

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 – January 17, 2013 – 5:30 p.m.

Ernie Lee Magaha Government Building – 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. Oath of Office Ceremony for the Honorable Pam Childers, Clerk of the Circuit Court & Comptroller.

7. Proclamations.

Recommendation: That the Board adopt the following two Proclamations:

A. The Proclamation commending and congratulating the University of West Florida Argonauts Women's Soccer Team on their first National Women's Soccer Championship and Number 1 national ranking for all NCAA Division II schools and wishing continued success to the University of West Florida's Women's Soccer Program in the future; and

B. The Proclamation proclaiming January 18, 2013, as "Reverend Dr. James Young Day" in Escambia County and joining the National Southern Christian Leadership Conference in commending and congratulating Reverend Dr. James Young in recognition of his founding of the Pensacola Chapter of the Southern Christian Leadership Conference.

8. 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.

9. 5:31 p.m. Public Hearing for consideration of the Petition to Vacate road rights-of-way in Mariner Village Subdivision, as petitioned by U.S. National Housing Limited Partnership.

Recommendation: That the Board take the following action concerning the Petition to Vacate road rights-of-way in Mariner Village Subdivision (approximately 11.5 acres), as petitioned by U.S. National Housing Limited Partnership:

A. Approve the Petition to Vacate a portion of the road rights-of-way in Mariner Village Subdivision (approximately 11.5 acres), as petitioned by U.S. National Housing Limited Partnership;

B. Accept the Hold/Harmless Agreement;

C. Adopt the Resolution to Vacate; and

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

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, which has an agreement with the U.S. Government to provide housing for military and government families, owns all of the lots and common areas within the boundaries of Mariner Village Subdivision. The Final Plat of Mariner Village Subdivision, which included accepting the roads for County maintenance, was accepted by the Board on September 22, 1992. The stormwater drainage system remained privately held. At this time, U. S. National Housing Limited Partnership 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 20 of said subdivision and less and except 500.00 linear feet of Triad Boulevard running northwest from the northwest right of way of Blue Angel Parkway. Staff has made no representations to the Petitioner or Petitioners' 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.

10. 5:32 p.m. Public Hearing for consideration of adopting a Resolution amending the Fiscal Year 2011-2012 Budget.

Recommendation: That the Board adopt the Resolution approving Supplemental Budget Amendment #060, in the amount of \$44,862,750, to recognize certain revenues and adjust fund balance estimates for the following funds: General Fund (001), Escambia County Restricted Fund (101), Economic Development Fund (102), Code Enforcement Fund (103), Mass Transit Fund (104), M&A State Fund (106), Tourist Promotion Fund (108), Other Grants & Projects Fund (110), Misdemeanor Probation Fund (114), Article V Fund (115), Development Review Fees (116), Perdido Key Beach Mouse Fund (117), Law Enforcement Trust (121), Escambia Affordable Housing (124), Handicapped Parking Fund (130), Family Mediation Fund (131), Fire Protection Fund (143), E-911 Operations Fund (145), HUD-CDBG Housing Rehab (146), Community Redevelopment Fund (151), Southwest Sector CRA Fund (152), Bob Sikes Toll Bridge Fund (167), Transportation Trust Fund (175), MSBU Assessment Fund (177), Master Drainage Basin Fund (181), Debt Service Fund (203), FTA Capital Projects Fund (320), New Road Construction Fund (333), Local Option Sales Tax III Fund (352), Solid Waste Fund (401), Building Inspections Fund (406), EMS Fund (408), Civic Center Fund (409), and the Internal Service Fund (501), and to appropriate these funds accordingly.

11. 5:34 p.m. Public Hearing for consideration of the renewal of a Permit to Construct and/or Operate a Construction and Demolition Debris Facility for Palafox Properties, LLC d/b/a Rolling Hills C&D Recycling Center.

Recommendation: That the Board authorize the renewal of a Permit to Construct and/or Operate a Construction and Demolition Debris Facility for Palafox Properties, LLC d/b/a Rolling Hills C&D Recycling Center, located at 6990 Rolling Hills Road, Pensacola, FL.

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

12. 5:35 p.m. Public Hearing for consideration of the issuance of a Permit to Construct and/or Operate a Land Clearing Disposal Management Facility for Sand & Dirt, Inc. d/b/a Brickton Borrow Pit/LCD Facility, located at 8800 N. Highway 29, Molino, Florida.

