return receipt requested, addressed to the following:

TO THE COUNTY

C. R. "Randy" Oliver
County Administrator
221 Palafox Place
Post Office Box 1591
Pensacola, FL 32597

TO THE CITY

William H. Reynolds
City Administrator
City of Pensacola
180 Governmental Center
Pensacola, FL 32502

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this section.

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 the City of Pensacola, by and through its Mayor, duly authorized to execute same on the _____ day of _____ 2012.

This document approved as to form and legal sufficiency.

By: [Signature]
Title: FCF
Date: 9/11/12

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

By: _____
Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Date: _____

BCC APPROVED: _____

By: _____
Deputy Clerk

(SEAL)

CITY:
The City of Pensacola, a Florida Municipal Corporation

ATTEST: Ericka Burnett
Clerk of the City
of Pensacola

By: _____
Ashton J. Hayward, III, Mayor

By: _____
Clerk

Date: _____

By: _____
City Attorney



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3356

County Administrator's Report 13. 17.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/18/2012

Issue: Approval of Fiscal Year 2012-2013 Purchase Order for the City of Pensacola

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of the Fiscal Year 2012-2013 Purchase Order for the City of Pensacola for Funding of the Northwest Florida Regional Library - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning funding for the Northwest Florida Regional Library:

A. Approve a Purchase Order for the City of Pensacola, in the amount of \$3,152,425, to be paid from the General Fund (001), Cost Center 110201, Account 58102; and

B. Authorize the County Administrator to reduce this Purchase Order by the amount necessary to provide staffing to all the branches in the unincorporated areas of Escambia County at the same level as the branch in the City with the greatest operating hours.

BACKGROUND:

This Purchase Order encumbers the allocation of funds to the City of Pensacola for operation of the Northwest Florida Regional Library approved by the Board of County Commissioners on September 25, 2012.

BUDGETARY IMPACT:

Funds are available in the Fiscal Year 2012/2013 Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board action is necessary for approval of purchase orders exceeding \$50,000.00

IMPLEMENTATION/COORDINATION:

N/A



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3326

County Administrator's Report 13. 18.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/18/2012

Issue: Approval of Fiscal Year 2012/2013 Miscellaneous Appropriations Agreements

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of the Fiscal Year 2012/2013 Miscellaneous Appropriations Agreements for Outside Agencies - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning approval of the Fiscal Year 2012/2013 Miscellaneous Appropriations Agreements for Outside Agencies:

A. Approve the following Miscellaneous Appropriations Agreements to be paid from the General Fund (001), Cost Center 110201:

1. Council on Aging of West Florida, Inc. - \$38,000;
2. Escambia Community Clinics, Inc. - \$372,126;
3. Escambia County School Readiness Coalition, Inc., d/b/a Early Learning Coalition of Escambia County - \$218,500;
4. United Way of Escambia County, Inc. (211 Program) - \$33,250;
5. Pensacola's Promise, Inc., d/b/a Chain Reaction - \$19,000; and
6. Wildlife Sanctuary of Northwest Florida, Inc. - \$30,951;

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

C. Authorize the approval of the necessary Purchase Orders.

BACKGROUND:

The County makes payment in support of the activities of certain outside agencies approved by the Board. In order to recognize these contractual agreements and establish the source documents by which payment can be made, Board approval of these Agreements is necessary.

BUDGETARY IMPACT:

Funds are available in the Fiscal Year 2012/2013 Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney has reviewed and approved the agreements.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval of Miscellaneous Appropriations Agreements is necessary.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

001 Agreements

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN
ESCAMBIA COUNTY
AND
COUNCIL ON AGING OF WEST FLORIDA, INC.**

THIS AGREEMENT is made and entered into this 1st day of October 2012, by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Council on Aging of West Florida, Inc., a non profit corporation authorized to do business in the State of Florida, with administrative offices at 875 Royce Street, Pensacola, Florida 32503 and a Federal Tax Identification Number of 59-1373939 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Board of County Commissioners of Escambia County, Florida is authorized under Chapter 125, Florida Statutes, to perform those acts, including the expenditure of public tax monies, which further the public good and common interest of the people of Escambia County; and

WHEREAS, the Recipient provides essential programs and services to the elderly of West Florida to increase their independence; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by this dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County monies to it for such work; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety, and general welfare of the residents of Escambia County that said expenditure of County monies serves an essential public purpose as established by law; and

WHEREAS, given that, the County has appropriated from the County's General Fund for the County's current Fiscal Year 2012/13 (October 1 through September 30), the sum of \$38,000.00 to conduct the program generally described as:

Council on Aging of West Florida, Inc.

and more particularly set out in Exhibit "A" which is attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of Section 129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of Section 129.09, Florida Statutes have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. To pay for "Bad Debts". Losses arising from uncollectible accounts and other claims, and related costs are not allowable; or

2. To pay for "Contingencies". Contributions to a contingency reserve or any similar provisions for unforeseen events are not allowable; or

3. To make "Contributions or Donations". Contributions and donations are not allowable; or

4. To pay for "Entertainment". Costs of amusements, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities are not allowable; or

5. To pay "Fines and Penalties". Costs resulting from violations of, or failure to comply with Federal, State, and local laws and regulations governing this Agreement, are not allowable; or

6. To pay "Governor's Expenses". The salaries and expenses of the Office of the Governor of the State or the chief executive of the County are considered a cost of general State or local government and are not allowable; or

7. To pay "Legislative Expenses". The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction, are not allowable; or

8. To pay "Interest and Other Financial Costs". Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith, are not allowable; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require; and

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred, twenty (120) days of the close of the Recipient's fiscal year; and

G) To operate successfully, the program more particularly described in Exhibit "A" to this Agreement, the Recipient may not enter into subcontracts or subgrants under of this Agreement without the County's written approval. The Recipient must furnish the County a copy of all subcontracts or subgrants prior to receiving written approval, which shall be made in the sole discretion of the County.

Section 2. This Agreement shall be considered to have become effective on the 1st day of October 2012, and will terminate on the 30th day of September 2013, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 3. The County agrees to pay the recipient the sum of \$38,000.00 for the program of activity payable monthly in accordance with the procedures set forth in Exhibit "B" to this Agreement which is attached hereto and incorporated by reference herein.

Section 4. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program, which has a unit cost of \$1,000.00 or more, will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 5. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit "A". Such report will be due within 30 days of the close of FY 2012-2013 and will include basic statistical information relevant to the program, and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit "A".

Section 6. The Recipient's approved budget, included in Exhibit "A" and any changes in that budget, which would affect expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 7. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2013, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed 10 percent of the current appropriation to the Recipient or \$500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 8. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2013, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this **AGREEMENT** on the day and year first above written.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

BCC APPROVED: _____

COUNCIL ON AGING OF WEST FLORIDA, INC.

By: _____

Title: _____

Attest:

Secretary

This document approved as to form and legal sufficiency.

By Kristin Huel

Title ACA

Date 9/20/12

EXHIBIT "A"

2012/2013 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION Council on Aging of West Florida, Inc.

APPROVED BUDGET

SALARIES AND BENEFITS.....\$ _____
SUPPLIES\$ _____
TRAVEL.....\$ _____
UTILITIES.....\$ _____
EQUIPMENT (Unit Cost \$1,000 or more).....\$ _____

OTHER RECURRING COSTS:

General Revenue
Program Match \$ 38,000.00

_____ \$ _____

_____ \$ _____

_____ \$ _____

TOTAL OTHER RECURRING COSTS\$ 38,000.00

OTHER NON-RECURRING COSTS

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

TOTAL OTHER NON-RECURRING COSTS\$ _____

GRAND TOTAL\$ 38,000.00

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

These funds will be used as local match for federal and state funded home and community based services for the elderly. The following sources provide funding:

- Older American's Act (federal)
- Corporation for National & Community Services (federal)
- Community Care for the Elderly (state)

The following programs operated by or through the Council on Aging of West Florida, Inc. are the recipients of state/federal funds:

- Meals-on-Wheels
- Congregate Meals
- Recreation
- Transportation
- Chore
- Home Care Services (Homemaking, Personal Care, Respite, Companionship, Escort, etc.)
- Adult Day Health Care
- Screening and Assessment
- Case Management
- Case Aide
- Caregiver Program
- Facility-based Respite
- Foster Grandparents
- Senior Companions
- Retired Senior & Volunteer Program (RSVP)

This appropriation will assist in the provision of services to at least 2,000 elderly individuals residing in Escambia County, Florida. This appropriation provides match for \$400,000 in state/federal funding.

Council on Aging of West Florida, Inc. currently receives \$2,556,507 in federal/state funds that require a local match of \$1 for every \$9 in federal/state funding (\$255,650.70 required in local match).

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.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 pm will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN
ESCAMBIA COUNTY
AND
ESCAMBIA COMMUNITY CLINICS, INC.**

THIS AGREEMENT is made and entered into this 1st day of October 2012, by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Escambia Community Clinics, Inc., a non profit corporation authorized to do business in the State of Florida, with administrative offices at 2200 North Palafox Street, Pensacola, Florida 32501 and a Federal Tax Identification Number of 59-3105246 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Board of County Commissioners of Escambia County, Florida is authorized under Chapter 125, Florida Statutes, to perform those acts, including the expenditure of public tax monies, which further the public good and common interest of the people of Escambia County; and

WHEREAS, the Recipient serves the citizens of Escambia County by providing vital humanitarian services through medical aid to persons who may no otherwise receive such care; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by this dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County monies to it for such work; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety, and general welfare of the residents of Escambia County that said expenditure of County monies serves an essential public purpose as established by law; and

WHEREAS, given that, the County has appropriated from the County's General Fund for the County's current Fiscal Year 2012/13 (October 1 through September 30), the sum of \$372,126.00 to conduct the program generally described as:

Escambia Community Clinics, Inc.

and more particularly set out in Exhibit "A" which is attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of Section 129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of Section 129.09, Florida Statutes have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. To pay for "Bad Debts". Losses arising from uncollectible accounts and other claims, and related costs are not allowable; or

2. To pay for "Contingencies". Contributions to a contingency reserve or any similar provisions for unforeseen events are not allowable; or

3. To make "Contributions or Donations". Contributions and donations are not allowable; or

4. To pay for "Entertainment". Costs of amusements, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities are not allowable; or

5. To pay "Fines and Penalties". Costs resulting from violations of, or failure to comply with Federal, State, and local laws and regulations governing this Agreement, are not allowable; or

6. To pay "Governor's Expenses". The salaries and expenses of the Office of the Governor of the State or the chief executive of the County are considered a cost of general State or local government and are not allowable; or

7. To pay "Legislative Expenses". The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction, are not allowable; or

8. To pay "Interest and Other Financial Costs". Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith, are not allowable; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require; and

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred, twenty (120) days of the close of the Recipient's fiscal year; and

G) Operating successfully the program more particularly described in Exhibit "A" to this Agreement. The Recipient may not enter into subcontracts or subgrants under of this Agreement without the County's written approval. The Recipient must furnish the County a copy of all subcontracts or subgrants prior to receiving written approval, which shall be made in the sole discretion of the County.

Section 2. This Agreement shall be considered to have become effective on the 1st day of October 2012, and will terminate on the 30th day of September 2013, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 3. The County agrees to pay the recipient the sum of \$372,126.00 for the program of activity payable monthly in accordance with the procedures set forth in Exhibit "B" to this Agreement which is attached hereto and incorporated by reference herein.

Section 4. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program, which has a unit cost of \$1,000.00 or more, will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 5. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit "A". Such report will be due within 30 days of the close of FY 2012-2013 and will include basic statistical information relevant to the program, and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit "A".

Section 6. The Recipient's approved budget, included in Exhibit "A" and any changes in that budget, which would affect expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 7. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2013, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed 10 percent of the current appropriation to the Recipient or \$500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 8. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2013, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this **AGREEMENT** on the day and year first above written.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

BCC APPROVED: _____

ESCAMBIA COMMUNITY CLINICS, INC.

By: _____
Title: _____

Attest:

Secretary

This document approved as to form and legal sufficiency.

By: Kristin Hual
Title: ACA
Date: 9/20/12

EXHIBIT "A"

2012/2013 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION Escambia Community Clinics, Inc.

APPROVED BUDGET

SALARIES AND BENEFITS \$ _____
SUPPLIES \$ _____
TRAVEL..... \$ _____
UTILITIES..... \$ _____
EQUIPMENT (Unit Cost \$1,000 or more)..... \$ _____

OTHER RECURRING COSTS:

Support for uninsured
outpatient healthcare
visits (based on actual
charges per visit) \$ 372,126.00
_____ \$ _____
_____ \$ _____

TOTAL OTHER RECURRING COSTS \$ 372,126.00

OTHER NON-RECURRING COSTS

_____ \$ _____
_____ \$ _____
_____ \$ _____
_____ \$ _____

TOTAL OTHER NON-RECURRING COSTS \$ _____

GRAND TOTAL \$ 372,126.00

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

Escambia Community Clinics, Inc.

The mission of Escambia Community Clinics, Inc. is to provide outpatient primary care services to the indigent, medically needy and working poor residents of Escambia County, regardless of their ability to pay. Care is provided with dignity and compassion without regard to age, sex, race or religion.

Provision of outpatient indigent health care to Escambia County residents who fall under the 150% level of the Federal Poverty Guidelines as published in the Federal Register.

Care provided includes urgent, non-emergent and follow-up health care services delivered by staff physicians of Escambia Community Clinics. All laboratory, x-ray and diagnostic services are included in care.

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.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 pm will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN
ESCAMBIA COUNTY
AND
ESCAMBIA COUNTY SCHOOL READINESS COALITION, INC.,
D/B/A EARLY LEARNING COALITION OF ESCAMBIA COUNTY**

THIS AGREEMENT is made and entered into this 1st day of October 2012, by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Escambia County School Readiness Coalition, Inc., d/b/a Early Learning Coalition of Escambia County, Inc., a non profit corporation authorized to do business in the State of Florida, with administrative offices at 3636-D North "L" Street, Suite A, Pensacola, Florida 32505 and a Federal Tax Identification Number of 59-3683227 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Board of County Commissioners of Escambia County, Florida is authorized under Chapter 125, Florida Statutes, to perform those acts, including the expenditure of public tax monies, which further the public good and common interest of the people of Escambia County; and

WHEREAS, the Recipient provides children of Escambia County and their parents with vital assistance for those youngsters who might not otherwise have the opportunity to reach their lives' potential; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by this dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County monies to it for such work; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety, and general welfare of the residents of Escambia County that said expenditure of County monies serves an essential public purpose as established by law; and

WHEREAS, given that, the County has appropriated from the County's General Fund for the County's current Fiscal Year 2012/13 (October 1 through September 30), the sum of \$218,500.00 to conduct the program generally described as:

Escambia County School Readiness Coalition, Inc., d/b/a Early Learning Coalition of
Escambia County

and more particularly set out in Exhibit "A" which is attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of Section 129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of Section 129.09, Florida Statutes have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. To pay for "Bad Debts". Losses arising from uncollectible accounts and other claims, and related costs are not allowable; or

2. To pay for "Contingencies". Contributions to a contingency reserve or any similar provisions for unforeseen events are not allowable; or

3. To make "Contributions or Donations". Contributions and donations are not allowable; or

4. To pay for "Entertainment". Costs of amusements, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities are not allowable; or

5. To pay "Fines and Penalties". Costs resulting from violations of, or failure to comply with Federal, State, and local laws and regulations governing this Agreement, are not allowable; or

6. To pay "Governor's Expenses". The salaries and expenses of the Office of the Governor of the State or the chief executive of the County are considered a cost of general State or local government and are not allowable; or

7. To pay "Legislative Expenses". The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction, are not allowable; or

8. To pay "Interest and Other Financial Costs". Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith, are not allowable; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require; and

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred, twenty (120) days of the close of the Recipient's fiscal year; and

G) To operate successfully, the program more particularly described in Exhibit "A" to this Agreement, the Recipient may not enter into subcontracts or subgrants under of this Agreement without the County's written approval. The Recipient must furnish the County a copy of all subcontracts or subgrants prior to receiving written approval, which shall be made in the sole discretion of the County.

Section 2. This Agreement shall be considered to have become effective on the 1st day of October 2012, and will terminate on the 30th day of September 2013, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 3. The County agrees to pay the recipient the sum of \$218,500.00 for the program of activity payable monthly in accordance with the procedures set forth in Exhibit "B" to this Agreement which is attached hereto and incorporated by reference herein.

Section 4. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program, which has a unit cost of \$1,000.00 or more, will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 5. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit "A". Such report will be due within 30 days of the close of FY 2012-2013 and will include basic statistical information relevant to the program, and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit "A".

Section 6. The Recipient's approved budget, included in Exhibit "A" and any changes in that budget, which would affect expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 7. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2013, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed 10 percent of the current appropriation to the Recipient or \$500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 8. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2013, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this AGREEMENT on the day and year first above written.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

BCC APPROVED: _____

ESCAMBIA COUNTY SCHOOL READINESS COALITION, INC., D/B/A EARLY LEARNING COALITION OF ESCAMBIA COUNTY

By: _____

Title: _____

Attest:

Secretary

This document approved as to form and legal sufficiency.

By: *Kristina Hual*
Title: *ACT*
Date: *3/20/12*

EXHIBIT "A"

2012/2013 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION Escambia County School Readiness Coalition, Inc., d/b/a
Early Learning Coalition of Escambia County

APPROVED BUDGET

SALARIES AND BENEFITS \$ _____
SUPPLIES \$ _____
TRAVEL..... \$ _____
UTILITIES..... \$ _____
EQUIPMENT (Unit Cost \$1,000 or more)..... \$ _____

OTHER RECURRING COSTS:

Direct Services Subsidized
Childcare for low income
Families \$ 218,500.00
..... \$ _____
..... \$ _____

TOTAL OTHER RECURRING COSTS \$ 218,500.00

OTHER NON-RECURRING COSTS

..... \$ _____
..... \$ _____
..... \$ _____
..... \$ _____

TOTAL OTHER NON-RECURRING COSTS \$ 218,500.00

GRAND TOTAL \$ 218,500.00

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

The funds provided by Escambia County will be to provide the local match to obtain funding from State and Federal sources to enable the Early Learning Coalition of Escambia County to provide childcare assistance to working poor families residing in Escambia County. The combination of the Escambia County local match contribution and the State/Federal funds allows us to provide subsidies to working poor families (at or below 150% of the Federal Poverty level) to obtain school readiness (child care) services.

In order to draw down these State/Federal funds, the local Coalition is required to raise a local match equal to 6% of the total cost of care for our working poor (low-income working) families. In the case of this request, the \$230,000 provided by Escambia County will enable us to obtain \$4,700,000 in State/Federal funding, giving us \$5,000,000 to provide childcare assistance to working poor families. At an average monthly cost per child of \$325/child/month, this \$5,000,000 will provide childcare for more than 1,275 children per month for the twelve (12) month funding period.

The funds provided by Escambia County (as well as the State/Federal funds) are used for payments directly to childcare/early learning providers delivering services to working poor families under this program. Unlike the State/Federal funds, however, none of the Escambia County funds are used for Coalition administrative expenses. 100% of the Escambia County funds go directly to delivery of this much needed program.

Families who qualify for assistance will receive services in formal and informal programs, based on parental choice. Children receiving these early learning program services will also receive the benefits of the Food Program, health, behavioral, and developmental screenings (and referrals based on the results thereof), early childhood developmental appropriate activities, and other family management services.

Through a contract with Children's Services Center, the Coalition performs client eligibility determinations for applicants who apply for services. The Coalition then authorizes placement of children of eligible families into appropriate school readiness settings and provide consumer education and referral services.

The Coalition reviews and processes all required invoices for payments to school readiness providers once the provider has submitted all needed documentation. The Coalition also monitors childcare provider locations and provides technical assistance to school readiness providers to help them develop effective programs. Some services may be provided by other public or private agencies under contract to the Coalition but responsibility for management oversight of these services remains with the Coalition.

Specific tasks provided for through this funding include:

- T Placement of more than 1,275 children per month in early learning and child care arrangements.
- T Development of assessment of children placed in care through this funding, identification of developmental delays and provision of appropriate referrals for help with these delays.
- T Education of parents of each child placed in early learning and child care programs through county funding about the importance of selecting quality early learning programs, and the quality indicators they can use to select the best arrangement for their child.
- T Provision of referrals for early learning and child care programs for each parent receiving assistance.
- T Implementation of needs assessments for every parent with a child placed in care through county funds.
- T Assistance to parents in meeting unmet needs through Early Learning Coalition of Escambia County programs, First Call for Help, and referrals to other community resources.

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.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 pm will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN
ESCAMBIA COUNTY
AND
UNITED WAY OF ESCAMBIA COUNTY, INC.**

THIS AGREEMENT is made and entered into this 1st day of October 2012 by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and United Way of Escambia County, Inc., a non profit corporation authorized to do business in the State of Florida, with administrative offices at 1301 West Government Street, Pensacola, Florida 32501 and a Federal Tax Identification Number of 59-0651076 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Board of County Commissioners of Escambia County, Florida is authorized under Chapter 125, Florida Statutes, to perform those acts, including the expenditure of public tax monies, which further the public good and common interest of the people of Escambia County; and

WHEREAS, the Recipient serves the citizens of Escambia County by providing community information and referral services; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by this dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County monies to it for such work; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety, and general welfare of the residents of Escambia County that said expenditure of County monies serves an essential public purpose as established by law; and

WHEREAS, given that, the County has appropriated from the County's General Fund for the County's current Fiscal Year 2012/13 (October 1 through September 30), the sum of \$33,250.00 to conduct the program generally described as:

211 Program for Escambia County

and more particularly set out in Exhibit "A" which is attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of Section 129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of Section 129.09, Florida Statutes have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. To pay for "Bad Debts". Losses arising from uncollectible accounts and other claims, and related costs are not allowable; or

2. To pay for "Contingencies". Contributions to a contingency reserve or any similar provisions for unforeseen events are not allowable; or

3. To make "Contributions or Donations". Contributions and donations are not allowable; or

4. To pay for "Entertainment". Costs of amusements, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities are not allowable; or

5. To pay "Fines and Penalties". Costs resulting from violations of, or failure to comply with Federal, State, and local laws and regulations governing this Agreement, are not allowable; or

6. To pay "Governor's Expenses". The salaries and expenses of the Office of the Governor of the State or the chief executive of the County are considered a cost of general State or local government and are not allowable; or

7. To pay "Legislative Expenses". The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction, are not allowable; or

8. To pay "Interest and Other Financial Costs". Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith, are not allowable; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require; and

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred, twenty (120) days of the close of the Recipient's fiscal year; and

G) Operating successfully the program more particularly described in Exhibit "A" to this Agreement. The Recipient may not enter into subcontracts or subgrants under of this Agreement without the County's written approval. The Recipient must furnish the County a copy of all subcontracts or subgrants prior to receiving written approval, which shall be made in the sole discretion of the County.

Section 2. This Agreement shall be considered to have become effective on the 1st day of October 2012, and will terminate on the 30th day of September 2013, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 3. The County agrees to pay the recipient the sum of \$33,250.00 for the program of activity payable monthly in accordance with the procedures set forth in Exhibit "B" to this Agreement which is attached hereto and incorporated by reference herein.

Section 4. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program, which has a unit cost of \$1,000.00 or more, will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 5. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit "A". Such report will be due within 30 days of the close of FY 2012-2013 and will include basic statistical information relevant to the program, and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit "A".

Section 6. The Recipient's approved budget, included in Exhibit "A" and any changes in that budget, which would affect expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 7. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2013, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed 10 percent of the current appropriation to the Recipient or \$500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 8. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2013, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this **AGREEMENT** on the day and year first above written.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

BCC APPROVED: _____

UNITED WAY OF ESCAMBIA COUNTY, INC.