Recommendation: That the Board authorize the issuance of a Permit to Construct and/or Operate a Land Clearing Disposal Management Facility for Sand & Dirt, Inc. d/b/a Brickton Borrow Pit/LCD Facility, located at 8800 N. Highway 29, Molino, Florida.

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

13. Committee of the Whole Recommendation

Recommendation: The Committee of the Whole (C/W), at the January 8, 2013, C/W Workshop, recommends that the Board take the following action:

A. Approve terminating the Land Development Code Advisory Committee, evaluate, and compare to comparable Florida Counties, including Bay County, and the applicable counties in Alabama, the work that has been presented, and approve a review of the existing Comprehensive Plan, relative to discussion concerning the Land Development Code/Comprehensive Plan (*on May 6, 2010, the Board adopted Resolution R2010-81 establishing the Escambia County Land Development Code Citizen Advisory Committee and appointing the membership of the Committee*) (C/W Item 5); and

B. Approve granting the Assistant County Administrator and the County Attorney 60 days in which to meet with the Sheriff and prepare a draft Noise Ordinance, for the Board's consideration, and rescind any Committee, as needed (*at the November 15, 2012, Regular Board Meeting, the Board approved directing staff to create, through the County Administrator and the County Attorney, for their recommendation for a subsequent vote, an Advisory Committee to bring forward to the Board, at a future date, a firm proposal on which recommendation to proceed with, and a measuring strategy for the County to enforce, relative to updating the Noise Ordinance*) (C/W Item 6).

14. Reports:

CLERK & COMPTROLLER'S REPORT

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

I. Consent Agenda

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

That the Board accept, for filing with the Board's Minutes, the following nine Reports prepared by the Clerk and Comptroller's Finance Department:

A. Payroll Expenditures for Pay Date January 4, 2013, in the amount of \$2,050,389.27;

B. The following three Disbursement of Funds:

(1) December 20, 2012, to December 26, 2012, in the amount of \$563,786.81;

(2) December 27, 2012, to January 2, 2013, in the amount of \$13,568,921.38; and

(3) January 3, 2013, to January 9, 2013, in the amount of \$3,553,135.43;

C. Tourist Development Tax Collections Data for the November 2012 returns received in the month of December 2012; this is the third month of collection for Fiscal Year 2012-2013; total collected for the November 2012 returns was \$339,864, which is a 4.11% increase over the November 2011 returns; total collections year to date are 9.56% higher than the comparable time frame in Fiscal Year 2011-2012;

D. The Investment Report for the month ended December 31, 2012, as required by Ordinance Number 95-13 (**BACKUP TO BE DISTRIBUTED UNDER SEPARATE COVER**); and

E. Budget Comparison Reports for three (3) months, or 25%, of Fiscal Year 2012-2013, as follows:

(1) Summarized, by fund, *Budget to Actual Summary Report For the fiscal year 2013 as of December 31, 2012*;

(2) *Comparison of Actual Revenues & Expenditures to Prior Fiscal Year For the fiscal year 2013 as of December 31, 2012; and*

(3) *Graph of Two Year Comparison General Fund Only Revenues vs. Expenditures October through December.*

2. Recommendation Concerning Acceptance of the Santa Rosa Island Authority Report on Agreed Upon Procedures

That the Board accept, for filing with the Board's Minutes, the Santa Rosa Island Authority's *Report on Agreed Upon Procedures*, as prepared by Saltmarsh, Cleaveland & Gund, Certified Public Accountants and Consultants; this Report has been provided to the Santa Rosa Island Authority (SRIA) for comments on findings and the responses from SRIA Officials are included in this Report.

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

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

A. Closing documents related to the sale of the following surplus County property:

(1) The sale (*to Sergio E. Martinez*) of property located at 1211 Border Street, as executed by the Chairman on December 19, 2012, based on the Board's action of August 5, 2010, authorizing the sale of the property to the bidder with the highest offer at or above the minimum bid of \$3,107, and received in the Clerk to the Board's Office on December 26, 2012; and

(2) The sale (*to Charles B. Myers, Jr.*) of property located at 210 East Lakeview Avenue, as executed by the Chairman on January 3, 2013, based on the Board's action of April 16, 2009, authorizing the sale of the property to the bidder with the highest offer received above the minimum bid of \$2,850, and received in the Clerk to the Board's Office on January 4, 2013; and

B. The 2013 Meeting Schedule for the Escambia County Health Facilities Authority, as provided by Paula G. Drummond, Executive Director, and received in the Clerk to the Board's Office on December 27, 2012.