By: _____

Title: _____

Attest:

Secretary

This document approved as to form and legal sufficiency.

By: *Kristin Hual*
Title: *HCH*
Date: *9/20/12*

EXHIBIT "A"

2012/2013 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION United Way of Escambia County, Inc.

	<u>APPROVED BUDGET</u>
SALARIES AND BENEFITS	\$ <u>33,250.00</u>
SUPPLIES	\$ _____
TRAVEL.....	\$ _____
UTILITIES.....	\$ _____
EQUIPMENT (Unit Cost \$1,000 or more).....	\$ _____
OTHER RECURRING COSTS:	
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL OTHER RECURRING COSTS	\$ _____
OTHER NON-RECURRING COSTS	
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL OTHER NON-RECURRING COSTS	\$ _____
GRAND TOTAL	\$ <u>33,250.00</u>

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

United Way of Escambia County will provide community information and referral services to Escambia County citizens through the 211 Program for Escambia County.

The 211 Program is a comprehensive community information and referral service available to every county resident at no charge, 8 am to 5 pm, Monday through Friday.

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.

Invoices and receiving documents received in Accounts Payable by Friday at 5:00 pm will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN
ESCAMBIA COUNTY
AND
PENSACOLA'S PROMISE, INC., D/B/A CHAIN REACTION**

THIS AGREEMENT is made and entered into this 1st day of October 2012, by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Pensacola's Promise, Inc., a non profit corporation authorized to do business in the State of Florida, with administrative offices at 1301 East Gadsden Street, Pensacola, Florida 32501 and a Federal Tax Identification Number of 20-5966578 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Board of County Commissioners of Escambia County, Florida is authorized under Chapter 125, Florida Statutes, to perform those acts, including the expenditure of public tax monies, which further the public good and common interest of the people of Escambia County; and

WHEREAS, the Recipient serves the citizens of the County by matching community resources with identified needs so that all of Escambia County's children have an ongoing relationship with a caring adult, safe places and structured activities during out of school hours, a healthy start, a marketable skill through effective education, and opportunities to give back through community service; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by this dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County monies to it for such work; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety, and general welfare of the residents of Escambia County that said expenditure of County monies serves an essential public purpose as established by law; and

WHEREAS, given that, the County has appropriated from the County's General Fund for the County's current Fiscal Year 2012/13 (October 1 through September 30), the sum of \$19,000.00 to conduct the program generally described as:

Pensacola's Promise, Inc., d/b/a Chain Reaction

and more particularly set out in Exhibit "A" which is attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of Section 129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of Section 129.09, Florida Statutes have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. To pay for "Bad Debts". Losses arising from uncollectible accounts and other claims, and related costs are not allowable; or

2. To pay for "Contingencies". Contributions to a contingency reserve or any similar provisions for unforeseen events are not allowable; or

3. To make "Contributions or Donations". Contributions and donations are not allowable; or

4. To pay for "Entertainment". Costs of amusements, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities are not allowable; or

5. To pay "Fines and Penalties". Costs resulting from violations of, or failure to comply with Federal, State, and local laws and regulations governing this Agreement, are not allowable; or

6. To pay "Governor's Expenses". The salaries and expenses of the Office of the Governor of the State or the chief executive of the County are considered a cost of general State or local government and are not allowable; or

7. To pay "Legislative Expenses". The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction, are not allowable; or

8. To pay "Interest and Other Financial Costs". Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith, are not allowable; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require; and

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred, twenty (120) days of the close of the Recipient's fiscal year; and

G) Operating successfully the program more particularly described in Exhibit "A" to this Agreement. The Recipient may not enter into subcontracts or subgrants under of this Agreement without the County's written approval. The Recipient must furnish the County a copy of all subcontracts or subgrants prior to receiving written approval, which shall be made in the sole discretion of the County.

Section 2. This Agreement shall be considered to have become effective on the 1st day of October 2012, and will terminate on the 30th day of September 2013, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 3. The County agrees to pay the recipient the sum of \$19,000.00 for the program of activity payable semi-annually in accordance with the procedures set forth in Exhibit "B" to this Agreement which is attached hereto and incorporated by reference herein.

Section 4. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program, which has a unit cost of \$1,000.00 or more, will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 5. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit "A". Such report will be due within 30 days of the close of FY 2012-2013 and will include basic statistical information relevant to the program, and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit "A". Disbursement of each payment to the Recipient will be contingent upon prior receipt by the County of the required report which is due during the preceding quarter.

Section 6. The Recipient's approved budget, included in Exhibit "A" and any changes in that budget, which would affect expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 7. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2013, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed 10 percent of the current appropriation to the Recipient or \$500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 8. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2013, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this **AGREEMENT** on the day and year first above written.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

BCC APPROVED: _____

PENSACOLA'S PROMISE, INC., d/b/a Chain Reaction

By: _____

Title: _____

Attest:

Secretary

This document approved as to form and legal sufficiency.

By: Kristin Head
Title: ACT
Date: 9/20/12

EXHIBIT "A"

2012/2013 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION Pensacola's Promise, Inc., d/b/a Chain Reaction

APPROVED BUDGET

SALARIES AND BENEFITS \$ 19,000.00
SUPPLIES \$ _____
TRAVEL..... \$ _____
UTILITIES..... \$ _____
EQUIPMENT (Unit Cost \$1,000 or more)..... \$ _____

OTHER RECURRING COSTS:

_____ \$ _____
_____ \$ _____
_____ \$ _____
_____ \$ _____

TOTAL OTHER RECURRING COSTS \$ _____

OTHER NON-RECURRING COSTS

_____ \$ _____
_____ \$ _____
_____ \$ _____
_____ \$ _____

TOTAL OTHER NON-RECURRING COSTS \$ _____

GRAND TOTAL \$ 19,000.00

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS

Pensacola's Promise, Inc., d/b/a Chain Reaction

Chain Reaction is the local teen volunteer center for 13-18 year-olds; we are teen-directed, teen-driven, and teen-organized. Teenagers are not told what to do, but rather are asked what they think should be done. Chain Reaction empowers teens to change their world through volunteerism.

Chain Reaction unleashes the power of teens by creating a culture in which teens are given opportunities to positively impact their community. We will continue to grow Chain Reaction through increased leadership programs, volunteer opportunities, and civic action opportunities. Our goals for 2012-2013 are:

- 1,000 teens will volunteer in our community through Chain Reaction
- 70 non profit agencies will partner with Chain Reaction to complete 700 volunteer projects
- And 140,000 people will be impacted through our volunteer efforts.

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.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 pm will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN
ESCAMBIA COUNTY
AND
WILDLIFE SANCTUARY OF NORTHWEST FLORIDA, INC.**

THIS AGREEMENT is made and entered into this 1st day of October 2012, by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Wildlife Sanctuary of Northwest Florida, Inc., a non profit corporation authorized to do business in the State of Florida, with administrative offices at 105 North "S" Street, Pensacola, Florida 32505 and a Federal Tax Identification Number of 59-2222303 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Board of County Commissioners of Escambia County, Florida is authorized under Chapter 125, Florida Statutes, to perform those acts, including the expenditure of public tax monies, which further the public good and common interest of the people of Escambia County; and

WHEREAS, the Recipient provides to the citizens of Escambia County a valuable and necessary program to protect the County's wildlife resources; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by this dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County monies to it for such work; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety, and general welfare of the residents of Escambia County that said expenditure of County monies serves an essential public purpose as established by law; and

WHEREAS, given that, the County has appropriated from the County's General Fund for the County's current Fiscal Year 2012/13 (October 1 through September 30), the sum of \$30,951.00 to conduct the program generally described as:

Wildlife Sanctuary of Northwest Florida, Inc.

and more particularly set out in Exhibit "A" which is attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of Section 129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of Section 129.09, Florida Statutes have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. To pay for "Bad Debts". Losses arising from uncollectible accounts and other claims, and related costs are not allowable; or

2. To pay for "Contingencies". Contributions to a contingency reserve or any similar provisions for unforeseen events are not allowable; or

3. To make "Contributions or Donations". Contributions and donations are not allowable; or

4. To pay for "Entertainment". Costs of amusements, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities are not allowable; or

5. To pay "Fines and Penalties". Costs resulting from violations of, or failure to comply with Federal, State, and local laws and regulations governing this Agreement, are not allowable; or

6. To pay "Governor's Expenses". The salaries and expenses of the Office of the Governor of the State or the chief executive of the County are considered a cost of general State or local government and are not allowable; or

7. To pay "Legislative Expenses". The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction, are not allowable; or

8. To pay "Interest and Other Financial Costs". Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith, are not allowable; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require; and

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred, twenty (120) days of the close of the Recipient's fiscal year; and

G) Operating successfully the program more particularly described in Exhibit "A" to this Agreement. The Recipient may not enter into subcontracts or subgrants under of this Agreement without the County's written approval. The Recipient must furnish the County a copy of all subcontracts or subgrants prior to receiving written approval, which shall be made in the sole discretion of the County.

Section 2. This Agreement shall be considered to have become effective on the 1st day of October 2011 and will terminate on the 30th day of September 2012, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 3. The County agrees to pay the recipient the sum of \$31,951.00 for the program of activity payable monthly in accordance with the procedures set forth in Exhibit "B" to this Agreement which is attached hereto and incorporated by reference herein.

Section 4. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program, which has a unit cost of \$1,000.00 or more, will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 5. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit "A". Such report will be due within 30 days of the close of FY2012-2013 and will include basic statistical information relevant to the program, and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit "A". Disbursement of each quarterly payment to the Recipient will be contingent upon prior receipt by the County of the required report which is due during the preceding quarter.

Section 6. The Recipient's approved budget, included in Exhibit "A" and any changes in that budget, which would affect expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 7. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2013, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed 10 percent of the current appropriation to the Recipient or \$500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 8. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2013, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this **AGREEMENT** on the day and year first above written.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

BCC APPROVED: _____

WILDLIFE SANCTUARY OF NORTHWEST FLORIDA, INC.

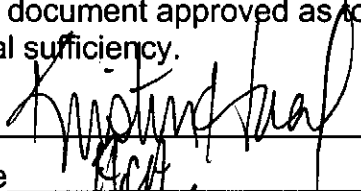
By: _____

Title: _____

Attest:

Secretary

This document approved as to form and legal sufficiency.

By:  _____

Title: _____

Date: 9/26/12 _____

EXHIBIT "A"

2012/2013 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION Wildlife Sanctuary of Northwest Florida, Inc.

	<u>APPROVED BUDGET</u>
SALARIES AND BENEFITS	\$ <u>19,000.00</u>
SUPPLIES	\$ _____
TRAVEL	\$ _____
UTILITIES	\$ _____
EQUIPMENT (Unit Cost \$1,000 or more)	\$ _____
OTHER RECURRING COSTS:	
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL OTHER RECURRING COSTS	\$ _____
OTHER NON-RECURRING COSTS	
<u>Audit</u>	\$ <u>5,500.00</u>
<u>Printing (to include newsletter, flyers, educational information etc.</u>	\$ <u>4,000.00</u>
<u>Building Security</u>	\$ <u>180.00</u>
<u>Facility Needs</u>	\$ <u>1,000.00</u>
<u>Outdoor Exhibit Needs</u>	\$ <u>1,271.00</u>
TOTAL OTHER NON-RECURRING COSTS	\$ <u>11,951.00</u>
GRAND TOTAL	\$ <u>30,951.00</u>

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS

Wildlife Sanctuary of Northwest Florida, Inc.

The Wildlife Sanctuary of Northwest Florida provides information, tours, presentations and a quarterly publication to the public. Through these services school children, senior citizens, physically and mentally challenged associations, church groups and the general public learn about their impact on Florida's wildlife so that they may make informed choices about how their everyday behavior affects the environment.

The mission of the Wildlife Sanctuary is to provide a safe haven for injured and orphaned wildlife, provide rehabilitation and release when possible and to foster public awareness and appreciation of wildlife. This is accomplished through the mobilization and direction of public, private and human resources to provide care, create natural habitats and promote wildlife preservation through education.

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.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 pm will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3327

County Administrator's Report 13. 19.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/18/2012

Issue: Approval of Fiscal Year 2012/2013 4th Cent Miscellaneous Appropriations Agreements

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of the Fiscal Year 2012/2013 Miscellaneous Appropriations Agreements for Outside Agencies to Be Paid from the 4th Cent Tourist Promotion Fund - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning approval of the Fiscal Year 2012/2013 Miscellaneous Appropriations Agreements for Outside Agencies:

A. Approve the following Miscellaneous Appropriations Agreements to be paid from the 4th Cent Tourist Promotion Fund (108), Cost Center 360105:

1. Art, Culture, and Entertainment, Inc. - \$266,099; and
2. West Florida Historic Preservation, Inc. - \$70,000;

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

C. Authorize the execution of the necessary Purchase Orders.

BACKGROUND:

The County makes payment in support of the activities of certain outside agencies approved by the Board. In order to recognize these contractual agreements and establish the source documents by which payment can be made, Board approval of these Agreements is necessary.

BUDGETARY IMPACT:

Funds are available in the Fiscal Year 2012/2013 Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney has reviewed and approved the agreements

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval of Miscellaneous Appropriations Agreements is necessary.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

4th Cent Agreements

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN
ESCAMBIA COUNTY
AND
ART, CULTURE, AND ENTERTAINMENT, INC.**

THIS AGREEMENT is made and entered into this 1st day of October 2012, by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Art Culture and Entertainment, Inc., a non profit corporation authorized to do business in the State of Florida, with administrative offices at 6120 Enterprise Drive, Pensacola, Florida 32505 and a Federal Tax Identification Number of 27-1396429 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Board of County Commissioners of Escambia County, Florida is authorized under Section 125.0104, Florida Statutes, to perform those acts, including the expenditure of Local Option Tourist Development Act tax monies, which further the public good and common interest of the people of Escambia County; and

WHEREAS, the Recipient serves the citizens of Escambia County as a vital cultural link to the arts which benefits residents and visitors alike in the appreciation of the beauty of man's artistic achievements; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by its dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County public monies to it; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety and general welfare of the residents of Escambia County that said expenditure of County tax monies serves an essential public purpose as established by law; and

WHEREAS, the County has appropriated from the County's Tourist Development Fund for the County's current Fiscal Year 2012/13 (October 1 through September 30), the sum of \$266,099.00 to conduct a program generally described as:

Art, Culture, and Entertainment, Inc.

and more particularly set out in Exhibit "A" which is attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of Sections 125.0104 and 129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of Section 129.09, Florida Statutes have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. To pay for "Bad Debts". Losses arising from uncollectible accounts and other claims, and related costs are not allowable; or

2. To pay for "Contingencies". Contributions to a contingency reserve or any similar provisions for unforeseen events are not allowable; or

3. To make "Contributions or Donations". Contributions and donations are not allowable; or

4. To pay for "Entertainment". Costs of amusements, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities are not allowable; or

5. To pay "Fines and Penalties". Costs resulting from violations of, or failure to comply with Federal, State, and local laws and regulations governing this Agreement, are not allowable; or

6. To pay "Governor's Expenses". The salaries and expenses of the Office of the Governor of the State or the chief executive of the County are considered a cost of general State or local government and are not allowable; or

7. To pay "Legislative Expenses". The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction, are not allowable; or

8. To pay "Interest and Other Financial Costs". Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith, are not allowable; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require; and

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred, twenty (120) days of the close of the Recipient's fiscal year; and

G) Operating successfully the program more particularly described in Exhibit "A" to this Agreement. The Recipient may not enter into subcontracts or subgrants under of this Agreement without the County's written approval. The Recipient must furnish the County a copy of all subcontracts or subgrants prior to receiving written approval, which shall be made in the sole discretion of the County.

Section 2. This Agreement shall be considered to have become effective on the 1st day of October 2012, and will terminate on the 30th day of September 2013, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 3. The County agrees to pay the recipient the sum of \$266,099.00 for the program of activity payable monthly in accordance with the procedures set forth in Exhibit "B" to this Agreement which is attached hereto and incorporated by reference herein.

Section 4. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program, which has a unit cost of \$1,000.00 or more, will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 5. The Recipient agrees to provide the County with a list of qualified sub-recipients to whom Recipient shall distribute said funds in furtherance of the program described in Exhibit "A". Disbursement of payments to the Recipient will be contingent upon prior receipt by the County of the required list of sub-recipients which is due on or before submission of the first invoice for appropriations payments.

Section 6. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit "A". Such report will be due within 30 days of the close of FY 2012-2013 and will include basic statistical information relevant to the program, and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit "A". Continued disbursement of payments to the Recipient will be contingent upon prior receipt by the County of the required report which is due during the preceding quarter.

Section 7. The Recipient's approved budget, included in Exhibit "A" and any changes in that budget, which would affect expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 8. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2013, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed 10 percent of the current appropriation to the Recipient or \$500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 9. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2013, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this **AGREEMENT** on the day and year first above written.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

BCC APPROVED: _____

ART, CULTURE, AND ENTERTAINMENT, INC.

By: _____

Title: _____

Attest:

Secretary

This document approved as to form and legal sufficiency.

By: Kristina Hual
Title: ACA
Date: 9/20/12

EXHIBIT "A"

2012/2013 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION Art, Culture, and Entertainment, Inc.

APPROVED BUDGET

SALARIES AND BENEFITS \$ _____

SUPPLIES \$ _____

TRAVEL..... \$ _____

UTILITIES..... \$ _____

EQUIPMENT (Unit Cost \$1,000 or more)..... \$ _____

OTHER RECURRING COSTS:

_____ \$ _____

_____ \$ _____

TOTAL OTHER RECURRING COSTS \$ _____

OTHER NON-RECURRING COSTS

Grants to Escambia
Organizations \$ 266,099.00

_____ \$ _____

_____ \$ _____

_____ \$ _____

TOTAL OTHER NON-RECURRING COSTS \$ 266,099.00

GRAND TOTAL \$ 266,099.00

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

Grants to Escambia Arts Organizations using TDC funds:

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.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 pm will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN
ESCAMBIA COUNTY
AND
WEST FLORIDA HISTORIC PRESERVATION, INC.**

THIS AGREEMENT is made and entered into this 1st day of October 2012, by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and West Florida Historic Preservation, Inc., a non profit corporation authorized to do business in the State of Florida, with administrative offices at 120 Church Street, Pensacola, Florida 32501 and a Federal Tax Identification Number of 23-7009319 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Board of County Commissioners of Escambia County, Florida is authorized under Section 125.0104, Florida Statutes, to perform those acts, including the expenditure of Local Option Tourist Development Act tax monies, which further the public good and common interest of the people of Escambia County; and

WHEREAS, the Recipient serves the citizens of Escambia County by preserving for future generations the rich and varied history of Pensacola from colonial times to today's modern world; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by its dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County public monies to it; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety and general welfare of the residents of Escambia County that said expenditure of County tax monies serves an essential public purpose as established by law; and

WHEREAS, the County has appropriated from the County's Tourist Development Fund for the County's current Fiscal Year 2012/13(October 1 through September 30), the sum of \$70,000.00 to conduct a program generally described as:

West Florida Historic Preservation, Inc.

and more particularly set out in Exhibit "A" which is attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of Sections 125.0104 and 129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of Section 129.09, Florida Statutes have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. To pay for "Bad Debts". Losses arising from uncollectible accounts and other claims, and related costs are not allowable; or

2. To pay for "Contingencies". Contributions to a contingency reserve or any similar provisions for unforeseen events are not allowable; or

3. To make "Contributions or Donations". Contributions and donations are not allowable; or

4. To pay for "Entertainment". Costs of amusements, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities are not allowable; or

5. To pay "Fines and Penalties". Costs resulting from violations of, or failure to comply with Federal, State, and local laws and regulations governing this Agreement, are not allowable; or

6. To pay "Governor's Expenses". The salaries and expenses of the Office of the Governor of the State or the chief executive of the County are considered a cost of general State or local government and are not allowable; or

7. To pay "Legislative Expenses". The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction, are not allowable; or

8. To pay "Interest and Other Financial Costs". Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith, are not allowable; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require; and

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred, twenty (120) days of the close of the Recipient's fiscal year; and

G) Operating successfully the program more particularly described in Exhibit "A" to this Agreement. The Recipient may not enter into subcontracts or subgrants under of this Agreement without the County's written approval. The Recipient must furnish the County a copy of all subcontracts or subgrants prior to receiving written approval, which shall be made in the sole discretion of the County.

Section 2. This Agreement shall be considered to have become effective on the 1st day of October 2012, and will terminate on the 30th day of September 2013, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 3. The County agrees to pay the recipient the sum of \$70,000.00 for the program of activity payable monthly in accordance with the procedures set forth in Exhibit "B" to this Agreement which is attached hereto and incorporated by reference herein.

Section 4. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program, which has a unit cost of \$1,000.00 or more, will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 5. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit "A". Such report will be due within 30 days of the close of FY 2012-2013 and will include basic statistical information relevant to the program, and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit "A". Continued disbursement of payments to the Recipient will be contingent upon prior receipt by the County of the required report which is due during the preceding quarter.

Section 6. The Recipient's approved budget, included in Exhibit "A" and any changes in that budget, which would affect expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 7. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2013, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed 10 percent of the current appropriation to the Recipient or \$500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 8. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2013, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this **AGREEMENT** on the day and year first above written.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

BCC APPROVED: _____

WEST FLORIDA HISTORIC PRESERVATION, INC.

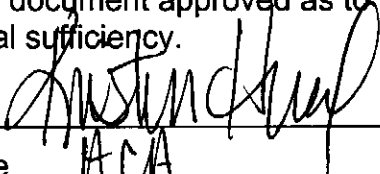
By: _____

Title: _____

Attest:

Secretary

This document approved as to form and legal sufficiency.

By:  _____

Title: ACA _____

Date: 9/26/12 _____

EXHIBIT "A"

2012/2013 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION West Florida Historic Preservation, Inc.

APPROVED BUDGET

SALARIES AND BENEFITS \$ _____
SUPPLIES \$ 18,000.00
TRAVEL..... \$ _____
UTILITIES..... \$ 5,000.00
EQUIPMENT (Unit Cost \$1,000 or more)..... \$ _____

OTHER RECURRING COSTS:

Printing \$ 20,000.00
Advertising \$ 13,000.00
Photography \$ 5,000.00
Insurance \$ 9,000.00
_____ \$ _____

TOTAL OTHER RECURRING COSTS \$ 47,000.00

OTHER NON-RECURRING COSTS

_____ \$ _____
_____ \$ _____
_____ \$ _____

TOTAL OTHER NON-RECURRING COSTS \$ _____

GRAND TOTAL \$ 70,000.00

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

West Florida Historic Preservation, Inc.

These funds assist in supporting the ongoing services provided to the County by the West Florida Historic Preservation, Inc. This includes historic preservation, changing exhibits, operation of Historic Pensacola Village, consultation with county staff and residents on preservation activities as well as research planning and grants. This funding demonstrates the county's contribution in response to UWF's appropriation of over \$650,000/year.

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.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 pm will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3338

County Administrator's Report 13. 20.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/18/2012

Issue: BA#005 - Revisions to the Property Appraiser and Sheriff's Budget

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Budget Amendment #005 - Amy Lovoy, Management and Budget Services Department Director

That the Board approve Budget Amendment #005, Property Appraiser and Sheriff's Department, General Fund (001) in the amount of \$353,920, to cover a Florida Department of Revenue (FDOR) amendment to the Property Appraiser's Budget for an increase of \$125 and a reallocation of funding within the Sheriff's existing Fiscal Year 2012/2013 Budget into the proper personnel and operating accounts.

BACKGROUND:

The FDOR approved a late adjustment to the Escambia Property Appraiser's Budget which resulted in an increase of \$125 to the Property Appraiser's salary. There were some adjustments in salaries and operating budgets within the current FY12/13 Sheriff's Budget, this amendment corrects all amendments and adjustments.

BUDGETARY IMPACT:

There was an increase in the Property Appraiser's Budget of \$125, no net change to the Sheriff's total budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

BCC policy requires changes or amendments to the Constitutional Officer's Budgets to come before the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

13BA005

**Board of County Commissioners
Escambia County
Budget Amendment Request**

**Request Number
#005**

Approval Authorities

	<u>Date Rec.</u>	<u>Date Forward</u>	<u>Approved</u>	<u>Disapproved</u>
Bureau Chief				
Assistant County Administrator				
County Administrator				
Action by the Board				

**Transfer From: Fund 001/Non-Departmental/Sheriff
Fund/Department**

Account Title	Project Number	Cost Center	Account Code	Amount
Reserves for Operating		110201	59805	125
Personal Services		540101	59702	306,517
Personal Services		540102	59702	47,278
Total				\$353,920

**Transfer To: Fund 001/Property Appraiser/Sheriff
Fund/Department**

Account Title	Project Number	Cost Center	Account Code	Amount
Personal Services		510101	59702	125
Operating Expenditures		540101	59703	353,795
Total				\$353,920

Detailed Justification:

Funds are being reallocated to the Property Appraiser's Budget from BCC reserves due to a salary adjustment to the Property Appraiser's position by the Florida Department of Revenue (FDOR).
 The Property Appraiser's Salary was adjusted by the FDOR, this corrects the adjustment.

Reallocating funds within the Sheriff's existing FY12/13 Budget to account properly for the reduction of \$353,795 request initially submitted in the original Sheriff's Budget request.

OMB Analyst

Budget Manager

Director Administrative Services



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3346

County Administrator's Report 13. 21.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/18/2012

Issue: SBA#291 - Law Enforcement Trust Funds

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #291 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #291, Law Enforcement Trust (LET) Fund (121) in the amount of \$604,668, to recognize proceeds from LET law enforcement activities with the Sheriff's Department, and to appropriate these funds for Fiscal Year 2011-2012 pending vouchers.

BACKGROUND:

The Sheriff's Department has generated additional revenues in their LET Funding, this SBA recognizes those revenues in the old FY 2011-12 Budget to pay pending invoices. Capital purchases totaling \$250,000 include communications equipment and computers for law enforcement.

BUDGETARY IMPACT:

This amendment will increase Fund 121 by \$604,668.

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#291

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2012-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, the Escambia County has received reimbursements for the Law Enforcement Trust Fund. These funds must now be recognized and appropriated to cover additional operational activities associated with law enforcement activities with the Sheriff's Department during FY11/12.

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:

Law Enforcement Trust Fund Name	121 Fund Number		
Revenue Title	Fund Number	Account Code	Amount
Law Enforcement Trust	121	359005	546,166
Interest	121	361001	5,984
Sale of Equipment	121	364002	41,355
Prior Year Refund	121	369004	11,163
Total			\$604,668

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Operating Supplies	121/540103	55201	304,668
Capital & Equipment	121/540103	56401	250,000
Aids to Private Organizations	121/540103	58201	50,000
Total			\$604,668

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
#291



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3351

County Administrator's Report 13. 22.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/18/2012

Issue: Amendment to the Payment in Lieu of Taxes (PILOT) Agreement with Sacred Heart Health Systems

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Second Amendment to the Payment in Lieu of Taxes Agreement with Sacred Heart Health Systems, Inc. - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the Second Amendment to and Extension of Agreement for Payment in Lieu of Taxes by and among Escambia County Board of County Commissioners and Sacred Heart Health System, Inc.:

A. Approve the Second Amendment to the Payment in Lieu of Taxes Agreement with Sacred Heart Health System, Inc., in the amount of \$2,146,068.62, which will allow Sacred Heart to make voluntary payments in lieu of taxes to Escambia County; and

B. Adopt the Resolution approving Supplemental Budget Amendment #008 in the amount of \$2,146,069, General Fund (001), to recognize the proceeds from the PILOT Agreement and to appropriate these funds in Aids to Governmental Agencies.

BACKGROUND:

This agreement allows Sacred Heart to make voluntary payments to Escambia County in lieu of property taxes that would have been due in 2012 and 2013 if certain of their properties were taxable.

BUDGETARY IMPACT:

This supplemental budget amendment will increase the General Fund by \$2,146,069 and appropriate these funds for Aids to Governmental Agencies.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

013sa008

PILOT 2012

**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 will receive monies from Sacred Heart Health systems as a result of a PILOT, and this funding must now be recognized and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2013:

General Fund Fund Name	1 Fund Number		
Revenue Title	Fund Number	Account Code	Amount
Payment in Lieu of Taxes	1	333101	2,146,069
Total			\$2,146,069

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Aids to Governmental Agencies	001/110201	58101	\$2,146,069
Total			\$2,146,069

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
#008

**SECOND AMENDMENT TO AND EXTENSION OF AGREEMENT
FOR PAYMENT IN LIEU OF TAXES BY AND AMONG
ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AND
SACRED HEART HEALTH SYSTEM, INC.**

THIS IS THE SECOND AMENDMENT TO AND EXTENSION OF AGREEMENT FOR PAYMENT IN LIEU OF TAXES, dated September 1, 2012, by and among the Escambia County Board of County Commissioners, having its principal office located at 221 Palafox Place, Pensacola, FL 32501. (the "County") and Sacred Heart Health System, Inc., a Florida charitable not-for-profit corporation having its principal office located at 5151 North Ninth Avenue, Pensacola, Florida 32504, ("SHHS").

WITNESSETH:

WHEREAS, on or about December 9, 2010, SHHS and County entered into an Agreement For Payment in Lieu of Taxes (the "Agreement") whereby the County agreed to receive payments from SHHS in lieu of certain real and tangible personal property taxes, as described more particularly therein, which Agreement was amended on or about July 1, 2011; and

WHEREAS, the Parties hereto have agreed to further amend and extend the Agreement; and

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

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to amend the Agreement as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. The Agreement shall be extended for an additional period, beginning on December 9, 2012 and ending on December 8, 2013.
3. Effective September 1, 2012, that Paragraph 3 is hereby amended as follows:

Payment in Lieu of Taxes to the County: SHHS shall make the following payments to the County, at the dates and in the amounts set out below.

In consideration for exempted taxes for calendar year 2012 and calendar year 2013, SHHS shall pay to the County the sum of Two Million One Hundred Forty-Six Thousand Sixty-Eight and 62/100 Dollars (\$2,146,068.62), payable in two (2) equal installments of \$1,073,034.31 on or before October 1, 2012 and December 1, 2013. The payments under this paragraph shall be unrestricted and without condition, and shall be and remain the property of the County without regard to subsequent events. See attached Exhibit A, Itemization of Payments by Accounts.

4. That Paragraph 4 is hereby amended, effective September 1, 2012 as follows:

Calculation of Payments in Lieu of Taxes: The payments by SHHS under this agreement shall be calculated in accordance with this Paragraph.

4.1 The most current Assessed Value of the Property shall be determined as the total value of exempt real property, improvements to real property, personal property and fixtures.

4.2 The payment obligation of SHHS in any year shall be calculated in each year as: the product of the Annual Exempt Value multiplied by the total countywide mills.

5. The Agreement and all terms and conditions therein shall remain unaltered and in full force and effect and are hereby ratified and confirmed in all respects, as hereinabove amended. Any reference in the Agreement or in any instrument, document or consideration executed or delivered pursuant to "this Agreement", "hereof", "hereto", and "hereunder" and similar references thereto shall be deemed and construed to be a reference to the Agreement, as amended by First Amendment to Agreement and by this Amendment to and Extension of Agreement.
6. This Amendment of Agreement will be governed by and construed in accordance with the laws of the State of Florida, without giving effect to otherwise applicable principles of conflicts of law. This Amendment may be executed in any number of counterparts, each of which will be deemed to be an original and all of which, when taken together, will be deemed to constitute but one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment to Agreement individually or by signature of their duly authorized representatives as of the day and year first above written.

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

Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Deputy Clerk

SACRED HEART HEALTH SYSTEM, INC., a
Florida charitable not-for-profit corporation

ATTEST:

Corporate Assistant Secretary

This document approved as to form
and legal sufficiency

By: MUSTAM HUAL

Title: CEO

Date: 10/3/12

Exhibit "A"

Ad Valorem (Real Property) Taxes

Account	Property	2012 Assmt. (County)
33524649	6154 Bayou Blvd.	995,694
33524700	5100 Bayou Blvd.	554,800
33524930	5000 Bayou Blvd.	1
33529000	5151 N. 9th Ave.	92,614,097
33529001	5149 N. 9th Ave.	1,535,318
33529002	5147 N. 9th Ave.	2,542,720
33529100	Trinity St.	95
33529100	5865 N. 9th Ave.	5,122,400
33529380	1545 Airport Blvd.	8,696,664
33529600	5225 Carmel Heights	1,624,585
33529810	1549 Airport Blvd.	2,702,958
33529820	1549 Airport Blvd.	2,003,137
33550083	5045 Carpenter Creek	755,132
33561502	Brant Lane	95
33561505	5150 Bayou Blvd.	2,015,573
33561528	5190 Bayou Blvd.	157,209
33561532	5190 Bayou Blvd.	213,792
33561815	5120 Bayou Blvd.	182,938
33561850	5120 Bayou Blvd.	77,687
40867505	6800 N. W. St.	70,942
40867620	6665 Pensacola Blvd.	809,430
44291000	4406 N. Davis Hwy.	842,421
54149100	4929 Mobile Hwy.	573,970
90002352	500 Milestone Blvd.	772,156
	13160 Gulf Beach Hwy.	510,435
	13137 Sorrento Rd.	491,890
	9840 Beulah Rd.	770,015
		126,636,144
County Rate		0.0069755
Total		\$983,360,42

Grand Total \$1,073,094.31

Tangible Personal Property Tax

Property	Exempt Amt. (County)	
5147 N. 9th Ave. - Ann Barbos	1,175,685	
4929 Mobile Hwy	40,354	
1601 Airport Blvd.	75,365	
6665 Pensacola Blvd.	56,412	
5151 N. 9th Ave.	18,102,021	
13138 Sorrento Rd.	35,776	
5150 Bayou Blvd.	76,178	
5149 N. 9th Ave.	948,250	
4406 N. Davis Hwy.	39,070	
400 Milestone Blvd.	40,872	
5151 N. 9th Ave. (Acct. #00-2005-099)	25,000	
9840 Beulah Rd.	80,380	
1549 Airport Blvd.	4,304,985	
1549 Airport Blvd. (SHAC LLC)	12,016	
5045 Carpenter Creek Dr.	50,528	
5120 Bayou Blvd. (Acct. #00-2013-552)	0	
4313 Old Spanish Trail Rd.	4,844	
5153 N. 9th Ave.	792,259	
4507 N. Davis Hwy.	25,528	
4451 Bayou Blvd.	128,767	
1289 Airport Blvd.	43,440	
4412 N. Davis Hwy.	27,871	
5225 Carmel Heights Dr.	6,942	
8331 N. Davis Hwy.	250,000	
5190 Bayou Blvd. (Acct. #00-2019-844)	0	
6910 Bayou Blvd. (Acct. #00-2019-850)	0	
5120 Bayou Blvd. (Acct. #00-2019-851)	0	
4541 N. Davis Hwy.	18,581	
1601 Airport Blvd. (Acct. #00-2021-123)	831,749	
	27,192,873	
County Rate		0.0069755
Total		\$189,683,89



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3357

County Administrator's Report 13. 23.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/18/2012

Issue: Tourism Development Contract for FY 2013

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of the Miscellaneous Appropriations Agreement with the Pensacola Bay Area Chamber of Commerce, Inc., d/b/a Great Pensacola Chamber for Tourism Promotion Activities - Amy Lovoy, Management and Budget Services Department Director

That the Board approve and authorize the Chairman to sign the Miscellaneous Appropriations Agreement with the Pensacola Bay Area Chamber of Commerce, Inc., d/b/a Greater Pensacola Chamber, in the amount of \$4,138,675, for tourism promotions activities, to be administered through the Tourism Administration and Convention Committee (TACC).

[Funding Source: Fund 108, Tourism Promotion Fund, Cost Centers 360101 and 360105]

BACKGROUND:

On June 28, 2012 the Board of County Commissioners voted to fund a unified tourism budget as follows:

- 100% of the available funding from the 1st Cent after paying the subsidy for the Civic Center.
- 100% of the available funding from the 2nd and 3rd Cent.
- \$850,000 from the 4th Cent with \$250,000 funded from non-recurring reserves.
- 100% of the revenues in excess of the net budget estimate in FY 2012

This agreement fulfills the first three directives in the amount of \$3,811,175 with the intent to amend this contract to fulfill the fourth directive when funds become available after the 2012 books are closed. Another \$327,500 is included in this contract to fulfill a recommendation from the Tourist Development Council in 2011.

This agreement with the Greater Pensacola Chamber of Commerce will be administered through TACC and includes the following provisions:

- Unless there is significant growth in Tourist Development Taxes, both parties understand that this level of funding may not be available in future years because one-time funding is being utilized.
- Both parties understand that the 1st Cent will be utilized by the Pensacola Civic Center

after FY 12/13 unless otherwise designated by the Board of County Commissioners.

- 4th Cent funding after the current contract period will be contingent upon growth in the Tourist Development Tax of at least 8% based on a three year moving average.
- TACC will develop specific metrics for evaluating the request of funding for outside agencies which will be heavily weighted toward increases in TDT taxes and bed nights and will report these metrics to the Board.
- Both parties will utilize their best efforts to amend this contract within 120 days of October 1st to include funding from the 4th directive.
- Requires bi-monthly reports that includes occupied units, occupancy rate, effects of tourist promotion efforts on the occupancy rate, provide statistics related to each event or festival funded.

BUDGETARY IMPACT:

The agreement specifies that funding will be allocated into the following buckets:

- Advertising/Public Relations/Market Research - A minimum of \$2,119,229
- Events/Festivals including \$20,000 for the Beulah Sausage Festival - A minimum of \$257,500
- Incentivized Travel - A minimum of \$205,119
- Hosting/Bids of Sporting Events - A minimum of \$167,581
- Operations of the Visitors' Information Center, Pensacola Sports Association and Perdido Key Chamber of Commerce - \$1,061,746

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Chamber Tourism Contract 2013

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN ESCAMBIA COUNTY AND
THE PENSACOLA BAY AREA CHAMBER OF COMMERCE, INC.**

THIS AGREEMENT is made and entered into this ____ day of _____, 2012 by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and the Pensacola Bay Area Chamber of Commerce, Inc., d/b/a Greater Pensacola Chamber (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Board of County Commissioners of Escambia County, Florida is authorized under Section 125.0104, Florida Statutes, to perform those acts, including the expenditure of Local Option Tourist Development Act tax monies for, (1) the marketing of Escambia County Tourism, (2) to increase future Tourism Development Tax revenues, (3) to increase Local Optional Sales Tax revenue, (4) to increase job growth, all of which further the public good of the people of Escambia County; and

WHEREAS, the Recipient promotes Escambia County as a vacation destination to national and international visitors whose visits generate major financial dividends to the County's well being each year; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by its dedication to the civic good; and

WHEREAS, the Tourism Administration and Convention Committee ("TACC") was created by an *Interlocal Agreement* with the express purpose to allow the community to speak with "one unified voice" on tourism matters. The TACC currently operates in the Sunshine and will continue to do so; and

WHEREAS, the Tourism Development Tax is imposed on short term lodging and meant to provide a dedicated tourism marketing and promotion fund; and

WHEREAS, in order to preserve and expand that mission, the TACC, through the Recipient, has agreed to perform certain terms and conditions relating to the grant of County public monies to it; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the enumerated mission of Section 125.0104 and its related benefits to Escambia County citizens, said expenditure of County tax monies serves an essential public purpose as established by law; and

WHEREAS, the parties agree that the level of funding provided in this *Agreement* may not be sustainable since reserves are being used as part of the funding sources. Therefore, the Board of County Commissioners shall establish all future funding levels based on then existing market conditions and available funds.

WHEREAS, the parties agree that after FY 12/13 the first cent shall be used for the operations and maintenance of the Civic Center unless otherwise designated by the Board of County Commissioners.

WHEREAS, the County has appropriated from the County's Tourist Development Fund for the County's current Fiscal Year 2012/13 (October 1 through September 30), the sum of \$3,811,175 of fiscal year 2013 Tourist Development Taxes to conduct a program generally described as:

Tourism Promotion Activities

and more particularly set out in Exhibit "A" which is attached hereto and incorporated by reference herein.

WHEREAS, the County has appropriated an additional \$327,500 identified as a residual amount from fiscal year 2012 to conduct the same program mentioned above, from which remaining expenses from fiscal year 2012 can be paid; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this *Agreement* binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The TACC, through the Recipient, agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this *Agreement*, and the provisions of Sections 125.0104 and 129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto with regard to its tourism promotion activities; and

C) To return to the County within forty-five (45) days of demand all remaining County funds paid to it upon the County's finding that the terms of the *Agreement*, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of Section 129.09, Florida Statutes have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court.:

1. To pay for "Bad Debts". Losses arising from uncollectible accounts and other claims, and related costs are not allowable; or
2. To pay for "Contingencies". Contributions to a contingency reserve or any similar provisions for unforeseen events are not allowable; or
3. To pay "Fines and Penalties". Costs resulting from violations of, or failure to comply with Federal, State, and local laws and regulations governing this Agreement, are not allowable; or
4. To pay "Governor's Expenses". The salaries and expenses of the Office of the Governor of the State or the chief executive of the County are considered a cost of general State or local government and are not allowable; or
5. To pay "Legislative Expenses". The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction, are not allowable; or
6. To pay "Interest and Other Financial Costs". Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith, are not allowable; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account.

F) To consent to:

1. Providing such audits of the financial affairs of the TACC, through the Recipient, by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require; and
2. Producing all documents required by the Internal Auditors; and
3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred, twenty (120) days of the close of the Recipient's fiscal year; and

G) Operating the program more particularly described in Exhibit "A" to this *Agreement*. The TACC, through the Recipient, may enter into subcontracts under this *Agreement* as appropriate. The TACC, through the Recipient, must furnish the County a copy of all subcontracts once executed.

Section 2. This *Agreement* shall be considered to have become effective on the 1st day of October 2012, and will terminate on the 30th day of September 2013, unless canceled sooner with cause by either party by giving thirty (30) days prior written notice of such cancellation to the other party. Upon execution, this *Agreement* will apply retroactively as of the October 1, 2012 effective date, allowing for the reimbursement of funds expended in accordance with this *Agreement* following the effective date.

Section 3. The County agrees to pay the TACC, through the Recipient, a total sum of \$4,138,675 for the program of activity described herein. The sum of \$952,794 shall be paid following the execution of this *Agreement*, and the remainder shall be paid on a cost reimbursement basis for eligible expenses in accordance with the procedures set forth in Exhibit "B" to this *Agreement* which is attached hereto and incorporated by reference herein.

Section 4. Any equipment purchased with County funds allocated in accordance with this *Agreement(s)* in connection with aforementioned program, which has a unit cost of \$1,000 or more, will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 5. In addition to any reporting requirement described in Exhibit "A", the TACC, through the Recipient, agrees to provide the County with an annual narrative progress report on the program described in Exhibit "A". Such report will be due within 30 days of the close of FY 2012-2013 and will include basic statistical information relevant to the program, and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit "A".

Section 6. The TACC's approved budget, included in Exhibit "A" and any changes in that budget, which would affect expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this *Agreement*.

Section 7. The TACC, through the Recipient, agrees that any funds provided by the County for the operation of the program through September 30, 2013, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the TACC, through the Recipient, continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed 10 percent of the current appropriation to the TACC, through the Recipient, or \$500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 8. This *Agreement* will apply to all funds appropriated during the fiscal year ending September 30, 2013, provided that the County's rights and the TACC's duties hereunder will continue for a period of five (5) years from the date of execution hereof subject to appropriation.

Section 9.

A) The Board of County Commissioners has agreed to pay the TACC, through the Recipient, the following with regards for fiscal year 2013:

1. \$600,000 from the 4th cent and any excess of the amount collected above that amount allocated to the Recipient and outside agencies.
2. \$250,000 from the 4th cent reserve.
3. All amounts from the 1st cent not spent on Civic Center operations and maintenance.

Section 10.

A) Both parties agree that 4th Cent funding after the current contract period will be contingent upon a minimum of 8% growth in Tourist Development Taxes based on a three (3) year moving average utilizing FY 11/12 as the base year.

B) The TACC, through the Recipient, agrees to establish, in consultation with its advertising, promotion and market research agencies, specific metrics for evaluating the request for funds from outside agencies, which will be heavily weighted toward increased overnight stays and increased bed nights. The TACC, through the Recipient, will also establish specific metrics for evaluating the success of its Tourism Development Tax expenditure for FY12/13, and report those results to the Board of County Commissioners. Utilizing these metrics described herein both parties agree shall use their best efforts to amend *this Agreement* to incorporate the new metrics within 120 days. The parties will also use the results of their consultation with advertising, promotion, and market research agencies to amend the estimated distribution allocations currently listed in Exhibit "A". The amendments made will include a provision for (1) the full five percent (5%) hold back on all four cents incurred in fiscal year 2012, and (2) all net proceeds over the forecast on all four cents incurred in fiscal year 2012.

C) If the Board desires the TACC, through the Recipient, will provide the metrics described above to the Board of County Commissioners as guidance for the Board's allocation of its 4th cent funding.

Section 11. General Provisions

Modification and Amendment. No modification or amendment of this *Agreement* shall be valid and binding on the parties unless made in writing and signed by or on behalf of the County and Recipient.

Entire Agreement. This *Agreement* supersedes all prior agreements and discussions between the parties with respect to the subject matter of this *Agreement*, and this *Agreement* together with all exhibits and any other documents delivered in connection with this *Agreement*, comprise the sole and entire agreement between the parties with respect to the subject matter of this *Agreement*.

Applicable Law and Venue. This *Agreement* shall be governed by and construed in accordance with the laws of the State of Florida. Exclusive venue for resolution of any dispute between the parties is to be Escambia County, Florida, and the parties hereby consent to the personal jurisdiction of said courts.

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.

Gender. Whenever the context so requires, the singular shall include the plural and plural shall include the singular, and the gender of any pronoun shall include other genders.

Severability. Wherever possible, each provision of this *Agreement*, shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this *Agreement* shall be prohibited or invalidated under applicable law, such provision shall be ineffective to the extent of such provision only, and the remaining provisions of this *Agreement* shall remain fully effective as if the prohibited or invalid provision had never been contained within the *Agreement*.

Survival. The general provisions of this Section 11 will survive any termination or expiration of this *Agreement*.

Ambiguities. Each party and its counsel have participated fully in the review and revision of this *Agreement*. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this *Agreement*. The language in this *Agreement* shall be interpreted as to its fair meaning and not strictly for or against any party.

Counterparts. This *Agreement* may be executed in any number of counterparts, each of which will be an original, and such counterparts together will constitute one and the same instrument.

Notices. All notices, authorizations, and requests given or made in connection with this *Agreement* must be sent by facsimile or Certified Mail, return receipt requested, and faxed or addressed, respectively, to the parties' head office at the following addresses:

Escambia County Board of County Commissioners
221 Palafox Place
Pensacola, FL 32502

and

Pensacola Bay Area Chamber of Commerce
117 West Garden Street
Pensacola, FL 32502

Or to any different address that is provided to a party through the means of notice adopted herein. Notices will be deemed delivered on the date shown on the certified postal return receipt or facsimile confirmation of delivery.

IN WITNESS WHEREOF the parties hereto have duly executed this **AGREEMENT** on the day and year first above written.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

BCC APPROVED: _____

RECIPIENT

By: _____

Title: _____

Attest:

Secretary

This document approved as to form and legal sufficiency.