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

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

A. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held January 3, 2013; and

B. Approve the Minutes of the Regular Board Meeting held January 3, 2013.

GROWTH MANAGEMENT REPORT

I. Consent Agenda

1. Recommendation Concerning the Scheduling of Public Hearing

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

Thursday, February 7, 2013

5:45 p.m. - A Public Hearing to amend the official Zoning map to include the following Rezoning Case heard by the Planning Board on September 10, 2012.

Case No.:	Z-2012-16
Address:	Hanks Road
Property Reference No.:	14-5N-32-2301-000-000
Property Size:	50.24 (+/-) acres
From:	P, Public District
To:	VAG-1, Village Agriculture District
FLU Category:	AG, Agricultural
Commissioner District	5
Requested by:	Donna Schneider
Planning board	Approval
Recommendation:	
Speakers:	Ronald Schneider, Agent for, Donna Schneider, Owner

COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

1. Recommendation Concerning Disposition of County Assets Held by the Escambia County Health Department - Amy Lovoy, Management and Budget Services Department Director

That the Board declare surplus and authorize the disposition of all the assets shown in the listing provided. All of the assets listed are County assets held and utilized by the Escambia County Health Department.

2. Recommendation Concerning the Department of Health & Human Services, USA, Centers for Medicare & Medicaid Services, Medicare Enrollment Application - Michael D. Weaver, Public Safety Department Director

That the Board authorize the Chairman to sign the Department of Health & Human Services, USA, Centers for Medicare & Medicaid Services, Medicare Enrollment Application, CMS-855B, as authorized official, for revalidation of Escambia County Board of County Commissioners, D/B/A Escambia County EMS (Emergency Medical Services), as a Florida Medicare Provider.

3. Recommendation Concerning the Enterprise Zone Development Agency 2012 Annual Report - Keith Wilkins, Community & Environment Department Director

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

4. Recommendation Concerning the Warrington Overlay District Management Plan Uses - Keith Wilkins, Community & Environment Department Director

That the Board, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), approve an exception to all existing uses requiring management plan submittal under Land Development Code (LDC), Section 6.07.01.F, as of the date of Board approval, granting legal non-conforming status.

5. Recommendation Concerning CRA Meeting Minutes, November 15, 2012 - Keith Wilkins, Community & Environment Department Director

That the Board accept for filing with the Board's Minutes, the November 15, 2012, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Carolyn Barbour, Senior Office Support Assistant, CRA.

6. Recommendation Concerning the Scheduling of a Public Hearing to Consider the Petition to Vacate a Portion of a 20-Foot-Wide Alleyway, Block 21, Hazlehurst Subdivision - Joy D. Blackmon, P.E., Public Works Department Director

That the Board authorize the scheduling of a Public Hearing for February 21, 2013, at 5:31 p.m., to consider the Petition to Vacate a portion of a 20-foot-wide alleyway (approximately 0.04 acres) in Block 21, Hazlehurst Subdivision, as petitioned by Linh Le.

7. 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 for the Public Works Department, indicating five items to be properly disposed of, which are described and listed on the Request Form, with reason for disposition stated.

The surplus property listed on the Request for Disposition of Property Form 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 Interim County Administrator.

8. Recommendation Concerning Approval of the Monitoring Services Agreement Between Escambia County Community Corrections and The First Judicial Circuit of Florida - Gordon C. Pike, Corrections Department Director

That the Board take the following action concerning the Monitoring Services Agreement between Escambia County Community Corrections and The First Judicial Circuit of Florida:

A. Approve the Monitoring Services Agreement between The First Judicial Circuit of Florida and the Escambia County Community Corrections to provide enrollment, monitoring, reporting and installation, removal, inventory, and maintenance of equipment while maintaining on-line software; and

B. Authorize the Chairman to execute the Agreement.

[All cases are funded by the State; there is no budgetary impact to the County.]

9. Recommendation Concerning an Appointment to the Council on Aging of West Florida, Inc. - George Touart, Interim County Administrator

That the Board confirm the appointment of Commissioner Lumon J. May to the Council on Aging of West Florida, Inc., to serve a one-year term, effective December 13, 2012, through December 2013, as requested by John B. Clark, President/CEO.

10. Recommendation Concerning a Reappointment to the Tourist Development Council - George Touart, Interim County Administrator

That the Board waive the Board's Policy, Section I, Part B 1. (D), Appointment Policy and Procedures, and reappoint Nan Harper to the Tourist Development Council, for a four-year term, effective retroactively January 6, 2013, through January 5, 2017, as an "Interested in Tourism" appointee.