By: *[Signature]*

Title: ACA

Date: 10/5/12

EXHIBIT "A"

2012/2013 MISCELLANEOUS APPROPRIATIONS

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS

(1) The Allocation of funds described below is the parties best estimate of the expected distributions, but shall be revised through a contract amendment approved by the Board of County Commissioners based upon The TACC's, through the Recipient, consultation with its advertising, promotion and market research agencies within 120 days.

(2) A minimum of \$2,119,229 shall be allocated for reimbursement of tourism promotion expenses related to advertising, public relations and market research. These expenses shall include but not be limited to the purchase of advertisements, payments for firms managing the advertising, public relations and market research programs, promotional items and collateral.

(3) A minimum of \$257,500 shall be allocated for reimbursement of expenses for events, local festivals and multi-cultural events as designated by the TACC including \$20,000, if funded, for the Beulah Festival which shall be exempt from any applicable lodging requirement. TACC shall provide to the County on a bi-monthly basis reporting as shown in Exhibit "C" for every allocation made for each event. The events covered under this *Agreement* shall include currently established events such as concerts, festivals, reunions and any other entertainment event including sporting events.

(4) A minimum amount of \$205,119 shall be allocated for reimbursement of tourism promotion expenses related to incentivized travel. Appropriate documentation for purchase and usage of any gift cards is required for reimbursement.

(5) A minimum amount of \$167,581 shall be allocated for reimbursement of expenses related to bidding and hosting of sporting events as designated by the TACC.

(6) The remaining \$1,061,746 shall be allocated for reimbursement of expenses incurred for promoting tourism in Escambia County and shall include, but not be limited to, operations of the Visitors' Information Center, the operations of the Pensacola Sports Association and the operations of the Perdido Key Visitors' Information Center and any trade shows, business travel, supplies, salaries and employee benefits necessary for these operations.

(7) As a condition for receipt of said funds as set forth above, the TACC, through the Recipient, shall also:

a) Provide, or arrange to be provided, bi-monthly statistics including but not limited to the total number of lodging units, total number of occupied units and occupancy rate.

b) Provide, or arrange to be provided, a methodology, metrics and reporting for advertising/tourism promotion efforts in relation to the impact on lodging unit occupancy.

c) Provide, or arrange to be provided, statistics for each event funded including hotel room nights forecast compared to room nights stayed with an analysis of tourist development tax (TDT) projected to be received and actually collected based on an average room rate for the event.

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 (1/4) 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 Agreement.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 pm will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors. Electronic payment is available if the vendor so chooses. Bank account information will be required for EFT payment.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3342

County Administrator's Report 13. 24.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/18/2012

Issue: Agreement with the City of Pensacola (d/b/a Energy Services of Pensacola) and Escambia County for Interruptible Natural Gas Service

From: David W. Wheeler, CFM, Director

Organization: Facilities Management

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Agreement with the City of Pensacola for Interruptible Natural Gas Service - David W. Wheeler, CFM, Facilities Management Department Director

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

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

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

[Funding: Fund 001, General Fund, Cost Center 310207, Object Code 54301]

Energy Services of Pensacola (ESP) is offering this interruptible gas service rate contract for the Main Jail, Central Booking and Detention, the M.C. Blanchard Building, and Escambia County Government Complex. The rate is based on the County's volume of gas usage for these buildings, and is also based on the County's ability to utilize its own propane-air backup systems. ESP purchases long-term strips of gas at competitive pricing in order to cover the basic needs of their customers, while the balance of their gas is purchased on the daily market and is subject to some price volatility. This Agreement allows the County, for a twelve-month period, to lock in at the fixed fuel charge plus a small usage charge. Based on historical data of gas usage and costs from Fiscal Year 2012, the County could realize a reduction in natural gas costs of approximately \$60,000 under the terms of this contract in Fiscal Year 2013.

BACKGROUND:

Energy Services of Pensacola (ESP) is offering this interruptible gas service rate contract for the Main Jail, Central Booking & Detention, the M. C. Blanchard Building, and Escambia County Government Complex. The rate is based on the County's volume of gas usage for these buildings, and is also based on the County's ability to utilize our own propane-air backup systems. ESP purchases long-term strips of gas at competitive pricing in order to cover the basic needs of their customers while the balance of their gas is purchased on the daily market and is subject to some price volatility. This agreement allows the County, for a twelve month period, to lock in at the fixed fuel charge plus a small usage charge. Based on historical data of gas usage and costs from FY 2012, the County could realize a reduction in natural gas costs of approximately \$60,000 under the terms of this contract in FY 2013.

BUDGETARY IMPACT:

Funding for this project are available in Fund 001, General Fund, Cost Center 310207, Object Code 54301.

LEGAL CONSIDERATIONS/SIGN-OFF:

Contract has been reviewed and approved as to form and legal sufficiency by Kristin D. Hual, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is consistent with the Escambia County Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications; exemptions; and Section 46-64, Board approval and threshold authority.

IMPLEMENTATION/COORDINATION:

Facilities Management Branch will administer the contract. The project involves coordination between Facilities Management and Energy Services of Pensacola.

Attachments

Interruptible Natural Gas Service Agreement

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**AGREEMENT WITH THE CITY OF PENSACOLA AND ESCAMBIA
COUNTY FOR INTERRUPTIBLE NATURAL GAS SERVICE**

THIS NATURAL GAS SERVICE AGREEMENT is made this ____ day of _____, 2012, by and between the **City of Pensacola**, a municipal corporation of the State of Florida, (d/b/a Energy Services of Pensacola hereinafter referred to as "ESP") with the business address of 222 W. Main Street, Pensacola, Florida 32521-0001 (hereinafter referred to as the "City") and **Escambia County**, a political subdivision of the State of Florida with the business address of 221 Palafox Place, Pensacola Florida 32502 and (hereinafter referred to as "Customer") (at all times hereinafter referred to as "party" or collectively "parties").

WITNESSETH:

WHEREAS, the Customer requests the City deliver natural gas service to it on an interruptible basis at the Customer's premises located at the following addresses: 2935 North L Street, Pensacola Florida 32501; 1200 West Leonard Street, Pensacola Florida 32501; 357 South Baylen Street, Pensacola Florida 32502; and 201 South Palafox Street, Pensacola Florida 32502; and

WHEREAS, the City agrees to make such service available to the Customer; and

WHEREAS, the Customer agrees and contracts to accept and pay for such service subject to the current City Rate Schedule GAF (Almost Firm Gas Transportation Service, Ordinance No. 28-11) hereunto, attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, all gas rates and charges, including City Rate Schedule GAF, are approved by City Council and are subject to change should the City Council approve a new gas rate ordinance; and

WHEREAS, Customer agrees to be bound by the terms and conditions of any such amended rate schedule and charges that may be adopted from time to time by the City Council; and

WHEREAS, as a result, any such amendments or revisions to the City Rate

Schedule GAF shall be deemed to be part and parcel of this Agreement; and

WHEREAS, given the above, the parties now find it is in the best financial interests of the City that this Agreement be entered into as provided herein.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration the City and Customer agree to the following terms and conditions:

1. **Customer Classification GAF, Almost Firm Transportation Service User Customer Charge**- The Customer agrees to pay a two hundred dollar (\$200.00) fixed monthly charge to be provided gas service by the City. The fixed monthly charge will be subject to an annual adjustment each October 1st based on the current Consumer Price Index (CPI).
2. **Fuel Charge**- For all gas consumed each month, the fuel rate is at an index price of three dollars sixty-three and one-half cents (\$3.635) per MMBTU of City's (Energy Services of Pensacola) delivered natural gas plus 1.6% for compression (compression is a fee charged by ESP's supplier).
3. **Usage Charge**- For all gas consumed, the Customer agrees to pay one dollar ninety-nine cents (\$1.99) per MMBTU of the City's (Energy Services of Pensacola) delivered natural gas. This rate will be subject to an annual adjustment each October 1st based on the current Consumer Price Index (CPI).
4. **Quantity of Gas**- As a "GAF Almost Firm Gas Transportation" Interruptible service classification user of the City's natural gas service, the Customer contracts and agrees to accept an average daily quantity of gas of one hundred ninety (190) Mcfs [Mcf = one thousand (1,000) cubic feet]. Should the Customer fail to consume a minimum of at least ninety (90%) of the contracted daily amount on an annualized basis; the Customer may be charged for that minimum amount of gas.
5. **Agreement to Interrupt** - The City in its sole discretion shall have the right to curtail or interrupt the supply of "Interruptible Gas" at any time for up to ten (10) days, and the Customer agrees to interrupt or curtail the consumption of gas in the manner, at the time, and to the extent directed by the City. The City may elect to curtail or interrupt gas service when it determines, in its sole discretion, that the gas

available from its sources cannot meet the demands of the City's customers. The Customer agrees that in no event shall an interruption or curtailment of service constitute a breach of this Agreement by the City. The Customer further agrees that the City shall not be liable in any manner to Customer or any person or entity for any interruption of the supply of gas, for the interference with the operations of Customer, or loss of use resulting from such operations or interference as provided for herein or any other damages, losses, or delays of any type, kind, or amount.

6. **Meters and Measurements**

- a) Gas delivered will be measured through one or more meters installed and maintained on the Customer's property near the Customer's property line and at a location satisfactory to the City. It is assumed that the volume of all gas is delivered at a pressure of four (4) oz. above an assumed atmospheric pressure of fourteen and four tenths (14.4) lbs. per square inch and sixty degrees (60°) F. When the usage of the Customer requires, the City, at its option, may supply gas service at some other pressure.
- (b) Title to meters identified and described in "Exhibit B", attached hereto and incorporated by reference herein, regulators, or special instrumentation located on the premises discussed herein, whether or not purchased and/or installed by the City or purchased and/or installed by the Customer, shall vest in the City at the inception of this Agreement. The City will inspect this equipment periodically. If a meter covered by this Agreement is found to be inoperative or inaccurate, such equipment shall be adjusted by the City to register correctly, and the amount of error shall be determined by the most accurate method feasible as agreed upon by the parties. If the inaccuracy results in an error of more than two percent (2%) plus or minus in the measurement of gas, then the calculated deliveries of gas shall be adjusted to accuracy to compensate for such error. Such adjustment shall be made for such period of inaccuracy if the period of time that the meter was inaccurate is definitely determined. If the period of inaccuracy cannot be determined, such adjustment shall be made for the last half of the period between the times the metering equipment was adjusted to register correctly

and the date of the last previous meter test. Upon the written request of the Customer, the City will inspect such meters at any reasonable time, provided that if such meters are found to register correctly, the cost of such inspection may be charged to the Customer. It is understood that such meter shall be deemed to register correctly if the error is less than two percent (2%), plus or minus. The Customer agrees to protect all pipes and meters from low temperature or other inclement weather when necessary, and further agrees to hold harmless and indemnify the City against any and all costs and/or damages arising out of or caused by the theft and/or injury to pipes and/or meters and/or other property of the City while on said premises.

7. **Billing Errors** - If an error in the measurement of gas occurs and/or an error in billing occurs which creates an undercharge to the customer, the City may back bill the Customer for not more than twelve (12) months, and the Customer agrees to pay such undercharge. The City shall allow the Customer to pay for the unbilled service over a twelve-month period or some other mutually agreeable time period.
8. **Billing Disputes** - If the Customer disputes any portion of any statement from the City, then Customer, upon written notice to ESP, shall have the right to withhold payment of the disputed portion of statement for a period not to exceed ten (10) business days. If the parties are unable to resolve the dispute, Customer shall pay the disputed portion of the statement into an interest bearing escrow account until the dispute is resolved. All account interest shall accrue to the City in the event the disputed amount is found to be due and owing to the City. Failure of the Customer to pay the undercharged amount as agreed upon herein, or the failure to pay the amount of the billed undercharge into the escrow account may result in termination of services and in addition the City may pursue any and all lawful collection activity to recover such undercharged amount.
9. **Gas Leakage** - Immediate notice must be given by the Customer to the City when any leakage of gas is discovered. No flame or lights shall be used in the proximity of such escaping gas, and the Customer shall immediately shut off the flow of gas on the downstream side of the meter.

10. **Point of Delivery - Liability** - The point of delivery of gas furnished hereunder shall be the outgoing side of the outlet union of the meter(s) installed and maintained by the City on the Customer's property for the purpose of measuring gas delivered to the Customer. The gas provided under this contract is delivered upon the express condition that when it passes the point of delivery it becomes the exclusive property of the Customer. The Customer agrees that the City shall not be and is not liable for loss, damage, and/or injury to any person or property whatsoever resulting directly or indirectly from the use or misuse or presence of gas on the Customer's premises after it passes the point of delivery, except where such loss, damage, and/or injury shall be shown to have been occasioned by negligence of the City, its agent, servants, or employees.
11. **Legal Liability**- The parties hereto, their respective elected officials, officers, and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other party. The County and City, as local governmental bodies of the State of Florida, agree to be fully responsible for their individual negligent acts or omissions or tortuous acts which result in claims or suits against their respective jurisdictions and agree to be fully liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by the City or the County and nothing herein shall be construed as consent by the City or the County to be sued by third parties in any matter arising out of this Agreement.
12. **Records**- The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provisions of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this Agreement.
13. **Force Majeure** - The City's supply of gas is derived from sources over which the City has no control. In addition, force majeure circumstances may arise which may

render the City unable to perform the services herein described. It is therefore understood and agreed by the parties hereto that in the event of a failure, curtailment, or interruption of such supply or in the event of shortage or interruption of gas due to an event of force majeure, such as an act of God, the elements, labor troubles, fires, accidents, breakage, necessary repairs, war, terrorist attack, natural emergency, or other causes of contingencies beyond the City's control, the City cannot and does not guarantee a constant supply of gas, and it shall not be held liable in damages, losses, or otherwise for any such interruption or curtailment of supply or services. Notwithstanding the foregoing, the terms contained in Paragraph 5 of this Agreement shall prevail in that the City in its sole discretion may curtail or interrupt the supply of interruptible gas, and, in no event, shall the City be held liable for such interruption or curtailment of the supply of interruptible gas.

14. **Entry by City Agents** - The authorized agents of the City shall have the right, at all reasonable times, of access to the premises of the Customer for the purpose of inspecting the gas consuming and fuel equipment of the Customer and of examining and inspecting meters and/or for other necessary purposes. No person other than an authorized agent of the City shall be permitted to tamper with, inspect, or repair any meter or other property owned by the City. The Customer hereby authorizes and empowers the City pursuant to Paragraph 6(b) to remove its meter and other property covered by this Agreement immediately upon termination of this contract.
15. **Breach of Contract** – It shall be deemed to be a breach of this Agreement by Customer if the Customer shall fail/refuse to interrupt or curtail the consumption of gas in the manner, at the time, and to the extent directed by the City, as hereinabove provided in Paragraph 5, if the Customer shall default on payments for gas delivered, or if the Customer shall breach any of the conditions set out herein. Such discontinuance of service as provided for in this Agreement shall not constitute breach of contract by the City. Any failure of the City to exercise the said right to discontinue service to the Customer at any one time shall not prevent the City from exercising such right with respect to any breach of the said conditions which may subsequently occur.

16. **Automatic Escalation/De-escalation** – All gas rates and charges are approved by the City Council and are subject to change should the City Council approve a new gas rate ordinance.

17. **Term of Contract**- The term of this contract is twelve (12) months: November 1, 2012 to October 31, 2013.

18. **Notices**

(a) Any notice or bill, except notices of curtailment or restoration of service, which shall or may be given by one party to the other hereunder, shall be deemed to have been fully given.

When made in writing and delivered by hand or mail as follows:

City of Pensacola
Energy Services of Pensacola
P.O. Box 12910
Pensacola, Florida 32521

and to

the Customer at
221 Palafox Place
Pensacola FL 32501

Postage prepaid if delivery is by mail.

(b) Notices with respect to curtailment or restoration of deliveries of service shall be sufficient if given by the City in writing as provided by subparagraph (a) above or, by telegraph, or orally in person, or by telephone to the person or one of the persons identified and described in "Exhibit C", attached hereto and incorporated by reference herein, designated by the Customer as authorized to receive such notices.

(c) The Customer agrees that if the Customer shall not have made such designation as provided for in Subparagraph (b) above or, if made, the City is unsuccessful in its efforts to promptly establish communication with the persons or one of the persons so designated, then, in any such event, notice shall be sufficient if given by the City to any person or persons who are on the said premises or who answers the Customer's telephone.

19. **Successors and Assigns** - This Agreement shall bind and benefit the successors and assigns of the respective parties hereto.

20. **General Provisions**

- (a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the matter of this agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written and that this agreement supersedes all prior oral or written agreements.
- (b) It is agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
- (c) This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances by the parties without the prior written consent of the other party.
- (d) This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue of any matter which is subject of this agreement shall be in the County of Escambia.
- (e) The failure of a party to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.
- (f) The covenants and conditions contained in this Agreement shall apply to and bind the parties, legal representatives, and assigns of the parties.
- (g) This Agreement and the Exhibits (Exhibit A, B, C) attached hereto are made a part hereof and constitute the contract documents.
- (h) Each individual executing this Agreement represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of

said party, in accordance with a duly adopted resolution, or in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

IN TESTIMONY WHEREOF, the parties hereto have caused this Agreement to be duly signed and sealed, the day and year first above written.

ATTEST: **THE CITY OF PENSACOLA,
A MUNICIPAL CORPORATION**

By: _____
City Clerk

By: _____
Ashton J. Hayward III, Mayor

(SEAL)

Legal In Form And Valid As Drawn:

Approved as to content:

City Attorney

Don J. Suarez, Department Director

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

By: _____
Wilson B. Robertson, Chairman

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

Date: _____
BCC Approved: _____

By: _____
Deputy Clerk

(SEAL)

This document approved as to form and legal sufficiency.

By: *Ernie Lee Magaha*
Title: *Clerk*
Date: *9/13/12*

Exhibit A
City Rate Schedule GAF, Almost Firm Gas Transportation Service

Ordinance No. 28-11

(14) Service Classification: GAF, Almost Firm Gas Transportation Service.

(14a) Availability. Available to any consumer utilizing the City's gas service. Service under this rate classification shall be governed by individual contracts with consumer. Such contract will be executed by the City Manager, based on recommendations by the Director of Energy Services of Pensacola.

(14b) Customer Charge. Rates to be negotiated, plus

(14c) GAF Usage Charge. Rates to be negotiated.

Exhibit B

Meter Numbers

The following natural gas meters are currently the only meters owned, maintained and read by ESP.

79644

96063

82698

85806

Exhibit C
Notification Schedule

Billing:

1. Cathy Gomez 850-595-4998
2. David Wheeler 850-595-3190

Curtailment or Restoration of Service:

1. Facilities Management 850-595-3185
2. As above



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3358

County Administrator's Report 13. 25.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/18/2012

Issue: Approval to Issue Fiscal Year 2012 - 2013 Purchase Orders in Excess of \$50,000

From: Michael Rhodes, Dept Director

Organization: Parks and Recreation

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval to Issue Fiscal Year 2012-2013 Purchase Orders in Excess of \$50,000 for the Parks and Recreation Department - Michael Rhodes, Parks and Recreation Department Director

That the Board approve the issuance of blanket and/or individual Purchase Orders in excess of \$50,000, for the Fiscal Year 2012-2013, based upon previously awarded Contracts, Contractual Agreements, or annual requirements, as provided, for the Parks and Recreation Department.

BACKGROUND:

The issuance of these purchase orders during October 2012 is necessary to ensure continuity of services traditionally provided by the Board of County Commissioners to the citizens of Escambia County.

BUDGETARY IMPACT:

Funding for the afore-mentioned Purchase Orders is available in various accounts and divisions.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

Parks & Recreation Department will work with Purchasing Division staff to prepare Purchase Orders.

Attachments

Parks PO in Exces of \$50,000

**PARKS & RECREATION DEPARTMENT PURCHASE ORDERS \$50,000 AND OVER
FISCAL YEAR 2012-2013**

<u>Vendor/Contractor</u>	<u>Amount</u>	<u>Contract #</u>
1. Game Time, Inc. Vendor Number: 070316 Playground Improvements Fund: 001 Cost Center 350226 Fund: 352 Cost Center 350229	\$ 350,000.00	
2. Gulf Winds Electric, LLC Vendor Number: 073481 Electrical Repair and Maintenance Fund: 001 Cost Center 350204 Cost Center 350226 Fund: 352 Cost Center 350231 Cost Center 350229	\$ 100,000.00	
3. Keep Pensacola Beautiful, Inc. d/b/a Clean & Green Vendor Number: 402053 Other Contractual Services Fund: 001 Cost Center 350226 Fund: 101 Cost Center 350236 Fund: 352 Cost Center 350229	\$ 160,000.00	
4. Oldcastle Lawn & Garden, Inc. Vendor Number: 150131 Playground Improvements Fund: 001 Cost Center 350226 Fund: 352 Cost Center 350229	\$ 50,000.00	
5. PRIDE Enterprises Vendor Number: 164981 Playground Improvements Fund: 001 Cost Center 350226 Fund: 352 Cost Center 350229	\$ 100,000.00	
6. REP Services, Inc. Vendor Number: 181853 Playground Improvements Fund: 001 Cost Center 350226 Fund: 352 Cost Center 350229	\$ 150,000.00	

**PARKS & RECREATION DEPARTMENT PURCHASE ORDERS \$50,000 AND OVER
FISCAL YEAR 2012-2013**

<u>Vendor/Contractor</u>	<u>Amount</u>	<u>Contract #</u>
7. TESI Staffing & Employee Screening	\$ 250,000.00	PD 11-12.035
Vendor Number: 200955		
Other Contractual Services		
Fund: 001	Cost Center 350220	
	Cost Center 350226	
Fund: 101	Cost Center 350224	
	Cost Center 350236	
Fund: 352	Cost Center 350229	
	Cost Center 350231	
8. Zeager Hardwood Company	\$ 50,000.00	
Vendor Number: 250182		
Playground Improvements		
Fund: 001	Cost Center 350226	
Fund: 352	Cost Center 350229	



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3353

County Administrator's Report 13. 26.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/18/2012

Issue: Letter of Agreement with the Agency for Health Care Administration (AHCA)

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Letter of Agreement between Escambia County and AHCA to Buy Back Medicaid Rates on Behalf of Sacred Heart Health System - Amy Lovoy, Management and Budget Services Department Director

That the Board approve the Letter of Agreement between Escambia County and AHCA (Agency for Health Care Administration), in the amount of \$2,125,000, to provide local match dollars to AHCA to buy back the reimbursement rate for Medicaid claims incurred by Sacred Heart Health System.

[Funding Source: Fund 001, General Fund, Cost Center 110201, Account 58101]

BACKGROUND:

When hospitals provide Medicaid services to Escambia County citizens, they are reimbursed with federal pass-through dollars and State funding. The State continues to reduce the reimbursement rate for these services. This agreement allows local dollars to be sent to the State to prevent the reduction of some of the rates associated with Medicaid reimbursements. This agreement will transfer a total of \$2,125,000 to the State to "buyback" rates for Sacred Heart.