II. Budget/Finance Consent Agenda

1. Recommendation Concerning Supplemental Budget Amendment #069 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #069, Law Enforcement Trust Fund (121) in the amount of \$123,826, and Local Option Sales Tax III Fund (352) in the amount of \$101,213, to recognize insurance proceeds received for computer equipment damage due to the floods in June 2012, and to appropriate these funds back to the appropriate Cost Centers for Law Enforcement activities in Escambia County.

2. Recommendation Concerning Establishing the Tax Increment for Funding Each of the Neighborhood Redevelopment Agency Trust Funds - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning establishing the Tax Increment Funding (TIF) in the Neighborhood Redevelopment Agency Trust Fund and associated funding:

A. Adopt the Resolution establishing the Tax Increment for funding each of the Neighborhood Redevelopment Agency Trust Funds at 34 percent, reduced from 36 percent, for Fiscal Year 2012/2013, due to a reduction in staffing levels within the Community Redevelopment Agency (CRA). This Resolution allows the Board to establish the funding level within the Tax Increment Fund Districts (TIFD).

B. Adopt the Resolution approving Supplemental Budget Amendment #066, General Fund (001) and CRA TIF Fund (151) a reduction in the amount of \$32,983, to recognize a decrease in the General Fund transfer to the CRA Fund, and to appropriate these funds for an existing administrative position also being transferred from the CRA to the Human Resources Department.

3. Recommendation Concerning Drug, Alcohol, and Nicotine Testing Services - Amy Lovoy, Management and Budget Services Department Director

That the Board approve Amendment #1 to the Drug, Alcohol, and Nicotine Testing Services, PD 11-12.002, to allow for actual pass through on the collection costs and after-hour fees with no additional administrative add-ons.

[Funding: Fund 001, General Fund, Cost Center 150101, Fund 501, Internal Service Fund, Cost Center 140838]

4. Recommendation Concerning the Grant Application for the Section 5311 Program Grant - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the State of Florida Department of Transportation (FDOT) Grant Application for Section 5311 funding (Federal Transit Administration [FTA] non-urbanized area funding) to be used by the Community Transportation Coordinator (CTC) and Escambia County Area Transit (ECAT) in the non-urbanized areas of Escambia County, including operation of the fixed route to Century:

A. Adopt the Resolution authorizing Escambia County to apply for and accept certain Grant awards made by the Florida Department of Transportation and by the Federal Transit Administration Act of 1964; and

B. Authorize the Chairman to sign the Resolution and all supporting documents requiring an authorized signature.

5. Recommendation Concerning Issuing a Task Order for "Professional Services" for Construction, Engineering, Inspection, and Project Management Services for County Road 297-A Widening and Drainage Improvements - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the County Administrator to execute a Task Order to Metric Engineering, Inc., in the amount of \$189,758.96, on Contract PD 02-03.79, "Professional Services" for Construction, Engineering, Inspection, and Project Management Services for County Road 297-A (Sandicrest Drive to Kingsfield Road) Widening and Drainage Improvements.

[Funding Source: Fund 352, "LOST III," Account 210107/56301, Project #08EN0105]

6. Recommendation Concerning Speed Reductions - Multiple Roadways - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning traffic restrictions - speed reductions:

A. Adopt the Resolution for the reduction in speed, from 30 miles per hour to 25 miles per hour, for the following roadway segments:

1. Remington Drive, from Blue Angel Parkway to Flintlock Drive;
2. Darrah Circle, from Remington Drive to end of roadway;
3. Flintlock Drive, from Brownfield Road to Brownfield Road;
4. Loveland Circle, from end of roadway to end of roadway;
5. Hanover Drive, from Loveland Circle to Brownfield Road;
6. Glenway Drive, from Hanover Drive to Brownfield Road;
7. Windchester Drive, from Blue Angel Parkway to end of roadway;
8. Burnhill Circle, from Windchester Drive to end of roadway;
9. Brownfield Road, from Flintlock Drive to end of roadway;
10. Orby Street, from Chemstrand Road to Ronda Street;
11. Lou Street, from Ronda Street to end of roadway;
12. Ronda Street, from Lou Street to Calvin Street;
13. Nowlin Street, from Orby Street to Daniel Street;
14. Daniel Street, from Orby Street to Ronda Street;
15. Rufus Street, from Orby Street to Ronda Street;
16. Calvin Street, from Ray Street to Orby Street; and
17. Ray Street, from Chemstrand Road to Calvin Street; and