BUDGETARY IMPACT:

Funds are available because of the reduction in the costs associated with the Medicaid backlog and the monies received as a result of a PILOT agreement. There should be no net increase in cost to the County.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

AHCA LOA 2013

Letter of Agreement

THIS LETTER OF AGREEMENT made and entered into in duplicate on the ____ day of _____, 2012, by and between Escambia County (Sacred Heart), (the County) and the State of Florida, through its Agency for Health Care Administration, (the Agency),

- 1. Per House Bill 5001, the General Appropriations Act of State Fiscal Year 2012-2013, passed by the 2012 Florida Legislature, the County and the Agency agree that the County will remit to the State an amount not to exceed a grand total of \$2,125,000.**
 - a. The County and the Agency have agreed that these funds will only be used to increase the provision of Medicaid funded health services to the people of the County and the State of Florida at large.**
 - b. The increased provision of Medicaid funded health services will be accomplished through the buyback of the Medicaid inpatient and outpatient trend adjustments up to the actual Medicaid inpatient and outpatient cost but not to exceed the amount specified in the Appropriations Act for public hospitals, including any leased public hospital found to have sovereign immunity, teaching hospitals as defined in section 408.07 (45) or 395.805, Florida Statutes, which have seventy or more full-time equivalent resident physicians, designated trauma hospitals and hospitals not previously included in the GAA.**
- 2. The County will pay the State an amount not to exceed the grand total amount of \$2,125,000. The County will transfer payments to the State in the following manner:**
 - a. The first quarterly payment of \$531,250, for the months of July, August, and September, is due upon notification by the Agency.**
 - b. Each successive payment of \$531,250 is due as follows, November 30, 2012, March 31, 2013 and June 15, 2013.**
 - c. The State will bill the County each quarter payments are due.**
- 3. Timelines: This agreement must be signed and submitted to the Agency no later than October 31, 2012, to be effective for SFY 2012-2013.**
- 4. The County and the State agree that the State will maintain necessary records and supporting documentation applicable to Medicaid health services covered by this Letter of Agreement. Further, the County and State agree that the County shall have access to these records and the supporting documentation by requesting the same from the State.**
- 5. The County and the State agree that any modifications to this Letter of Agreement shall be in the same form, namely the exchange of signed copies of a revised Letter of Agreement.**
- 6. The County confirms that there are no pre-arranged agreements (contractual or otherwise) between the respective counties, taxing districts, and/or the hospitals to re-direct any portion of these aforementioned Medicaid supplemental payments in order to satisfy non-Medicaid activities.**

7. This Letter of Agreement is contingent upon the State Medicaid Hospital Reimbursement Plan reflecting 2012-13 legislative appropriations being approved by the federal Centers for Medicare and Medicaid Services.
8. The Agency will reconcile the difference between the amount of the IGTs used by or on behalf of individual hospitals' buybacks of their Medicaid inpatient and outpatient trend adjustments or exemptions from reimbursement limitations for SFY 2011-12 and an estimate of the actual annualized benefit derived based on actual days and units of service provided. Reconciliation amount may be incorporated into current year (SFY 2012-13) LOAs.
9. This Letter of Agreement covers the period of July 1, 2012 through June 30, 2013 and shall be terminated June 30, 2013.

WITNESSETH:

IN WITNESS WHEREOF the parties have duly executed this Letter of Agreement on the day and year above first written.

ESCAMBIA COUNTY BOARD OF COUNTY
COMMISSIONERS

Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

BCC APPROVED: _____

This document approved as to form
and legal sufficiency.

By: *Justin Hue*

Title: *ACH*

Date: *10/9/12*

STATE OF FLORIDA

Phil E. Williams
Assistant Deputy Secretary for Medicaid Finance,
Agency for Health Care Administration



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3382

County Administrator's Report 13. 27.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/18/2012

Issue: Environmental (Code) Enforcement Lien Relief – 9300 Hamman Avenue

From: Gordon Pike, Department Head

Organization: Corrections

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Lien Relief for 9300 Hamman Avenue - Gordon Pike, Corrections Department Director

That the Board take the following action concerning Lien Relief for 9300 Hammon Avenue:

A. Authorize the Chairman to execute and convey to the Emerald Coast Utilities Authority (ECUA) a Partial Release of the Lien, created by the Order of the Environmental Enforcement Special Magistrate recorded in Official Records Book 6783, at Pages 690 and 745, upon completion of the following conditions:

1. ECUA closing on the purchase of the Hamman Avenue property owned by Ellyson Investments of NW Florida, LLC, within 60 days of the Board's action;
2. Payment to the County of \$1,100 at closing; and
3. Demolition of the structures on the property and abatement of any other code violations within 180 days of the Board's action; and

B. Authorize the Chairman to execute and convey to ECUA a Waiver of Covenants, Conditions, Restrictions, and Reservations at Ellyson Industrial Park.

BACKGROUND:

Ellyson Investments of NW Florida, LLC, was noticed by the Office of Environmental Enforcement for dilapidated structure, trash, debris and nuisance conditions. They failed to abate the violations and the Office of Environmental Enforcement had no choice but to take the owner before the Special Magistrate. The hearing was scheduled and held on October 25, 2011.

The Special Magistrate assessed a \$200 per day fine starting January 1, 2012, if violations were not abated by December 31, 2011. This order was filed in Public Records on 11/07/2011, OR Book 6783 and Page 690. The property currently has an open and active Special Magistrate Order and violations remain.

ECUA is negotiating with Ellyson Investments of NW Florida, LLC, to purchase the old hotel property located at 9300 Hamman Avenue, which is located inside the Ellyson Field Industrial

Park.

ECUA is requesting a Partial Release of Lien for the Code Enforcement lien attached to 9300 Hamman Avenue.

ECUA plans and agrees to demolish the structure and abate all violations within 60 days from closing.

ECUA and the Seller agree to close on the sale within 60 days from the Board of County Commissioners' action.

The Seller will pay the hard costs (court costs) of \$1,100 at closing.

If demolition is not completed within that time frame, the current and future liens will not be released.

Attached for Board approval is a "Waiver of Covenants, Conditions, Restrictions, And Reservations at Ellyson Industrial Park" to be approved and signed by Chairman, Wilson B. Robertson.

BUDGETARY IMPACT:

Lien amount Costs

Court Costs \$1,100

Fines at \$200 per day ?

TOTAL ?

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

9300 Hamman Avenue

**WAIVER OF COVENANTS, CONDITIONS, RESTRICTIONS, AND
RESERVATIONS AT ELLYSON INDUSTRIAL PARK**

THIS WAIVER is made and entered into this _____ day of _____, 2012, by Escambia County, a political subdivision of the State of Florida, acting through its duly authorized Board of County Commissioners, 223 Palafox Place, Pensacola, Florida 32501 (“the County”) to and in favor of Emerald Coast Utilities Authority, a local governmental entity, corporate and politic, of the State of Florida, whose mailing address is 9255 Sturdevant Street, Pensacola, Florida (“Owner”).

WHEREAS, Owners expect to purchase that certain parcel of real property located in Ellyson Industrial Park described in Exhibit A attached hereto and incorporated herein by reference (“the Property”); and

WHEREAS, the Property is currently improved; and

WHEREAS, in order to induce Owner to purchase the Property and the improvements located thereon, the County has agreed to waive certain rights and regulations pursuant to paragraph 2, article 4 of those certain use regulations and restrictive covenants applicable to portions of Ellyson Industrial Park recorded respectively, in Official Record Book 1787 on Page 58, Official Record Book 2598 on Page 164, and Official Record Book 2727 on Page 545 of the Public Records of Escambia County, Florida (“Restrictions”) identified herein since it appears the waiver will not adversely affect the rights of other owners or occupants or the regulatory scheme established by the Restrictions.

NOW THEREFORE, for and in consideration of the promises to induce Owner to purchase the Property, and for other good and valuable consideration, the County and Owner hereby agree as follows:

(1) Obligation to Improve Land. The Parties acknowledge the Restrictions provide in Article 1, Section 7 that “Escambia County shall only convey land in the affected area upon condition that it be improved by the construction thereon, within one year after the owner’s acquisition thereof, of buildings and other improvements to be utilized for industrial, manufacturing, processing, fabricating, or other productive uses.” Notwithstanding such provision, the County hereby agrees to waive Owner’s obligation to improve the land.

(2) Right of Repurchase. The Parties acknowledge that the Restrictions provided in Article 1, Section 8 that Escambia County shall have the option to purchase such property for the purchase price paid by Owner in the event the Owner fails to improve the land. Notwithstanding such provision, the County hereby agrees to waive its right to repurchase the Property pursuant to the terms and conditions contained in the Restrictions.

(3) Except as specifically waived herein, all other terms and provisions of the Restrictions shall remain in full force and affect.

(4) This waiver is being prepared and executed in accordance with the provisions of Article IV, Paragraph 2, of the Restrictions, which require any alteration, change,

or amendment of the Restrictions to be in writing, authorized by formal action by a majority of the members of the Escambia Board of County Commissioners and delivered to the person or firm seeking such waiver.

(5) This waiver shall inure to the Owner and its successors and assigns.

(6) Consistent with Article 1, Section 9, of the Restrictions, the Owner affirms and agrees that the Property shall not be used for commercial incineration (including waste-to-energy conversion), the storage, transfer, or disposal of rubbish, trash or garbage (including recyclables), or the conduct of junk yards.

Signed, sealed and delivered
in the presence of:

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

(SEAL)

APPROVED AS TO FORM:

County Attorney or designee

EMERALD COAST UTILITIES
AUTHORITY

By: _____
Stephen E. Sorrell, P.E., M.P.A.
Executive Director

Witness:

Print: _____

Witness:

Print: _____

This document prepared by:
Stephen G. West, Senior Assistant County Attorney
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, FL 32502

STATE OF FLORIDA
COUNTY OF ESCAMBIA

PARTIAL RELEASE OF LIEN

The following lien is released from the property owned by the Emerald Coast Utilities Authority, its successors and assigns, located at 9300 Hamman Avenue, Pensacola, Florida, as more particularly described in the deed recorded in Official Record Book ____ at page ____ of the public records of Escambia County, by action of the Escambia County Board of County Commissioners on _____ 2012:

Lien created by the Order of the Environmental Enforcement Special Magistrate, recorded in Official Record Book 6783 at pages 690 and 745 of the public records of Escambia County, Florida.

Nothing in this Partial Release shall otherwise impair, alter, or diminish the lien or the operation of the lien against the property of the defendant named in the lien, and in all other respects, the lien remains in full force and effect.

Executed this ____ day of _____ 2012.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Wilson B. Robertson, Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

Deputy Clerk



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: 9300 Hamman Avenue
Property Owner: Ellyson Investments of NW Florida LLC
Original Complaint: Trash, debris, and deteriorated structure
EE Case #: CE 110300932

- 03/02/11** Received complaint for trash and debris and deteriorated structure. Officer investigated complaint and posted property with notice of violation. Requested notice be sent both regular and certified mail.
- 03/21/11** Reinspection conducted. Officer did not observe any improvements.
- 03/24/11** Certified letter received and signed for by Lukus Street.
- 04/05/11** Reinspection conducted. No change.
- 05/17/11** Reinspection conducted. Some debris removed. Title search ordered.
- 06/20/11** Reinspection conducted. Violations remain.
- 10/06/11** Violations remain. Photos taken. Officer requested special magistrate hearing.
- 10/18/11** Notice of Hearing sent both regular and certified mail to all parties. Notice sent to owner and received by Lukus Street. Copy of hearing posted on property and photos taken.
- 10/25/11** Hearing held. \$1,500 court cost awarded to Escambia County, \$200.00 per day fine with a deadline of 01/01/12.
- 01/10/12** Reinspection conducted and violations remained. Affidavit of Non-compliance files by officer.
- 03/06/12** Letter of Non-Compliance sent to all parties.

This property has an open order and all violations remain on property at this time.

Lien amount

Cost

Court Cost

\$1,500.00

Fines (\$200.00 per day)

?

TOTAL

?

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

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

ESCAMBIA COUNTY, FLORIDA

VS.

Ernie Lee Magaha
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2011078376 11/07/2011 at 02:43 PM
OFF REC BK: 6783 PG: 745 - 749 Doc Type: CEL
RECORDING: \$44.00

**CASE NO: CE#11-03-00932
LOCATION: 9300 Hamman Avenue
PR# 151S30-1101-000-028**

**Ellyson Investments of NW Florida LLC
P.O. Box 12504
Pensacola, Florida 32591**

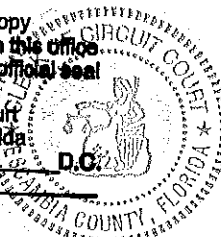
ORDER

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, NONE APPEARED, 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 _____

- 42-196 (d) Overgrowth

Certified to be a true copy
Of the original on file in this office
Witness my hand and official seal
ERNIE LEE MAGAHA
Clerk of the Circuit Court
Escambia County, Florida
BY _____
DATE _____



- 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 _____

THEREFORE, The Special Magistrate being otherwise fully advised in the premises; it is hereby **ORDERED** that: ELYSON INVESTMENTS OF NW FLORIDA, LLC shall have until DECEMBER 31, 2011 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 building permit and restore structure to current building codes or, 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 _____

If you fail to fully correct the violation within the time required, you will be assessed a fine of \$ 200 . 00 per day, commencing JANUARY 1 , 2012. This daily fine shall continue until this violation is abated and the violation brought into compliance or until as otherwise provided by law. **YOU ARE REQUIRED,** immediately upon your full correction of this violation(s), to contact the Escambia County Environmental Enforcement Office in writing to request that they immediately inspect the property to make an official determination of whether the violation has been abated and brought into compliance. If the violation is not abated within the specified time period, then the County may elect to take whatever measures are necessary to abate the violation for you. These measures could include, but are not limited to, **DEMOLISHING YOUR STRUCTURE (S), LEGALLY DISPOSING OF ALL CONTRIBUTING CONDITIONS, AND TOWING OF DESCRIBED VEHICLE (S).** The reasonable cost of such will be assessed against you and will constitute a lien on the property.

Costs in the amount of \$ 1500.00 are awarded in favor of Escambia County as the prevailing party against ELLYSON INVESTMENTS OF NW FLORIDA, LLC

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.

You have the right to appeal orders of the Special Magistrate to the Circuit Court of Escambia County. If you wish to appeal, you must give notice of such in writing to both the Environmental Enforcement Division at Escambia Central Office Complex, 3363 W. Park Place, Pensacola, Florida 32504 and the Escambia County Circuit Court at the M.C. Blanchard Judicial Building, 190 Governmental Center, Pensacola, Florida 32501, no later than **30 days** from the date of this Order. Failure to timely file a Written Notice of Appeal will waive your rights to appeal.

Jurisdiction is retained to enter such further orders as may be appropriate and necessary.

DONE AND ORDERED at Escambia County, Florida on the 25TH day of OCTOBER, 2011.



Jeffrey T. Sauer
Special Magistrate
Office of Environmental Enforcement



**Escambia County, Florida
Environmental Enforcement Division
Affidavit of Compliance/Non-Compliance**



BEFORE ME, the undersigned authority, personally appeared Ronald Gilbert, who, being first duly sworn, deposes and states as follows:

My name is Ronald Gilbert. I am over the age of 18 years and make this affidavit based on my personal knowledge. Additionally, I am competent to testify to the matters stated in this Affidavit.

I am an Environmental Enforcement Officer for Escambia County, Florida.

On January 10, 2012, I inspected the property located at 9300 HAMMAN AVE. Property reference # 151S301101000028 case number CE110300932 and all corrective actions required by the Special Magistrate's Order of October 25, 2011 Book 6783 Page 745 have been or have not been * completed as of this date January 10, 2012.

*Violation(s) of 42-196 (b) Trash and Debris ; 30-203 (CC) Garages, carports, storage buildings, and all other accessory structures not maintained and in bad repair and unsound structural condition; 30-203 (U) Windows with missing windowpane; 30-203 (X) Exterior doors, basement or cellar doors or hatchways that are not weather tight, watertight, rodent proof, in working condition, or in good repair remain.

Fines are to be assessed Fines are not to be assessed

Cost associated with Special Magistrate's Order:

Court cost \$1500.00

Daily fines \$200.00 per day 1/1/12

Total cost \$ _____

By: Ronald Gilbert # 679

Individually known
Officer, Badge #

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 10th day of January, 20 12 by Ronald Gilbert # 679 who is personally known to me, or has produced current _____ as identification.



Cheri D. Cook
Signature of Notary Public



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-3368

County Administrator's Report 13. 1.

BCC Regular Meeting

Discussion

Meeting Date: 10/18/2012

Issue: Supplemental Budget Amendment #010 - Sheriff and Greater Pensacola Chamber of Commerce

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Consider Supplemental Budget #010 for the Sheriff and the Greater Pensacola Chamber of Commerce - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #010, General Fund (001), and the Economic Development Fund (102), in the amount of \$550,000, for the following purposes:

- To transfer \$550,000 from the General Fund to the Economic Development Fund to pay the costs associated with the allocation to the Greater Pensacola Chamber of Commerce
- To provide \$220,000 in additional funding for the Sheriff's Budget
- To decrease the General Fund's reserves for operating by a combined \$770,000

BACKGROUND:

Commissioner Robinson requested that this Supplemental Budget Amendment be placed on the Agenda for discussion by the Board. This Supplemental Budget Amendment will transfer monies from the General Fund to the Economic Development Fund to pay for the Greater Pensacola Chamber of Commerce and increase the Sheriff's Budget by \$220,000.

BUDGETARY IMPACT:

This Supplemental Budget Amendment will reduce the General Fund's reserves for operating by \$770,000.

This action, if approved, creates a "structural" deficit for Fiscal Year 2013/2014, meaning existing revenues in that year will exceed existing expenses. While the "structural" deficit is small (\$136,549), the deficit amount must be covered in future years unless the Board wishes to continue to operate at a deficit.

We are also concerned about the potential passage of Amendment #4. Polling data suggests this Amendment passes. This Amendment, according to the Florida Association of Counties, reduces revenues by \$1.0 million in 2013, increasing to \$3.4 million in 2016. Furthermore, employees have not seen a general pay increase since October 2007. The adoption of this Supplemental Budget Amendment makes any such adjustment in Fiscal Year 2013/2014 less likely.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

013sa010

**Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution**

**Resolution Number
R2012-**

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, the Board wishes to transfer money to the Economic Development Fund to pay costs for the Pensacola Bay Area Chamber of Commerce, 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, 2013:

General Fund Economic Development Fund Fund Name	1 102 Fund Number		
Revenue Title	Fund Number	Account Code	Amount
Transfers from the General Fund	102	381001	550,000
Total			\$550,000

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Aids to Private Organizations	102/360704	58201	\$550,000
Sheriff/Personal Services	001/540101	59702	220,000
Reserves for Operating	001/110201	59805	(770,000)
Transfers to Fund 102	001/110215	59120	550,000
Total			\$550,000

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
#010



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3386

County Administrator's Report 13. 2.

BCC Regular Meeting

Discussion

Meeting Date: 10/18/2012

Issue: Departmental Accomplishments

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

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Presentation of Departmental Accomplishments - Charles R. "Randy" Oliver, County Administrator

That the Board review and discuss the Departmental Accomplishments, as provided by the County Administrator.

BACKGROUND:

N/A

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

departmental accomplishments

**4th QUARTER 2011 THROUGH 3RD QUARTER
2012 DEPARTMENTAL ACCOMPLISHMENTS**

MANAGEMENT AND BUDGET SERVICES DEPARTMENT

BUDGET/RISK MANAGEMENT

GFOA Award: Received the GFOA Budget Award for the 16th year in a row for FY 2011-12.

MSBU: Created three lighting and 22 holding pond MSBUs for FY 2011-12 (new).

Tax Bills: Converted the Pensacola Beach MSBUs to the Uniform Method of Collection on a single Property Tax bill.

Budget Decrease: Decreased the FY 12/13 budget by \$15,247,829 or 4.1% from the previous fiscal year while maintaining a constant millage rate.

Refinanced Debt: Refinanced two debt issues for a total NPV savings of about \$11,500,000.

Claims: Filed and negotiated claims for the floods totaling \$3,300,000. More proceeds related to these events are scheduled in 2013.

PURCHASING

Cost Reductions: Reduced cost of operations by \$18,200 or about 3%.

Efficiencies: Increased efficiency within the Office of Purchasing by establishing timelines with client departments for all solicitations. The deadlines are met at the 100% level. Any changes or deviations from the timeline must be communicated to the Purchasing Manager. There were no reports of timing issues brought forward to the Purchasing Manager.

Timelines: The Office of Purchasing and its Agents establish timelines with its department customers for all solicitations and obtain agreement on all milestones prior to investing in the time to prepare the solicitation. This step has increased efficiency within the Office of Purchasing and eliminated the need for overtime. This step also sets expectations that are achievable with the Departments and enhances customer satisfaction. Excellent progress in 2011/2012 in that there were no reports of timing issues brought forward to the Purchasing Manager on the solicitations. The deadlines as agreed upon on the established timelines are being met at 100% level, all changes or delays and any effects on the timeline are communicated to the Departments in advance.

Outreach: The Office of Purchasing participated in three outreach sessions with the University of West Florida (1) and the Small Business Development Center (2) to reach local new business owners to encourage doing business with Escambia County Purchasing.

PUBLIC INFORMATION AND COMMUNICATION

Escambia County, FL: The Perfect Climate for Everything: In late August, PIO wrote, designed and produced an economic development recruitment brochure at a cost of under \$5,000 for 2,000 copies. The 12-page publication was highlighted by bold photography intended to represent the beauty of Escambia County's environment, as well as the strength of its economy and infrastructure.

Commissioners on the Record Remote Location Shoots: In April 2012, District 1 Commissioner Wilson Robertson, along with county staff from Parks and Engineering, shot the first remote *Commissioners on the Record* show at the Southwest Escambia Sports Complex. Since that time, seven *Commissioners on the Record* shows have been shot remotely, serving to promote community strengths and featuring neighborhood assets. Seven additional remote shows have been created on topics as wide ranging as the RESTORE Act, the Equestrian Center, Galvez Boat Ramp Groundbreaking and an instructional video on how to properly tether your dog.

Launch of Escambia County YouTube Channel: With a focus on creating new, cost-effective channels for communicating with our residents, PIO has moved all television shows (with the exception of public meetings) to EscambiaCountyTV, a recently created YouTube channel exclusively for use by Escambia County.

Development and Launch of New Website: On October 11, 2012, the IT Department and PIO will launch the new myescambia.com, a six-month project to completely redesign and redevelop content for the County's website. The site now has a new look and feel – along with updated content, more intuitive navigation, a comprehensive calendar of events, more photos and videos and integration of social media.

Bid and Award of New ECTV Production Equipment + Commission Chamber Upgrades: Another months-long project is nearing fruition with the recent bid and award for the purchase of upgraded ECTV equipment and Commission chamber enhancements. The upgrades will address longstanding issues with equipment and audio/video feed failures, as well as meet Federal Communications Commission (FCC) requirements regarding converting television signals from analog to digital. The current FCC regulations require the County to produce programming on a digital signal before December 2013. The installation of the new equipment is expected to begin in October 2012, with completion by January 3, 2013.

PARKS AND RECREATION DEPARTMENT

The Parks and Recreation Department continues to provide efficient, responsive services that enhance the quality of life, meet common needs, and promote a safe and healthy community. Listed below are services or enhancements provided in Fiscal Year 2011-2012.

ADA Improvements: Performed ADA improvements at several park locations, which totaled approximately 20,000 square ft. of improved area.

New Playground Equipment: Two new modular playground units were replaced or added at Wedgewood Park and Oakfield Acres Park.

Lake Stone Pavilion: Air conditioning unit was installed in the pavilion making the facility usable year around.

Navy Point: Park Maintenance crews assisted in the beach restoration in coordination and partnership with the Marine Resource Division, led by Robert Turpin.

Beulah Regional Park: Tennis courts were added at Beulah Regional Park, the second public court added in the county park system.

Adult Leagues and Tournaments: Recreation staff conducted various adult leagues and tournaments throughout the year including men's softball, co-ed softball, church softball, adult soccer, and flag football. Leagues and tournaments were hosted at the Brosnham Soccer Complex or the softball complex at the John R. Jones Sports Complex.

Southwest Sports Complex: Newly opened on Bauer Road. The complex boasts 17 athletic fields and many other amenities. The complex is the new home for sports in Perdido and the Southwest section of the county.

Wedgewood Community Center and Park: Partnered with Facilities and Community Affairs Departments to open the new facility.

Neighborhood Parks: Provided general maintenance or services to 82 neighborhood parks and 11 undeveloped park properties.

Boat Ramps: Partnered with Marine Services on general maintenance for 20 boat ramps or beach access areas.

Parks Maintenance/Management: Managed and maintained the Equestrian Center and Lake Stone campground. Leased 16 athletic parks to Non-Profit Athletic Associations, which offer youth recreation opportunities at county-owned parks. Crews are responsible for 1,900 acres with 21 full-time designated maintenance employees. We are maintaining an average of 90 acres per 1 maintenance employee, while other entities average 32 acres to 1 employee.

Economic Impact: Over \$10 million of local economic impact was generated by events held at Escambia County Parks and Recreation Facilities. Facilities may include, but are not limited to, the Equestrian Center, John R. Jones Athletic Complex, Brosnaham Soccer Complex, and the new Southwest Sports Complex. These figures are calculated and provided by the Pensacola Sports Association after events are complete and data is gathered.

Brosnaham Soccer Complex: Hosted December 2011. In addition, the facility hosted several other major tournaments that generated millions of dollars of local economic impact.

General Fund Reduction: Reduced the general fund portion of the department budget by 6.4% in FY 12/13 and intend to provide the same level of service to the community.

CORRECTIONS DEPARTMENT

Disaster Recovery Efforts: As a result of flooding at the Cobb Building (June 2012), 2251 North Palafox Street, our disaster recovery efforts for the Community Corrections staff's transition from the Cobb Building to the COC (Central Office Complex), and their return to the Cobb Building, was successful. During the transition, our Community Corrections Division remained operational.

Community Corrections Division: The *Community Corrections Division* maintained a positive relationship with the judiciary and provided professional supervision, via court orders, to the citizens of Escambia County. Misdemeanor Probation, Community Confinement Probation, Work Release, Pre-Trial Release, Forensic Mental Health, Pre-Trial Diversion, Community Service Work and Check Diversion programs provided alternatives to incarceration, while ensuring public safety for the citizens of Escambia County.

Community Corrections/Forensic Mental Health: Community Corrections Forensic Mental Health staff successfully completed all requirements for the Department of Children and Families on-site visit.

Community Corrections/ GPS Monitors: GPS monitors were placed on defendants to increase the safety of victims of crimes, i.e., Domestic Violence. Collaborative efforts were made with the Pensacola Police Department, Escambia County Sheriff's Office, and the monitoring company, to establish guidelines for achieving this goal (safety).

Community Corrections/Restitution to Victims: Restitution collections were processed and forwarded to victims of offenses.

Community Corrections/New Software for Case Management: The Community Corrections Division replaced their Pre-Trial Release software to increase efficiency and quality in the area of case management.

Community Corrections/Road Prison/Camera Security: Improved our camera system technology for increased security and monitoring purposes within the Work Release Program Facility and the Road Prison.

Community Corrections/Work Release Program: Work Release Facility Improvements: Improved radio system; landscape enhancements; installation of operable lockers; shelving installed for storage; lock box; AED machine; commercial washer and dryer, and new uniforms for the officers.

Road Prison/Kitchen: We reduced kitchen costs by increasing farming operations, and added a fish hatchery to the Tilapia program. New kitchen equipment was purchased to maintain safety and provide cost-effective meals for inmates.

Road Prison/Re-entry: The "Life Skills" program was implemented for inmates to prepare them for re-entry.

Road Prison/Jail Inspection: The annual mandated Florida Model Jail Inspection was completed with no violations.

Road Prison/Field Trials: Escambia County hosted the 2012 Southeastern States Manhunt Field Trials.

Road Prison/GPS Tracking System: A GPS tracking system for Road Crew Corrections Officers was implemented for security of the road crew.

Environmental Enforcement and Animal Control: The *Environmental Enforcement and Animal Control Division* upgraded their communication systems, and created an electronic dispatch tracking system for Environmental Enforcement. Other upgrades included uniforms and radios for Animal Control Officers and dispatch; GPS for both Environmental Enforcement and Animal Control; and we also applied a tracking system to laptops for supervisors.

FACILITIES MANAGEMENT

Corrections Assessments and Master Planning: Developed a conceptual program and master plan for Corrections through the year 2035. The Main Jail Complex, Central Booking and Detention Facility and Road Prison were the focus of the study. In September 2012 the Board directed us to proceed with the renovations to the Main Jail using \$10,000,000 of the Sheriff's LOST allocation.

Ensley Fire Station Addition: Addition of 2,035 sf bunkroom and ancillary spaces and a 1,200 sf truck bay addition. Cost \$634,807. Completed May 2012.

M.C. Blanchard Judicial Building Energy Efficiency Conservation Block Grant: Modifications to the HVAC System and infrastructure upgrades. Cost \$947,390. Completed May 2012.

Road Prison Energy Efficiency Conservation Block Grant: Installation of a Geothermal HVAC System. Cost \$480,097. Completed May 2012.

Sheriff's Video Visitation and Training Facility: Converted the 31,000 sf building into the Sheriff's Video Visitation and Training Facility. Substantial Completion October 2012. Budget \$4,826,000.

Sheriff's Warrington Precinct Building: Construction of a new 6,000 sf building for Sheriff's Warrington Precinct and EMS personnel. Substantial Completion August 2012. Budget \$1,603,449.

Marie K. Young Wedgewood Community Center: Construction of a 13,220 sf building for a new community center to house a full basketball court, large and medium size meeting rooms, fitness room and a community operated computer/library room, a media/game room and kitchen. Project also included a 3,200 sf open pavilion. Substantial Completion September 2012. Budget \$2,870,000.

Animal Shelter Intake Area Modifications: Converted an unconditioned garage bay into a conditioned administrative space and after-hour animal drop off area. Cost \$41,769. Completed March 2012.

ECAT Passenger Terminal HVAC Upgrade: Replaced inefficient roof-top air handlers and constructed a new main entrance vestibule. Cost \$185,493. Completed May 2012.

Felix Miga Community Center Canopy and Ramp: Design and construction of a new parking lot canopy and replacement of a non-compliant ramp to the renovated Thrift Store. Cost \$56,117. Completed May 2012.

Felix Miga Community Center Thrift Store Renovation: Reconfiguration of interior walls and enlargement of the Thrift Store. Cost \$9,056. Completed November 2011.

Judicial Building ADA Upgrade: Miscellaneous ADA improvements throughout the building. Cost \$68,672. Completed February 2012.

Old Courthouse HVAC Energy Upgrades: Installation of new HVAC equipment and DDC Controls. Cost \$868,178. Completed May 2012.

UNDER CONSTRUCTION

Animal Shelter Kennel Expansion: Construction of a 1,360 sf addition to house the veterinary surgical suite to include surgery room, prep areas, separate dog and cat recovery areas, and laboratory. Final Completion June 2013. Budget \$330,000.

Community Probation June 2012 Flood Repairs: Restoring the basement of the Community Probation and the adjacent Maintenance/Check Division building to pre-flood condition. Final Completion July 2013. Budget estimated at \$797,072.

Judicial Building Elevator Upgrades: Interior cab and mechanical upgrades to three public elevators and interior cab upgrades to the judges' elevator. Final Completion estimated for March 2013. Budget \$314,500.

Juvenile Justice Building June 2012 Flood Repair: Restoring the Juvenile Detention area to pre-flood conditions. Final Completion November 2012. Budget \$250,752.

Molino School Renovations and Tax Collector/Property Appraiser's Office: Converting 16,000 sf of the historically-significant school building into a library, community center and museum. Construction of a 7,000 sf facility for the Tax Collector and Property Appraiser's Office. Final Completion November 2012. Budget \$3,963,824.

Perdido Key Fire Station and Community Center: Construction of a new Fire Station and Community Center/Visitor Information Center to replace aging, inadequate, storm-vulnerable facilities. Final Completion August 2013. Budget \$5,718,887.

Public Safety Building IT Electrical Upgrades: Upgrades to the electrical service in the Information Technology's Data Center to accommodate the VOIP and the EMS AVL. Final Completion October 2012. Budget \$100,000.

Public Safety Roof Structure Retrofit: Replacement of roof and interior structural repairs. Final Completion December 2012. Budget \$2,205,880.

FACILITIES PROJECTS IN DESIGN

Central Booking and Detention June 2012 Flood Repairs: Restoring the basement to pre-flood condition. Final Completion January 2014. Budget estimated at \$6,798,997.

Englewood Community Center Addition: Design and construct a new 1,300 sf stand-alone building. Final Completion estimated for July 2013. Budget estimated at \$350,000.

M.C. Blanchard Judicial Courtroom Shell Space Build-Out: Build-out of the remaining shelled space for two courtrooms and Judges' chambers. Final Completion June 2014. Budget \$2,194,000.

4-H Facility Stefani Road: Design and construct a new 9,900 sf building, to include a multi-purpose room/auditorium with stage, kitchen, offices and reception area, life-skills room, science room with wet lab, volunteer resource room with technology lab, county council/club meeting room and storage. Final completion estimated for June 2014. Budget \$1,500,000.

DEVELOPMENT SERVICES DEPARTMENT

Geographic Information System (GIS) Data Maintenance/Support/Upgrades: Extensive training and adjusted GIS to operate new Lucity System; update of ArcGIS 10; bus stop data collection; maintenance of GIS for CRA (Community Redevelopment Agency); maintenance of GPS data collection for Engineering interns; upgrade of RoK Tech Mapping System for public use; purchase of new GPS units and guided data collections for stormwater quality; incorporation of digital photography with data collection (GPS); assistance to City of Pensacola and Sheriff's Department with GIS data updates and mapping; disaster mapping and creation of live connection to County GIS Mapping Services to allow updates to CERT Gator Map Service; and monthly updates and maintenance of GIS for accuracy and consistency.

Addressing and Automated Vehicle Location Implement: Addressing tools for parcels and base layers for ambulances and dispatch.

Community Outreach: Visitation with Realtors and group demonstrations at Escambia County Central Office Complex (COC) (customized for specific audience needs).

ESRI GIS System Design and Architecture Report:

Increased Efficiency in Permitting Application, Plans Review and Inspections Processes: Streamlined permitting application processes for more efficient customer service; implemented online scheduling of inspections; activated ACA online registration for contractors' self-monitoring of permitting history and licensure compliance; implemented "3 Days or It's Free" new single-family dwelling (subdivisions) or it's free campaign; implemented availability to submit electronic copy of plans with submittal; and increased public awareness and education through workshops, seminars and regular e-blasts.

Implementation of BID 468 Inspectors Cross-Training: Implemented BID 468 Inspectors' cross-training for licensure as 1&2 Family Dwelling Inspectors.

Increased Efficiency in Contractor Competency Board and Board of Electrical Examiners Processes: Streamlined and improved processes and procedures of Contractor Competency Board and Board of Electrical Examiners.

Re-zonings/Variances/Conditional Uses: 28 Rezoning Cases, 16 Variances, and 15 Conditional Uses were submitted/reviewed.

PUBLIC WORKS DEPARTMENT

Accomplishments: Electronic invoicing; reduction in fleet and converting to alternative fuel (CNG) trucks; work order system (WORXS); CNG trucks; transition of ECAT from Veolia to First Transit; reduction in operating and personnel.

ECAT: Received a "State of Good Repair" grant in the amount of \$1,053,401, which will be used to replace paratransit vehicles and implement new paratransit scheduling hardware and software; received "New Freedom" grant in the amount of \$253,859, which will be used for mobility management; awarded an FY 2011 5307 grant in the amount of \$2,912,528; found compliant in all 14 areas of FDOT's triennial safety audit in October 2012, with no findings; received a score of 72 (highest available) on the Environmental Compliance Audit.

Projects: Southwest Sports Complex; Ferry Pass drainage; Ensley drainage; Galvez Boat ramp; Saufley Landfill closure; Molino Community Center; Kupfrian Park area improvements; Brickyard and Fairground Road dirt road paving; 2nd Street widening and drainage (LAP); Davenport Bayou/Sunset Avenue sidewalk and drainage; school safety upgrades at Brentwood Elementary and Montclair Elementary; grant award for Crabtree Church Road construction of paved shoulders.

HUMAN RESOURCES DEPARTMENT

ATU: Successful negotiation of extension of the contract with the Amalgamated Transit Union Local 1771 and the Police Benevolent Association.

Recruitment: Implemented paperless process for recruitment approvals through the NeoGov System. In-house recruitment for the following Management positions: Building Official, PIO Manager, Medical Director, Equestrian Center Manager, HR Director. (In-house vs. search firm = \$100k-\$125k cost savings)

E-Verify: Allows County to apply for grants which require agencies to be E-Verify employers.

Temporary Labor Services Bid: (PD11-12.035) Removed holiday pay (cost savings upward of \$16,800 per year and subject to change, based on usage.)

Position elimination: HR Associate II position eliminated upon incumbent retirement.

Insurance contracts: Successfully negotiated the life, long term disability (LTD), and vision care insurance contracts. No premium increases for a year on life and two years on LTD and vision care.

Dental insurance: No premium increases in Delta Dental for the next year. Contract changes included an additional cleaning for women who are pregnant and the elimination of the six month requirement for two cleanings per year.

Health care premium: Our health care premium for this year is 3.5%, while the national trend is 7.5%.

Open enrollment: Conducted open enrollment on the HRIS (Kronos) for the third year to reduce or eliminate paper usage. Developed interfaces with the health and dental care providers, reducing the number of errors and the amount of time it takes to process applications.

Employee Health Clinic: Completed the second successful year with the Employee Health Clinic. Utilization has increased and for the second year, the clinic is under budget.

Voluntary Separation Agreement: Conducted the Voluntary Separation Program, which reduced positions for the 2012-2013 Fiscal Year budget.

Reorganization: Completed the October 2011 reorganization of departments, positions, employees, and cost centers in the Kronos HR system.

Paperless payroll: With the assistance of the Payroll Department moved the HR Department from a standard paper timesheet system to an electronic payroll system.

Reclassifications: Completed the Reclassification and Disparity adjustments from 2011 in the Kronos HR system.

Kronos: Processed 680 transactions in the Kronos HR system.

Facilities/IT: Completed the October 2012 reorganization of the IT and Facilities Management Departments within the Kronos HR system.

Personnel folders: Approximately 1088 personnel folders were audited and information placed in date order.

COMMUNITY AFFAIRS DEPARTMENT

Animal Services

Adoptions: Increased adoptions significantly through new partnerships, events, and improved focus on customer service; average in last quarter from 150 per month to 250 animals adopted per month.

Shelter Operations: Volunteer program re-instituted, averaging 500 donated hrs/month, mostly in customer service assistance; design and completion of INTAKE area, in partnership with Facilities Management; design to re-locate surgery area, and prepared for request for bid/proposal, in partnership with Facilities and Purchasing.

Safety: Implemented and reinforced industry-standard safety protocols to reduce incidents and injury potential; purchased new safety equipment such as long-handled scanner and remote injection devices for safe animal handling; purchased cameras and emergency buttons, with the installation and maintenance by Facilities.

New fee schedule: Approved new fee schedule at the end of the fiscal year with the goal of increasing adoptions and improved recovery of lost pets and incident tracking.

Community Services/Human Assistance

Community Centers: Opened the new Marie K. Young Wedgewood Community Center and Park, with License and Management Agreement in place, in partnership with Facilities and Parks and Recreation Department; replaced the floors at Quintette Community Center; performed annual pre-budget inspection of all 14 other facilities and continued to serve as liaison for our community center managing groups.

Indigent burial/cremation services: Processed and approved for cremation or military burial 179 individuals; processed but denied, resulting in private cremation or burial at family's expense - 39 candidates.

Libraries: Completed the new Molino Community Complex, which includes a community center and museum, with License and Management Agreement in place, in partnership with Facilities; formed the Blue Ribbon Task Force Committee for development of the West Florida Public Library system's long-range plan.

INFORMATION TECHNOLOGY DEPARTMENT

Website: Worked closely with the Public Information Office and other County departments to design and implement a new MyEscambia web site featuring more citizen-focused navigation and expanded community-oriented information.

EMS AVL/MDT Implementation: Worked with the Department of Public Safety to implement mobile data terminals (MDTs) and automated vehicle location (AVL) capabilities in the County's fleet of Emergency Medical Services vehicles.

Voice-over-IP Implementation (VOIP): Designed a new enterprise-wide telephone system that will be implemented in multiple phases over several years for the Board of County Commissioners, Constitutional Officers and Article V agencies. We have deployed over 200 VOIP telephones thus far.

Host Tax Collector Systems: Worked with Janet Holley and the Tax Collector's Office to host multiple Tax Collector systems in the County's data centers saving the citizens tens of thousands of dollars in duplicative hardware and software expenses.

ECTV Online: Worked with the Public Information Office to implement live 24/7 video streaming of the Escambia County Governmental Television station (ECTV) over the web and via the AT&T U-Verse service.

2012 SRIA MSBU: Revised SRIA MSBU billing system to accommodate conversion to uniform method of collection.

Public Works Work Management System: Worked with the Engineering, Roads, Facilities and Parks departments to implement a new work-order management system and have interfaced this new system with the existing Citizen Service portal to support direct citizen entry of work requests.

Data Center Electrical Upgrade: Worked with Facilities Management to upgrade the electrical service in the County's primary data center which will allow additional governmental entities to locate their Information Systems at the County's Emergency Operations Center.

Pre-trial System Upgrade: Worked with the Corrections Department to implement a pre-trial release system to replace an aging custom-built application.

WebEOC: Worked with the Public Safety Department to implement a replacement system for the operation of the County's EOC.

Implemented DDC: Worked with the Facilities Management Department to implement and expand the use of Direct Digital Control (DDC) systems to streamline the management of the County's HVAC systems.

New Locations Added to County Network: Worked with various departments and constitutional officers to add the Old Molino School Tax Collector/Property Appraiser building and the new Marie K. Young Community Center onto the County network.

Fuel System Conversion: Worked with the Fleet Management Division to convert a 1980's vintage fuel accounting system to an in-house developed application eliminating the need for the County to staff a computer operator function.

Helpdesk: Responded and resolved over 5,000 end-user requests for assistance.

PC Replacements: Deployed over 150 new laptop computers to County staff. Many of these are for field personnel to connect to County systems via a virtual private network.

Increased Data Storage Capacity: Added approximately 92 terrabytes of raw storage capacity for County systems.

Server Management: Manage, on a daily basis, nearly 200 Windows and Linux servers.

PUBLIC SAFETY DEPARTMENT

Digital UHF: P25 Digital UHF implementation for all County agencies including the Sheriff's Office. This met the FCC mandate of January 2013 for narrow banding.

ISO rating: First consolidated Fire ISO rating. ISO rated the unincorporated areas of Escambia County - a split rating of 5/9.

AVL system: Implemented an AVL system in all ambulances. This system includes an intuitive demand monitor which predicts the areas to have the highest probability and assigns the closest ambulance based on drive time.

WEBEOC: With the many failures of the present electronic EOC management software (E-Team), it was evident that some kind of change was needed to improve the system. It was identified that WEBEOC was the product that would work best for our operation, all that was needed was funding. Homeland Security Grant Funding was acquired and supported the purchase of WEBEOC at a cost of \$128,000. Installation has been accomplished and training of staff should occur in the fall of 2012.

Billing: EMS Billing achieved a record revenue collection for the County during FY2011/12. After refunds were applied, EMS Billing recorded \$9,946,417 in Patient Services revenue, \$240,000 more than last FY's record.

Quality Review: The Emergency Communications center instituted an independent quality assurance review of 911 calls recorded each month. The initial score was 88.36% for the first month. Since then improvements have been made and we have been routinely receiving scores of 96.8%, which well surpassed the industry standard.

Dash cameras: Implemented a fleet-wide dash camera system in the EMS division to monitor driver safety and assist in accident investigations. EMS Billing has obtained electronic access to two of our three area hospital system records, allowing for real-time retrieval of Hospital Face Sheets. This will enhance our billing accuracy and increase our projected revenue in FY 2012/13.

Unification: The Fire Division fully implemented the Unification Plan.

Homeland Security funding: The Emergency Management Division was successful in acquiring Federal Homeland Security funding for a Public Safety Security Fencing Project which has four phases. Phase One, which was completed in September and includes the installation of an 8' perimeter chain link fence on the north and west perimeters of the Public Safety Complex, provides an enhanced level of complex security. Phase Two, Three & Four include the installation of additional security fencing that will enclose the entire complex. Additional funding is being pursued in an effort to complete the project, which should total \$300,000.

SOLID WASTE MANAGEMENT

Operations Financials: As a result of measures taken to decrease expenditures and increase revenue, Solid Waste has realized a 50% net gain in cash balance over FY 10/11 in preparation for future landfill expansion.

Engineering & Environmental Quality: Gas Collection Control System – Due to the expansion of the active landfill site, the need for the expansion of the Gas Collection Control System has also increased. This expansion provides for an increase in future revenue and ensures regulatory compliance. Solid Waste Management has realized an increase of 6% in the sale of landfill gas for FY 11/12.

Waste Services: Public Outreach & Environmental Education – Citizens have become more informed and aware of their environmental responsibilities due to public outreach by way of our Environmental Education segment. Through the sponsoring of Recycling Summer and Christmas Camps, Bay Day, Earth Day, America Recycles Day, and Annual Dump Dash 5K and Trash-A-Thon, Solid Waste has increased its onsite/offsite educational presentations approximately 50% during FY 11/12.

Recycling: Solid Waste expanded its Recycling program to include a new drop-off location for the Cantonment area, located at the Cantonment Volunteer Fire Department. Level of service has remained constant, though the division has undergone a 40% decrease in operating expenditures.

Palafox Transfer Station: Realized a 20% decrease in operating expenditures in FY 11/12 as compared to FY 10/11, while maintaining the same level of service. Operation of this site reduces road traffic and fuel consumption, allowing our program to decrease our carbon footprint.

Klondike Archery Range: Kicked off construction of Klondike Archery Range in partnership with Florida Wildlife Conservation Commission. This project provides for re-use of a closed landfill property for recreational public use. Project to be completed Fall of 2012.

Compressed Natural Gas: Launched CNG feasibility study to evaluate cost savings for fueling of County fleet.

Waste Conversion Technology: Completed waste conversion technology research to explore ways to decrease volume of wastes to be disposed; to better manage waste stream.

Saufley Landfill Improvement Project: Developed bid documents, negotiated Closure Turf Agreement and facilitated meetings with Florida Department of Environmental Protection for Saufley Landfill Closure.

NEIGHBORHOOD ENTERPRISE FOUNDATION, INC. – HOUSING & COMMUNITY DEVELOPMENT

Centralized Homeless Housing & Services Facility: Secured and administered HUD CDBG Disaster Grant funding for new 31,000 square foot hardened facility located at 350 W. Herman Street that is now complete and fully operational by Waterfront Rescue Mission. The facility replaces the antiquated 8,500 square foot formerly located on Main Street.

Sanchez Court Rental Rehabilitation/Mitigation Project: Worked cooperatively with Area Housing Commission to renovate the deteriorated 48-unit Sanchez Court rental complex, including hurricane mitigation enhancements. The renovation is fully complete and 46 of the 48 are now occupied by eligible tenants.

ADA Enhancements to County Parks: Partnered with Parks and Recreation Department to fund handicapped accessibility improvements at various County park facilities as required by the Federal Americans with Disabilities Act (ADA).

Lakewood Sanitary Sewer and Related Infrastructure Improvements: Secured and administered Grant funding for construction of in excess of 30,000 l. f. of sanitary sewer infrastructure, lift stations, street resurfacing and associated improvements in the Barrancas CRA/Lakewood Subdivision. Project undertaken in coordination with ECUA Engineering.

Heritage Oaks Mobile Home Park Redevelopment: Partnered with BRACE and community interests to "save" the mobile home park from foreclosure and to preserve the 50 units of affordable workforce housing. Completed total redevelopment of the park, both infrastructure and housing units, located on Gulf Beach Highway. All mobile homes are now fully leased under the ownership and management of BRACE.

NATURAL RESOURCES CONSERVATION DIVISION

Environmental Quality Incentives Program (EQIP): USDA funding to apply conservation on agriculture lands providing technical assistance on 24 active contracts for \$551,662.

Gulf of Mexico Initiative (GoMI): USDA (EQIP) Funding to improve water quality in the Gulf of Mexico through use of conservation practices on agriculture lands within the Little Pine Barren Creek watershed. Registered and approved 25 contracts for \$782,941.

Wildlife Habitat Incentives Program (WHIP): USDA funding to improve wildlife habitat on private lands. Administering technical assistance on 13 contracts for \$105,642.

Escambia County Eco-Tour: Natural Resources Conservation has kicked off the Escambia County Eco-tour partnering with the City of Pensacola and Florida Department of Environmental Protection. This project highlights great stormwater and restoration sites located throughout the county and city using the popular GPS and Geocaching.com website. We have 12 sites and our feedback for the tour has been outstanding and positive.

Escambia County Farm Tour: Developed along with Extension Services a one day tour of Escambia County's agricultural industry highlights with over 100 attendees.

MOSQUITO CONTROL DIVISION

Customer Service: Mosquito control technicians consistently responded to customer service requests in less than one workday's time over the course of this past fiscal year. Average response time for the 679 service requests was 8.3.

Cooperation with local County Health Department as West Nile virus disease and human cases emerged in the County, Directors, Keith Wilkins, Dr. John Lanza, Bob Betts, developed a reporting system that respected patients' privacy and yielded operational location.

Reduced chemical applications and cost by 90% while simultaneously reducing complaints by 85% through the use of an Integrated Mosquito Management (IMM) methodology to control mosquitoes by biological, chemical and physical/source reduction rather than relying on truck spraying.

WATER QUALITY & LAND MANAGEMENT DIVISION

Water Quality Improvement Projects:

- Completed W Street Weir Replacement Project (FDEP Grant)
- Completed Bartow Avenue Stormceptor Project (FDEP Grant)
- Completed Native Paths Wetland Restoration and Cypress Pond Project (FDEP Grant)
- Started construction of Pensacola State College/Southwest Greenway Boardwalk (FDEP Grant)
- Started construction of Maggie's Ditch Wetland Floodplain Project (FDEP Grant)
- Finalized design and permitting for Jones Creek Stream Restoration Project (FDEP Grant)
- Finalized design and permitting for Lexington Terrace Park Stormwater Project (FDEP Grant)

Coastal Management:

- Completed Pre-Hurricane Beach Survey for Pensacola Beach and Perdido Key
- Completed Post-Hurricane Isaac Beach Assessment for Pensacola Beach and Perdido Key
- Successfully obtained NRDA funds for Pensacola Beach Dune Restoration (\$570,000)
- Completed Request for Additional Information for Perdido Key Habitat Conservation Plan
- Completed Perdido Key Kayak Park (River Road)
- Provided regulatory agency support for Public Works Department

Water Quality Laboratory/NPDES:

- Completed NPDES Stormwater Permit monitoring requirements
- Completed Bayou Chico BMAP monitoring
- Provided environmental support to City of Pensacola (Interlocal Agreement)
- Successful closure and abatement of Zachary Septage and Grease Facility (297A)
- Analyzed over 500 water quality samples
- Developed eleven new methods for analysis
- Lab certification/accreditation process 70% complete

Water Quality Laboratory/NPDES Continued:

- New contract for field sampling management for Solid Waste Management (landfill monitoring saving the Solid Waste Department \$100,000/yr)
- Completed Field Sampling Certification Training (7 employees)
- Completed data analysis and compilation for Pensacola Bay Stormwater Outfall Project
- Completed data analysis and compilation for Escambia Bay PCB Remediation Project

Trees:

- Planted 358 trees on 14 County Sites including Native Paths Cultural Center, Bratt Park, Beulah Road Landfill, Lexington Terrace Park, Bellview Park, and Wildlife Sanctuary
- Distributed and planted over 2600 tree seedlings throughout County
- Gave away 1800 trees to citizens at two Arbor Day Celebrations (Century and Warrington)
- Planted 750 seedlings on County Property for restoration
- Performed 86 Certified Tree Assessments for other County Departments including Code Enforcement, CRA, Engineering, Planning and Zoning, Risk Management, and Traffic

Environmentally Sensitive Land Acquisition:

- Purchased one additional parcel in AICUZ (Defense Infrastructure Grant)
- Purchased one additional parcel for Southwest Greenway extension (Florida Forever Grant)
- Received property donation from Area Housing Commission for Jones Creek Stream Restoration
- Received property donation from Pensacola State College for Southwest Greenway extension

COMMUNITY REDEVELOPMENT AGENCY

Englewood District:

- Upcoming- Community Center at the Boys and Girls Club
- In progress- Kupfrain Park Sidewalk, Drainage, and Curb/Gutter Project
- Completed – E Street remulching
- Completed – Neighborhood Entrance Signs
- Upcoming – Street lighting on Pace Boulevard

Palafox District:

- Massachusetts Sidewalk and Drainage Improvements
- Massachusetts Visioning Program
- Fence modifications at Truman Arms Apartments
- CRA Gateway sign construction is complete; Applied for DOT permits for installation, upon receipt of permits the signs will be installed

Brownsville District:

- Brownsville Historic Marker Sign
- Jackson Street Sidewalks – Design is complete; Road's Inc. was selected as contractor; 30% construction completion
- CRA Gateway sign construction is complete; Applied for DOT permits for installation, upon receipt of permits the signs will be installed

Barrancas District:

- Mahogany Mill Boat Ramp – Design is complete; FDEP is managing construction of project with NRDA Funds paid by BP (1.9m); Bidding process is underway for contractor
- CRA Gateway sign construction is complete; Applied for DOT permits for installation, upon receipt of permits the signs will be installed

Warrington CRA District:

- Davenport Bayou Sidewalks – Design is complete; Road's Inc. was selected as contractor; 40% construction completion
- Navy Blvd. Corridor Project Phase I - Design Guidelines Manual and Corridor Vision Plan was adopted by the BCC in May
- Navy Blvd. Corridor Project Phase II – Corridor Management Plan is currently in Draft form; Final Plan report scheduled for BCC adoption November 15, 2012
- Jaunita Williams Park Improvements – Design of parking lot and boardwalk/kayak launch are complete; bidding process is underway, bids to be submitted by Oct. 16, 2012.
- CRA Gateway sign construction is complete; Applied for DOT permits for installation, upon receipt of permits the signs will be installed

Brownfields Program:

- Acquired two Frontera Circle properties and are in negotiations with three others
- Completed the environmental assessment, excavated two underground fuel storage tanks and cleared lot at 3300 Mobile Hwy utilizing EPA Brownfields Assessment Grant, \$118,000
- Acquired 3322 Mobile Hwy
- Completed Phase II Environmental Assessment utilizing EPA Brownfields Assessment Grant \$121,935.07
- Began Brownfield assessment at B & B Enterprises in Century utilizing EPA Brownfield Grant \$4,500
- Received a Voluntary Cleanup Tax Credit of \$175,459.93 for the environmental remediation at the former Mosquito Control facility.
- Continued environmental assessment at Maggie's Ditch utilizing grant funding
- Acquired "S" St. parcel at no cost for a stormwater management project.
- Working to acquire 1313 Pace with interest from Baptist Hospital

MARINE RESOURCES DIVISION**Artificial Reefs:**

- Monitored existing reefs (including Oriskany fish monitoring, funded by a state grant)
- submitted two new reef permit applications

Waterways Access:

- Four NRDA-funded boat ramp projects in various stages of completion
- Designed & submitted permit applications for Hurst Hammock Paddlecraft Access
- Permit modifications for Little Sabine Bay regulatory and channel marker improvements
- Assisted with planning, coordination, and session moderator for statewide Waterways Management Conference Special Projects
- Served as WeighMaster for six Fishing Tournaments
- Hosted Seafood Safety Conference

ESCAMBIA EXTENSION**Agriculture/Aquaculture/Agronomy:**

- Programming through \$6,250 in external grants, \$10,560 of in-kind donations, \$5,225 in monetary donations and \$2,520 through 145 volunteer hours
- Sprayer Program reached 39 row crop producers with 56,000 acres and calibrated 23 spray rigs to ensure proper application of pesticides
- Multi County Rights-of-Way Workshop, 42 pesticide license holders gained knowledge concerning controlling various invasives, maintaining and improving native habitat, and best management practices for protecting wildlife. Applicators can increase their hourly rate from \$7.35 per hour to \$29.85, with an annual salary of \$15,228 to \$62,088. This computes to an annual difference of \$46,860 per year for those who do have a pesticide license and work on the right-of-way crew. For the 42 attendees, this equates to \$1.9 million in additional salary earning power.

Coastal Sustainability:

- Agent taught three Florida Master Naturalist program modules, Freshwater Wetlands, Coastal Systems, and Upland Habitats to a total of 45 participants and participated in the Food for America program to 600 youth from kindergarten through second grade
- Facilitated a year-long eco-tour program, Panhandle Outdoors LIVE, focusing on the best ecological sites in the Florida Panhandle.

Expanded Food & Nutrition Education Program (EFNEP):

- Assisted 19,901 limited income families members using 1,307 volunteer hours valued at \$22,715.

Family & Consumer Sciences:

- Health and Community Educator (HCE) volunteers contributed 6,068 hours of service at a value of \$105,461.
- Taught 46 Elder Nutrition Classes to 2,563 participants at five senior community centers.
- Through Agent's various financial management courses, two participants shared that they have started home businesses.

Horticulture:

- Partnered with schools to support school gardens as a supplement to classroom lessons. The Horticulture Agent and Master Gardener volunteers have taught gardening lessons for 1,119 elementary and middle school students to support and improve science and math skills of students.

Horticulture Continued:

- Trained 69 horticulture professionals on Best Management Practices and pesticide safety issues to promote responsible pesticide applications and protect local water quality. Applicators were able to maintain a professional certification following training classes.
- Master Gardener volunteers have provided 9,736 volunteer hours in educational programming to Escambia County residents and youth in 2012. The value of Master Gardener volunteer service to Escambia County is \$165,609 in 2012.

Sea Grant:

- Posted 10 articles on Extension website—topics: coastal ecology and wildlife conservation.
- Taught three Florida Master Naturalist courses to 45 participants; taught coastal ecology at seven school field trips with 458 students; conducted three 4-H camps with 177 youth; three lectures on turtles in northwest Florida; one teach workshop on monitoring water quality; hosted information table about wildlife conservation at seven area events and festivals with 2,128 visitors; spoke at one symposium on naturally occurring biological toxins in our waters; judged Science Fair at University of West Florida; and helped facilitate a year-long program, Panhandle Outdoors LIVE, teaching three of the classes focusing on the best coastal ecological sites in the Florida Panhandle to 59 adults.
- Developed a best management practice poster that explains how to avoid by-catch in crab traps for display in bait and tackle shops in Escambia, Santa Rosa, and Okaloosa counties.

Small Farms:

- Taught a six-week course for 26 Beginning Farmers that now are selling produce to local buyers through farmers markets, small retail outlets, and home sales.
- Coordinated with Family & Consumer Sciences to develop and teach a program on Cottage Food Laws to 67 participants, which resulted in 5+ small business startups.

4-H Youth:

- 4,878 youth in the area participated in 4-H. There are currently 291 adult and 41 youth volunteers associated with the Escambia County 4-H program.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3371

County Attorney's Report 13. 1.

BCC Regular Meeting

Action

Meeting Date: 10/18/2012

Issue: Resolution Establishing the RESTORE Act Advisory Committee

From: Ryan E. Ross, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Adopting a Resolution Establishing the RESTORE Act Advisory Committee

That the Board adopt the attached Resolution establishing the RESTORE Act Advisory Committee.

BACKGROUND:

At the October 4, 2012 meeting, the Board discussed establishing a RESTORE (Advisory) Committee. (Copy of Resume attached.) This Resolution sets out the duties and responsibilities of this committee.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney Ryan Ross drafted the Resolution.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Resolution

Resume Page of Oct. 4 2012

RESOLUTION NUMBER R2012 - _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ESTABLISHING THE RESTORE ACT ADVISORY COMMITTEE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in response to the Deepwater Horizon oil spill during the summer of 2010, the United States Congress has enacted the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012, also known as the “RESTORE Act;” and

WHEREAS, one purpose of the RESTORE Act is to ensure that the federal government distributes a substantial portion of fines or settlement amounts collected as a result of the oil spill to communities affected by the oil spill; and

WHEREAS, the RESTORE Act empowers the Escambia County Board of County Commissioners with the authority to distribute certain amounts for various purposes and projects as designated by the Act; and

WHEREAS, the Board of County Commissioners finds that an advisory committee would assist the Board in determining which projects qualify for funding under the Act, and therefore would serve the public interest.

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

SECTION 1. RECITALS.

The aforementioned recital clauses are hereby incorporated into this Resolution.

SECTION 2. ESTABLISHMENT.

The Escambia County Board of County Commissioners hereby establishes the RESTORE Act Advisory Committee.

SECTION 3. DUTIES OF THE RESTORE ACT ADVISORY COMMITTEE.

The RESTORE Act Advisory Committee shall have the following duties and responsibilities:

A. The Committee shall review projects submitted to the Board of County Commissioners for consideration of funding pursuant to the RESTORE Act. The Committee shall assign each project proposal into one of three categories: economic development and job creation, environmental, and infrastructure. A project may only be submitted for funding in one category. At the Committee's discretion, similar projects may be combined into a unified project proposal. Projects with a total estimated cost lower than \$500,000.00 will not be considered for funding using RESTORE Act funds.

B. The Board of County Commissioners shall establish ranking criteria for the Committee to use. The Committee shall rely solely on the ranking criteria established by the Board of County Commissioners.

C. The Committee shall rank each project and compile aggregate ranked lists of the projects submitted in each category. The Committee shall then submit the lists to the Board of County Commissioners for review and approval. The Board of County Commissioners may adopt a timeline for the ranking and approval process and any other deadlines it deems necessary. This timeline and other deadlines shall be binding on the Committee.

SECTION 4. COMPOSITION OF THE COMMITTEE.

The Committee shall consist of seven (7) members who are residents of Escambia County and appointed by the Board of County Commissioners as follows:

1. A representative of the financial industry (economist, banker, accountant, or financial planner with ten (10) or more years experience in the financial industry).

2. A business leader with ten (10) or more years of economic development experience.

3. An individual with ten (10) or more years of experience in the area of transportation.

4. An individual with ten (10) or more years of complex governmental experience.

5. An at-large citizen representative.

6. An individual appointed by the City of Pensacola. This Committee member cannot be an elected official or a regular or contract employee of the City of Pensacola unless the City of Pensacola is not going to request funding for a project under consideration by the Committee.

7. An individual representing local environmental advocacy groups.

A committee member may not be employed by or be a member of any organization that requests funding from, or that will be making recommendations to, the committee.

SECTION 5. TERMS OF COMMITTEE MEMBERS.

Committee members shall serve on the Committee until it has made all recommendations and completed its assignments as designated by the Board of County Commissioners. Should any Committee member cease to be an elector of the County, he or she shall cease to be a Committee member and shall be replaced by the Board of County Commissioners. Except for the Committee member representing the City of Pensacola, Committee members may also be removed by the Board of County

Commissioners. Additionally, the Committee shall recommend to the Board of County Commissioners the removal of a Committee member who accrues three unexcused absences from regularly-scheduled meetings of the Committee during the calendar year. Absences may be excused by a vote of the members present at any meeting.

SECTION 6. OFFICERS.

A. Chairperson. The Committee shall elect a Chairperson to preside at all meetings. The Chairperson shall be elected at the first meeting in January of each year and shall serve until the first meeting in January of the following year. There shall be no term limits for a member to serve as Chairperson.

B. Vice-Chairperson. The Committee shall elect a Vice-Chairperson to preside and act on behalf of the Chairperson during his or her absence. The term of office and method of election for the Vice-Chairperson shall be the same as the Chairperson.

SECTION 7. REGULAR MEETINGS.

The Committee shall establish a schedule of regular meetings, which shall be held at least every other month. A schedule of each year's regular meetings shall be distributed to all Committee members in December of the preceding calendar year.

SECTION 8. QUORUM AND VOTING.

Four (4) Committee members shall constitute a quorum for the purpose of conducting business. Each member shall exercise one vote on all matters subject to a vote of the Committee. All matters shall be decided by a majority vote of the members present. No member shall abstain from voting unless the member has a conflict of interest.

SECTION 9. SPECIAL MEETINGS.

The Chairperson may call a special meeting of the Committee on his or her initiative and shall call a special meeting at the request of any four members.

SECTION 10. LOCATION OF MEETING.

Committee meetings shall be held in a public facility of sufficient size to accommodate those present and at such locations as the Committee may determine from time to time.

SECTION 11. RULES OF PROCEDURE.

The Committee shall conduct its meeting in accordance with the current edition of Robert's Rules of Order, except to the extent that the provision thereof is inconsistent with this Resolution.

SECTION 12. SUNSHINE LAW.

The Committee shall be subject to and each member shall be responsible for compliance with the Florida Sunshine Law and the Florida Public Records Act.

SECTION 13. AGENDA.

The Chairperson shall prepare an agenda for all meetings. Any Committee member may request that a matter be placed on the agenda. The agenda and related materials shall be distributed at least one day prior to the meeting date.

SECTION 14. MINUTES.

Minutes shall be kept at each Committee meeting. The written summary of each meeting shall be submitted for approval of the members at the next regular meeting. Each written summary shall reflect the persons in attendance, items discussed, each

action taken at the meeting, and the vote of the members on each item presented at the meeting.

SECTION 15. NOTICE OF PUBLIC MEETING.

Notice of regular or special meetings of the Committee and the time and location of each meeting shall be published to the public.

SECTION 16. EFFECTIVE DATE.

That this Resolution shall become effective immediately upon adoption by the Board of County Commissioners.

ADOPTED this _____ day of _____ 2012

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Deputy Clerk

(Seal)

This document approved as to form and legal sufficiency

By _____

Title ASST. COUNTY ATTORNEY

Date oct. 9, 2012

RESUME OF THE REGULAR BCC MEETING – Continued

CLERK OF COURTS & COMPTROLLER'S REPORT – Continued

I. CONSENT AGENDA – Continued

3. Continued...

E. Report of the September 13, 2012, C/W Workshop – Continued

AGENDA NUMBER – Continued

4. RESTORE Act Settlement Funds

A. Board Discussion – The C/W:



(1) Viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *RESTORE Advisory Committee*, presented by County Administrator Oliver, which outlines the options for either a seven-member or nine-member Committee, and the following Committee selection process and schedule:

- (a) The Agenda Coordinator will post a public notice of interest in the first week of November for individuals desiring to serve on the Committee;
- (b) Commissioners will submit their nominees by the first Meeting in January (2013) for final action;
- (c) The RESTORE (*Advisory*) Committee shall present a priority of work within six months after the appointment of the Committee members;
- (d) The Committee will make its presentation in public to the BCC at a Special Meeting of the Board in July 2013; and
- (e) The BCC will then make a decision regarding the best use of those funds to benefit the diverse interests of the community; and

(Continued on Page 17)

RESUME OF THE REGULAR BCC MEETING – Continued

CLERK OF COURTS & COMPTROLLER'S REPORT – Continued

1. CONSENT AGENDA – Continued

3. Continued...

E. Report of the September 13, 2012, C/W Workshop – Continued

AGENDA NUMBER – Continued

4. Continued...

A. Continued...

(2) Was advised by County Administrator Oliver that he recommends the Committee appointments not be made until December 2012, because the new Commission will receive the (*Committee's*) recommendation in July 2013, and, based on the Commissioners' input, he will modify the Committee composition and bring a proposal forward to the September 17, 2012, Regular Board Meeting, when Commissioner Valentino will be present, to obtain a consensus

B. Board Direction – None.

(Continued on Page 18)



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3365

County Attorney's Report 13. 2.

BCC Regular Meeting

Action

Meeting Date: 10/18/2012

Issue: Authorization for the County Attorney's Office to File a Circuit Court Action on Property Located at 6230 Trent Street and 6310 Trent Street

From: Ryan E. Ross, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Authorization for the County Attorney's Office to File a Circuit Court Action on Property Located at 6230 Trent Street and 6310 Trent Street.

That the Board authorize the County Attorney's Office to file a circuit court action seeking declaratory and/or injunctive relief against the owners of 6230 Trent Street and 6310 Trent Street for continued violations of the Escambia County Code of Ordinances and the Escambia County Land Development Code.

BACKGROUND:

The Escambia County Environmental Enforcement Division ("Environmental Enforcement") has issued multiple notices of code violations to the owners (Gerald and Vera Bowling) of parcels located at 6230 Trent Street and 6310 Trent Street. The violations include nuisance conditions, trash and debris, inoperable vehicles, unsafe buildings, and operating a commercial business in residential zoning. These violations present a continuing threat to the public health, safety, and welfare. Environmental Enforcement has successfully obtained orders from special magistrates requiring abatement of these violations. However, despite substantial fines and significant efforts from Environmental Enforcement, the owners have not abated the violations. If Environmental Enforcement abated these violations on its own, recovery of the abatement costs is uncertain due to the homesteaded nature of at least one of the parcels. Accordingly, Environmental Enforcement has requested the County Attorney's Office to pursue declaratory and/or injunctive relief in circuit court that would compel abatement under the threat of a contempt order or other legal sanctions. This action is authorized pursuant to Section 162.30, Florida Statutes.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

This case will be handled by the County Attorney's Office.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-3366

County Attorney's Report 13. 3.

BCC Regular Meeting

Action

Meeting Date: 10/18/2012

Issue: Settlement between Escambia County Board of Commissioners and the Law Firm of McConnaughay, Duffy, Coonrod, Pope & Weaver, P.A.

From: Ryan E. Ross, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Acceptance of a Settlement From the Law Firm of McConnaughay, Duffy, Coonrod, Pope & Weaver, P.A. Based on the Firm's Representation of the County in the Workers' Compensation Case Involving Former Corrections Employee George Cato.

That the Board accept a settlement in the amount of \$40,000.00. In return, the Board will voluntarily waive any potential claims against the law firm of McConnaughay, Duffy, Coonrod, Pope & Weaver, P.A. based on the firm's representation of the County in the workers' compensation case involving former Corrections employee George Cato.

BACKGROUND:

In the mid-1990s, Escambia County employed the workers' compensation law firm of McConnaughay, Duffy, Coonrod, Pope & Weaver, P.A. ("the Firm"), to represent it in workers' compensation matters. During the course of representing the County in a case involving former Corrections employee George Cato, the Firm filed a notice of claim for reimbursement from the Florida Special Disability Trust Fund. The County could seek reimbursement for certain expenditures under this Fund. The Florida Legislature amended the statute governing Fund operations. The Fund advised the Firm that it did not consider the claim complete and that the Firm should withdraw the claim until it was. The Firm did not withdraw the claim. Based on prior experience, and despite the statutory amendments, the Firm believed that it could jeopardize reimbursement if it withdrew the claim. (The attorney handling the matter had worked for the Fund for several years prior to working for the firm.)

Subsequently, in 2007, Mr. Cato settled his workers' compensation claim with the County for \$140,000.00. The County paid \$40,000.00 of this settlement and an excess carrier paid the remaining \$100,000.00. Following settlement, the County's third party adjuster, through its own counsel, sought reimbursement for the total value of the claim, which included \$300,000.00 in County expenditures. The Fund denied reimbursement, and a Judge of Compensation Claims upheld the denial, finding that the County lost the right to seek reimbursement by not withdrawing the incomplete claim in 1997. The excess carrier recommended that the County explore a potential malpractice claim against the Firm or it would otherwise pursue reimbursement for its expenses directly from the County. The County and the Firm agreed to a pre-suit mediation in an attempt to resolve the matter prior to initiating litigation.

George Helm, counsel for the County's adjuster, and his fellow attorneys vigorously researched potential claims against the Firm. They identified strengths and weaknesses in the County's case. (Assistant County Attorney Ryan Ross is available to discuss the County's case individually with any Commissioner; an exhaustive description is not disclosed in this public document because litigation is still possible absent acceptance of this settlement.) A major complicating factor is that the Firm is currently representing the County in workers' compensation cases through the County's insurance carrier, Florida League of Cities. The County's Risk Management Department is very satisfied with its current representation. However, litigation would trigger several complications regarding attorney-client privilege. For this reason, and because any recovery from a malpractice action is questionable, the parties agreed to settle for the amount of \$40,000.00. This amount will make the County whole for its contribution to the 2007 washout settlement. The County's excess carrier, third party adjuster, and Risk Manager all concur with acceptance of this settlement amount.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

This agreement was negotiated by Ryan E. Ross, Assistant County Attorney

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-3373

County Attorney's Report 13. 4.

BCC Regular Meeting

Action

Meeting Date: 10/18/2012

Issue: Settlement of Workers' Compensation Claim involving Don Powell

From: Ryan E. Ross, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Settlement of Workers' Compensation Claim involving Don Powell

That the Board approve reimbursement in the amount of \$33,712.93 to the excess insurer on this workers' compensation claim, ACE Casualty Company.

BACKGROUND:

The workers' compensation claimant, Mr. Don Powell, passed away on September 22, 2005. Mr. Powell was injured in the course and scope of his employment on July 19, 1981, and received substantial workers' compensation benefits, including both indemnity payments and medical treatment. The total of these benefits was approximately \$315,342.96. At the time of this date of accident, the County had a self insured indemnification policy with ACE Casualty Company. The terms of this policy in essence required ACE to reimburse the County for any medical and indemnity payments on this workers' compensation claim that exceeded \$150,000.00.

As a result, ACE made payments totaling approximately \$48,536.41. ACE stopped making payments, however, when they learned that the County was receiving reimbursement from the State of Florida Second Injury Fund. In essence, as an indemnification policy, ACE was responsible for reimbursing the County only when the County's out of pocket actually exceeded \$150,000.00. Ultimately, the County received approximately \$199,760.60 in reimbursement from the Second Injury Fund. After considering the S.D.T.F. reimbursements, the County was actually only out of pocket approximately \$115,582.36. ACE was only responsible for indemnifying the County to the extent that the County's out of pocket expenses exceeded \$150,000.00. Because ACE made total payments to the County of \$48,536.41, the County's worker's compensation counsel determined the County was actually reimbursed approximately \$34,417.64 too much. As a result, ACE was due approximately that sum back from the County.

After discussing the aforementioned figures in detail with the County's accounting department, the accounting department determined the reimbursement amount was approximately \$33,712.93. Although this amount slightly differed from the amount requested by ACE, ACE confirmed they would accept reimbursement of this amount in complete resolution of this matter.

Because the County clearly owes the aforementioned sum back to ACE under the terms of the indemnification policy, the County's workers' compensation counsel recommends that the Board approve the reimbursement request as indicated.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3380

County Attorney's Report 13. 5.

BCC Regular Meeting

Action

Meeting Date: 10/18/2012

Issue: Attorney-Client Session - Escambia County v. McCall & Associates, Inc., et al.,
Case No. 2011 CA 001127

From: Charles V. Peppler, Deputy County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Scheduling an Attorney-Client Session

That the Board take the following action:

A. Schedule a private meeting with its attorneys to discuss pending litigation, in accordance with § 286.011 (8), Florida Statutes, for November 1, 2012 at 4:00 p.m.; and

B. Approve the public notice printed below to be published in the Pensacola News Journal on Sunday, October 21, 2012.

PUBLIC NOTICE

IT IS THE INTENTION of the Board of County Commissioners of Escambia County, Florida, to hold a private meeting with its attorney to discuss pending litigation in the case of *Escambia County v. McCall & Associates, Inc., et al.* in accordance with Section 286.011(8), Florida Statutes. Such attorney-client session will be held at 4:00 p.m. on Thursday, November 1, 2012, in the Board Meeting Room, First Floor, Escambia County Governmental Complex, 221 Palafox Place, prior to the meeting of the Board of County Commissioners. Commissioners Wilson B. Robertson, Gene M. Valentino, Marie K. Young, Grover C. Robinson, IV, and Kevin W. White, County Administrator Charles R. "Randy" Oliver, Attorney representing Escambia County Charles V. Peppler, Deputy County Attorney, Alison P. Rogers, County Attorney and a certified court reporter will attend the attorney-client session.

BACKGROUND:

N/A

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3372

County Attorney's Report 13. 1.

BCC Regular Meeting

Discussion

Meeting Date: 10/18/2012

Issue: Evaluation of the County Administrator

From: Alison P. Rogers, County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Evaluation of the County Administrator

That the Board accept written evaluations from each Commissioner and hold a public evaluation of Mr. Charles R. "Randy" Oliver, the County Administrator.

BACKGROUND:

Mr. Oliver's contract with Escambia County calls for him to be evaluated annually, with the method of evaluation left to the discretion of the Board of County Commissioners. At its meeting on September 17, 2012, the Board voted to publicly evaluate the Administrator at its October 18, 2012 Board meeting. (Copy of Resume attached.) The Board members also each completed a written evaluation, distributed upon completion by all five Commissioners.

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

Comm. Wilson B. Robertson, Chairman, District 1

Comm. Gene M. Valentino, Vice Chair, District 2

Comm. Marie K. Young, District 3

Comm. Grover C. Robinson, IV, District 4

Comm. Kevin W. White, District 5

Resume Page of Sept. 17, 2012

County Administrator Evaluation

Please rate the County Administrator using the following scale:

Rating	Description
1	Unacceptable - Unsatisfactory performance
2	Conditional - Requires Improvement
3	Satisfactory - Meets Commission expectations
4	Exceptional - Generally exceeds Commission expectations
5	Outstanding - Substantially exceeds Commission expectations

Please return your evaluation form to the County Attorney as soon as possible.

Supervision		
Does the County Administrator maintain a standard of respect for department head's ability and encourage their initiative? Does he challenge them to perform at their highest level?	Rating	Comments: Unknown to me. I do not attend his employee meetings.
Leadership		
Does the County Administrator inspire others to succeed? Does he actively promote efficiency in operations? Does he demonstrate a high regard for personal ethics?	Rating	Comments: I believe he has high ethics. I do not know about the other questions.
Execution of Policy		
Does he understand the laws and ordinances of the County and cause them to be fairly enforced?	Rating	Comments: Unknown to me.
Community Relations		
Does the County Administrator work well with citizens and properly handle their complaints?	Rating	Comments: I believe he allows staff to handle day to day operations.
Administrative Duties		
Does the County Administrator properly handle his administrative duties?	Rating	Comments: Maybe with staff, but not with commissioners.

Economic Development

Does the County Administrator work well with Constitutional Officers and developers while protecting the County's interest? Does he work to increase the County's tax base through economic development?	Rating	Comments: Not well enough.
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Intergovernmental Relations

Does the County Administrator cooperate cordially with neighboring communities and citizens while looking after the interests of Escambia County?	Rating	Comments: Fairly well.
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County Council Relations

Does the County Administrator work well with the County Commission in making sure there is adequate information available prior to meetings? Is he willing to meet with Commission Members to deal with individual problems and issues?	Rating	Comments: Not well enough.
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Planning

Does the County Administrator involve himself in the planning process to the correct degree? Does he review the process and look for better ways to handle development activities?	Rating	Comments: No.
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Financial Management / Budget

Does the County Administrator ensure the budget is prepared and executed in the manner approved by the County Commission? Does he ensure the County's monies are managed properly?	Rating	Comments: Yes.
--	--------	-----------------------

Additional Comments:

Name of Rater:

William Robertson

Date:

10-3-12

County Administrator Evaluation

Please rate the County Administrator using the following scale:

Rating	Description
1	Unacceptable - Unsatisfactory performance
2	Conditional - Requires Improvement
3	Satisfactory - Meets Commission expectations
4	Exceptional - Generally exceeds Commission expectations
5	Outstanding - Substantially exceeds Commission expectations

Please return your evaluation form to the County Attorney as soon as possible.

Supervision		
Does the County Administrator maintain a standard of respect for department head's ability and encourage their initiative? Does he challenge them to perform at their highest level?	Rating	Comments:

Leadership		
Does the County Administrator inspire others to succeed? Does he actively promote efficiency in operations? Does he demonstrate a high regard for personal ethics?	Rating	Comments:

Execution of Policy		
Does he understand the laws and ordinances of the County and cause them to be fairly enforced?	Rating	Comments:

Community Relations		
Does the County Administrator work well with citizens and properly handle their complaints?	Rating	Comments:

Administrative Duties		
Does the County Administrator properly handle his administrative duties?	Rating	Comments:

Economic Development		
Does the County Administrator work well with Constitutional Officers and developers while protecting the County's interest? Does he work to increase the County's tax base through economic development?	Rating	Comments:

Intergovernmental Relations		
Does the County Administrator cooperate cordially with neighboring communities and citizens while looking after the interests of Escambia County?	Rating	Comments:

County Council Relations		
Does the County Administrator work well with the County Commission in making sure there is adequate information available prior to meetings? Is he willing to meet with Commission Members to deal with individual problems and issues?	Rating	Comments:

Planning		
Does the County Administrator involve himself in the planning process to the correct degree? Does he review the process and look for better ways to handle development activities?	Rating	Comments:

Financial Management / Budget		
Does the County Administrator ensure the budget is prepared and executed in the manner approved by the County Commission? Does he ensure the County's monies are managed properly?	Rating	Comments:

Additional Comments:

Name of Rater: *Sue Kelly*

Date: *10/10/12*

see attached

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



Wilson Robertson
District One
Gene M. Valentino
District Two
Marie Young
District Three
Grover C. Robinson, IV
District Four
Kevin W. White
District Five

221 Palafox Place, Suite 400
P. O. Box 1591
Pensacola, Florida 32591-1591

Telephone (850) 595-4902
Toll Free (866) 730-9152
Telefax (850) 595-4908
(Suncom) 695-4902

October 10, 2012

**To: Alison Rogers, County Attorney
From: Commissioner Gene M. Valentino, District 2**

Re: County Administrator Evaluation

Dear Alison,

I will give you this written response here which you can attach to the "Evaluation Form".

I have a problem with this Evaluation Form. The evaluation questions do not sync with the evaluation questions used with his original hiring. Additionally, they do not coincide with the specific duties listed in his Employment Agreement which should be evaluated as well. Furthermore, it has come to my attention that during his initial interview process a thorough background check of Mr. Oliver was not performed. Had there been one, several circumstances would have come to our attention during the interview phase then, to forewarn us then, of concerns that have evidenced themselves now.

It should be noted that an "Unacceptable Performance" rating of "1" is given below when it is known that the performance was unacceptable OR when there was an appearance that the Administrator did not reveal his efforts to the commissioners in this regard.

Question #1 (Supervision): Rating - 2

No. It's one thing to let department heads have the freedom to 'do their thing'. It's however another story to let them go unsupervised without performance targets or measurements. Some have complained that they were isolated. Others have stated that he has lost respect for the department heads. Some have lost respect for him.

Question #2 (Leadership): Rating - 1

No and not sure. His inspiration of staff is not something the Commissioners have insight into. I know how he has terminated individuals, but not how he inspired individuals. I have no regard for his personal ethics, specifically when he was motivated by another commissioner to write an open letter to the DEP secretary chastising a commissioner's stand on DEP's oil spill performance. It was unethical and insubordinate.

Question #3 (Execution of Policy) Rating - 1

The policies he promotes are his, not the commissioners. Initiatives of commissioners were killed through his approach. He would not champion a commissioner cause unless he agreed. He was not always an advocate of policies the elected commissioners were bringing forward for adoption. His predisposition on many issues quashes a commissioner's ability to bring a worthy idea forward. His favorite saying is, "No, that won't work".

Question #4 (Community Relations) Rating - 1

He is known to leave in the middle of a meeting without providing any resolution to a problem. Feedback from the public and other county agencies found him to be arrogant and rude. In a limited sense he was helpful with the citizen complaints brought to him from the District 2 office. In most cases however, District 2 brought complaints directly to the department level to get things done.

Question #5 (Administrative Duties) Rating - 1

The duties he handles are not known to the commissioners. In most cases we are informed after-the-fact. No input is sought in advance from commissioners with inherent knowledge or prior experience.

Question #6 (Economic Development) Rating - 1

No substantive effort has been made to specifically improve economic development. While he understands the shortcomings of the existing economic development structure, no attempt has been made to transition it to a better structure for success.

Question #7 (Intergovernmental Relations) Rating - 1

He has no relationship with neighboring communities that I'm aware of.

Question #8 (County Council Relations) Rating - 3

He makes an effort to see each commissioner weekly. However, it appears in some cases he has decided in advance his direction of action without regard to commissioner input. His attitude of "I know better than the commissioner" is what comes through.

Evaluation, Continued

Question #9 (Planning) Rating - 2

While he is a good strategist, his plan on any given issue precedes that of the commissioner from a policy point of view. The communications with the commissioners seem guarded and limited. Therefore there is a lack of thoughtful planning and collaboration. He does not seem willing to take advantage of the prior knowledge or experience a commissioner can offer.

Question #10 (Financial Management | Budget) Rating - 3 | 1

He does satisfactorily bring forward a balanced budget in the strict sense. However, regarding the second half of the question, he fails and is unsatisfactory. He has pressed the use of LOST funds for Park operations, maintenance and repair in an unprecedented manner. The grant funds received by ECAT were redirected to non-ECAT purposes. The proposal to balance the budget through the elimination of the libraries was a premature reaction to the budget problem.

ADDITIONAL COMMENTS: There have been 4 county administrators in the last 6 years. My observation is that an Administrator finds himself in trouble with the County Commissioners when he gets out ahead of them on matters of policy and when the Commissioners' personal requests are disregarded. While commissioners have not interfered with operational activities in his direct control, he seems more isolated from commissioners than collaborative. Moreover, at more than one time he has impugned the integrity and character of a commissioner with other government officials, with business leaders and with other agencies such as the Chamber of Commerce.



County Administrator Evaluation

Please rate the County Administrator using the following scale:

Rating	Description
1	Unacceptable - Unsatisfactory performance
2	Conditional - Requires Improvement
3	Satisfactory - Meets Commission expectations
4	Exceptional - Generally exceeds Commission expectations
5	Outstanding - Substantially exceeds Commission expectations

Please return your evaluation form to the County Attorney as soon as possible.

Supervision		
Does the County Administrator maintain a standard of respect for department head's ability and encourage their initiative? Does he challenge them to perform at their highest level?	Rating 5	Comments:
Leadership		
Does the County Administrator inspire others to succeed? Does he actively promote efficiency in operations? Does he demonstrate a high regard for personal ethics?	Rating 5	Comments:
Execution of Policy		
Does he understand the laws and ordinances of the County and cause them to be fairly enforced?	Rating 5	Comments:
Community Relations		
Does the County Administrator work well with citizens and properly handle their complaints?	Rating 5	Comments:
Administrative Duties		
Does the County Administrator properly handle his administrative duties?	Rating 5	Comments:

Economic Development		
Does the County Administrator work well with Constitutional Officers and developers while protecting the County's interest? Does he work to increase the County's tax base through economic development?	Rating 5	Comments:

Intergovernmental Relations		
Does the County Administrator cooperate cordially with neighboring communities and citizens while looking after the interests of Escambia County?	Rating 5	Comments:

County Council Relations		
Does the County Administrator work well with the County Commission in making sure there is adequate information available prior to meetings? Is he willing to meet with Commission Members to deal with individual problems and issues?	Rating 5	Comments:

Planning		
Does the County Administrator involve himself in the planning process to the correct degree? Does he review the process and look for better ways to handle development activities?	Rating 5	Comments:

Financial Management / Budget		
Does the County Administrator ensure the budget is prepared and executed in the manner approved by the County Commission? Does he ensure the County's monies are managed properly?	Rating 5	Comments:

Additional Comments:
 Again, this has been another great year and of course, my dad and I have enjoyed working with you. You've shown great leadership and has helped the county in many ways. It is my desire that your tenure will allow for many opportunities to help grow Escambia County and improve the quality of life for our citizens.

Name of Rater: Marie K. Young

Date: 10/4/12

County Administrator Evaluation

Please rate the County Administrator using the following scale:

Rating	Description
1	Unacceptable - Unsatisfactory performance
2	Conditional - Requires Improvement
3	Satisfactory - Meets Commission expectations
4	Exceptional - Generally exceeds Commission expectations
5	Outstanding - Substantially exceeds Commission expectations

Please return your evaluation form to the County Attorney as soon as possible.

Supervision

<p>Does the County Administrator maintain a standard of respect for department head's ability and encourage their initiative? Does he challenge them to perform at their highest level?</p>	4	<p>Comments: I believe Randy does a great job of providing a standard + direction; however at the same time allowing them to make their own decisions + manage their departments themselves</p>
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Leadership

<p>Does the County Administrator inspire others to succeed? Does he actively promote efficiency in operations? Does he demonstrate a high regard for personal ethics?</p>	4	<p>Comments:</p>
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Execution of Policy

<p>Does he understand the laws and ordinances of the County and call them to be fairly enforced?</p>	4	<p>Comments: Randy is very good at understanding the ordinances + what is expected</p>
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Community Relations

<p>Does the County Administrator work well with citizens and properly handle their complaints?</p>	3	<p>Comments: Randy is adequate but interacting with citizens is something he could improve</p>
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Administrative Duties

<p>Does the County Administrator properly handle his administrative duties?</p>	4	<p>Comments: I think Randy is good at handling his role</p>
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Economic Development		
Does the County Administrator work well with Constitutional Officers and developers while protecting the County's interest? Does he work to increase the County's tax base through economic development?	Rating 4	Comments: I think Randy understands economic development & how to get the kind of business we want to grow.

Intergovernmental Relations		
Does the County Administrator cooperate cordially with neighboring communities and citizens while looking after the interests of Escambia County?	Rating 3.5	Comments: Another area I think he is capable but needs to work on

County Council Relations		
Does the County Administrator work well with the County Commission making sure there is adequate information available prior to meetings? Is he willing to meet with Commission Members to deal with individual problems and issues?	Rating 3.5	Comments: This is a tough job for any administrator. Randy does meet with me & does a good job communicating. However I think this is an area that he could continue to work on.

Planning		
Does the County Administrator involve himself in the planning process to the correct degree? Does he review the process and look for better ways to handle development activities?	Rating 5	Comments: Randy has a good understanding of planning, & development services

Financial Management / Budget		
Does the County Administrator ensure the budget is prepared and executed in the manner approved by the County Commission? Does he ensure the County's monies are managed properly?	Rating 5	Comments: This is Randy best area. I think he does a great job working through the budget

Additional Comments: This is a tough job. Randy is not perfect but who can be with 5 demanding bosses. I think he does a great job for the people of Escambia County. He needs to continue that & improve in those areas designated

Name of Rater: Gregor Robinson

Date: 10/2/12

Steve C. Allen

County Administrator Evaluation

Please rate the County Administrator using the following scale:

Rating	Description
1	Unacceptable - Unsatisfactory performance
2	Conditional - Requires Improvement
3	Satisfactory - Meets Commission expectations
4	Exceptional - Generally exceeds Commission expectations
5	Outstanding - Substantially exceeds Commission expectations

Please return your evaluation form to the County Attorney as soon as possible.

Supervision		
Does the County Administrator maintain a standard of respect for department head's ability and encourage their initiative? Does he challenge them to perform at their highest level?	Rating 2	Comments: <i>over time I have developed less faith in his ability to do so. I have noticed less communication with Dept. heads and Commissioners and feel this is a directive from the Administrator</i>

Leadership		
Does the County Administrator inspire others to succeed? Does he actively promote efficiency in operations? Does he demonstrate a high regard for personal ethics?	Rating 3	Comments:

Execution of Policy		
Does he understand the laws and ordinances of the County and cause them to be fairly enforced?	Rating 3	Comments:

Community Relations		
Does the County Administrator work well with citizens and properly handle their complaints?	Rating 2	Comments: <i>On several occasions I have asked the Administrator to handle a situation/make contact and he has directed someone else to do so. When given a directive, I expect it to be followed.</i>

Administrative Duties		
Does the County Administrator properly handle his administrative duties?	Rating 2	Comments: <i>This Board at times has not been properly prepared/informed. Some difficult decisions seem to be passed off.</i>

Economic Development		
Does the County Administrator work well with Constitutional Officers and developers while protecting the County's interest? Does he work to increase the County's tax base through economic development?	Rating 2	Comments: Does not seem to have an approachable demeanor with constitutional officers and there has been a lack of communication with the development community.

Intergovernmental Relations		
Does the County Administrator cooperate cordially with neighboring communities and citizens while looking after the interests of Escambia County?	Rating 2	Comments: Some neighboring communities have expressed a lack of communication. Especially during the recent state of emergency.

County Council Relations		
Does the County Administrator work well with the County Commission in making sure there is adequate information available prior to meetings? Is he willing to meet with Commission Members to deal with individual problems and issues?	Rating 3	Comments: He is willing to meet with me weekly, however the information given at times has been only a portion of what is needed and then I am not fully prepared.

Planning		
Does the County Administrator involve himself in the planning process to the correct degree? Does he review the process and look for better ways to handle development activities?	Rating 3	Comments: There is an ongoing situation with our LDC Comp Plan and its rewrite. This has not been handled properly and staff has not been given adequate direction.

Financial Management / Budget		
Does the County Administrator ensure the budget is prepared and executed in the manner approved by the County Commission? Does he ensure the County's monies are managed properly?	Rating 4	Comments:

Additional Comments:
 There are still concerns with personnel issues being handled in a professional, timely and adequately manner.
 He does not seem to be open minded to other ideas.

Name of Rater: K W White Date: 10/5/12

ITEMS ADDED TO THE AGENDA – COMMISSIONER KEVIN W. WHITE

1. Cardinal Paradise-Tate Road – Verbal Recommendation ►

Motion made by Commissioner White, seconded by Commissioner Robinson, and carried 4-1, with Commissioner Young voting "no," approving to direct staff to issue the necessary permits, based on the November 21, 2008, letter from Terry Williams, Senior Urban Planner, a copy of which was provided by Skip Butler during Public Forum, indicating that three lots (*owned by Marion D. Grizzle*) in Cardinal Paradise-Tate Road, Property Reference #s 14-1N-31-1007-003-018, 14-1N-31-1007-001-012, and 14-1N-31-1007-000-013, could be developed without additional review.

Motion made by Commissioner White, seconded by Commissioner Robinson, and carried unanimously, approving to direct staff to come back with an Ordinance change to allow the administrative waiver by the County Administrator in cases where there is a documented reliance on staff representation.

For Information: The Board was advised by Commissioner Robinson that he has a contractual relationship with Skip Butler, and Mr. Butler confirmed, for the record, that he has no financial interest in the properties.



2. County Administrator's Annual Review – Verbal Recommendation ►

Motion made by Commissioner White, seconded by Commissioner Valentino, and carried 4-1, with Commissioner Robinson voting "no," approving that the annual review of the County Administrator (*per the Employment Agreement between Escambia County and Charles R. "Randy" Oliver*) will be brought to the October 18, 2012, Regular Board Meeting, with each Commissioner to complete the evaluation, using the same form as last year, and return the completed evaluation form to the County Attorney, who will then distribute the forms as part of the County Attorney's Report.