B. Authorize the Chairman to sign the Resolution.

[Funds are budgeted in Fund 175, Transportation Trust Fund, Cost Center 211201, Object Code 53401, for Sign Installations]

7. Recommendation Concerning a Local Agency Program Agreement for Construction of Paved Shoulders Along Jacks Branch Road - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning a Local Agency Program Agreement (LAP) with the State of Florida Department of Transportation for funding for construction of paved shoulders along Jacks Branch Road:

A. Approve the State of Florida Department of Transportation, Local Agency Program Agreement, between the State of Florida Department of Transportation (FDOT) and Escambia County, for funding not to exceed \$3,700,000, for construction of paved shoulders along Jacks Branch Road (CR-97), from Muscogee Road (CR-184) to Barrineau Park Road (CR-196);

B. Adopt a Resolution authorizing the execution of the LAP Agreement; and

C. Authorize the Chairman to sign the LAP Agreement, the Resolution, and any subsequent related supplemental Agreements and/or documents for this project.

8. Recommendation Concerning the Myrtle Grove Athletic Park Improvements - Public Parking and Right-of-Way Easement - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Myrtle Grove Athletic Park Improvements Project - Public Parking and Right-of-Way Easement Agreement between Myrtle Grove Community Club, Inc., and the Escambia County Board of County Commissioners:

A. Authorize staff to negotiate and resolve any matters related to, or associated with, the acceptance of a Public Parking and Right-of-Way Easement between Myrtle Grove Community Club, Inc., and the Escambia County Board of County Commissioners for parking and access improvements, and to gather information and conduct inspections, as needed, to allow the Board's acceptance of the real property;

B. Authorize payment of documentary stamps because the easement is being acquired for public use, which is needed for parking and access for the park, and the County benefits from the acquisition of this easement because it will facilitate parking and access for the citizens of Escambia County to the Myrtle Grove Athletic Park;

C. Authorize the payment of incidental expenditures associated with the recording of documents; and

D. Authorize staff to prepare, and the Chairman or Vice Chairman to accept, the Public Parking and Right-of-Way Easement as of the day of the delivery of the Public Parking and Right-of-Way Easement to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

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

The existing parking areas and access aisles throughout the Myrtle Grove Athletic Park are in poor condition. Since approximately 60 percent of the facility is owned by Escambia County and the remainder is owned by the Myrtle Grove Community Club, Inc., an easement is needed to facilitate the proposed improvements on the portion of the facility not owned by Escambia County.

9. Recommendation Concerning Residential Rehab Grant Program, Cancellation of Four Liens - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following January 17, 2013, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Redevelopment Agency, concerning the Residential Rehab Grant Program:

A. Approving the following four Lien Cancellations, since the Grant recipients have met their Grant requirements:

Property Owner's Name	Property Address	Lien Amount
Scott Dickson	413 South 1st Street	\$ 800
Theyuka T. Thomas	3218 North Tarragona Street	\$ 3,140
Debra Russell	2324 West Avery Street	\$ 4,400
Juanita Williams	1125 Medford Drive	\$ 375

B. Authorizing the Chairman to execute the Cancellation of Liens.

10. Recommendation Concerning Commercial Facade Grant Program Funding and Lien Agreements for 700 West Truman Avenue - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following January 17, 2013, 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 700 West Truman Avenue:

A. Approving the Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements between the Escambia County CRA and DM Oakwood Terrace, LLC, owner of commercial property located at 700 West Truman Avenue, Pensacola, Florida, in the Palafox Redevelopment Area, each in the amount of \$5,250, representing an in-kind match through the Palafox Tax Increment Financing (TIF) Fund 151, Cost Center 220517, 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 removing barbed and metal wire fence; and

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

11. Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 3 Bell Court - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following January 17, 2013, 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 3 Bell Court:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Robert H. and Dorothy A. Thompson, the owners of residential property located at 3 Bell Court, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$1,153, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, 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.

12. Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 9 Bell Court - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following January 17, 2013, 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 9 Bell Court:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Haariet F. Laton, the owner of residential property located at 9 Bell Court, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$1,005, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, 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.

13. Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 909 Rue Max - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following January 17, 2013, 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 909 Rue Max.

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Dennis Kamin, the owner of residential property located at 909 Rue Max, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$1,050, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, 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.

14. Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 124 Reed Road - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following January 17, 2013, 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 124 Reed Road:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Carlton E. and June H. McCullough, the owners of residential property located at 124 Reed Road, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$900, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, 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.

15. Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 31 Milton Road - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following January 17, 2013, 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 31 Milton Road:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Isaiah and Avis Morrison, the owners of residential property located at 31 Milton Road, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$1,550, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, 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.

16. Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 100 Milton Road - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following January 17, 2013, 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 100 Milton Road:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Randall S. and Clara A. Speigle, the owners of residential property located at 100 Milton Road, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$845, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, 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.

17. Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 226 Payne Road - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following January 17, 2013, 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 226 Payne Road:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Alan A. Tschirgi, the owner of residential property located at 226 Payne Road, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$932, 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.

18. Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 106 Milton Road - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following January 17, 2013, 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 106 Milton Road:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Randall S. Speigle, the owner of residential property located at 106 Milton Road, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$870, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, 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.

19. Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 102 Milton Road - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following January 17, 2013, 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 102 Milton Road:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Clara A. Speigle, the owner of residential property located at 102 Milton Road, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$857, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, 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.

20. Recommendation Concerning Commercial Sign Grant Program Funding Agreement for 4000 North Palafox Street - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following January 17, 2013, 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 Program Funding Agreement for the property located at 4000 North Palafox Street:

A. Approving the Commercial Sign Grant Program Funding Agreement between Escambia County CRA and Sand Castle Academy, Inc., owner of commercial property located at 4000 North Palafox Street, Pensacola, Florida, in the Palafox Redevelopment Area, each in the amount of \$2,000, representing an in-kind match through the Palafox Increment Financing (TIF), Fund 151, Cost Center 220517, Object Code 58301, and/or Neighborhood Enterprise Foundation, Inc. (NEFI), 2010 Community Development Block Grant (CDBG), Fund 129, Cost Center 220435, Object Code 58301, for replacing an existing free-standing sign; and

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

21. Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 1303 Poppy Avenue - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following January 17, 2013, 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 1303 Poppy Avenue:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Ian C. and Teresa A. Skelley, the owners of residential property located at 1303 Poppy Avenue, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$1,100, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, 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.

22. Recommendation Concerning Cancellation of Six Commercial Grant Liens - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following January 17, 2013, 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:

A. Approving the following six Commercial Facade, Landscape, and Infrastructure Grant Program Lien Cancellations, since the Grant recipients have met their Grant requirements:

Property Owner's Name	Property Address	Lien Amount
AMA Vetcare, Inc.	3835 West Navy Boulevard	\$10,000
Drake Enterprise, LLC	3904 West Navy Boulevard	\$10,000
Michael Mahn	3111 West Fairfield Drive	\$10,000
Caribbean Landscaping of NWFL	3704 West Navy Boulevard	\$10,000
DM Forest Creek, LLC	34 Patton Drive	\$8,422
Terry Hale	2323 North "E" Street	\$10,000

B. Authorizing the Chairman to execute the Cancellation of Liens.

23. Recommendation Concerning the Voluntary Cleanup Tax Credit Application - Keith Wilkins, Community & Environment Department Director

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

A. Approve the Application to the FDEP for the VCTC in the amount of \$89,961.92, for the former Escambia County Mosquito Control Facility located at 603 West Romana Street; and

B. Authorize the Chairman to sign the Application and all related documents.

[Funding Source: In the event of monetary gain, funds will be deposited in Fund 129, CDBG HUD Entitlement, Brownfields]

24. Recommendation Concerning Approval of the Federally Funded Public Assistance Agreement for Hurricane Isaac - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning approval of the State of Florida, Division of Emergency Management, Federally Funded Public Assistance Agreement for Hurricane Isaac (FEMA-4084-DR-FL), which is necessary for Escambia County to receive Federal and State financial assistance:

A. Approve the Federally Funded Public Assistance Agreement for Hurricane Isaac (FEMA-4084-DR-FL); and

B. Authorize the Chairman and the Interim County Administrator to sign the Agreement.

25. Recommendation Concerning a Budget Amendment Converting Two Contract Positions at the Animal Shelter to Full-Time Positions - Amy Lovoy, Management and Budget Services Department Director

That the Board approve Budget Amendment #71 in the amount of \$69,984, in the General Fund (001) to convert two contract Kennel Technicians to full-time positions. A total of \$40,719 will be moved from Contractual Services in the existing Animal Shelter Budget, and an additional \$29,265 will be moved from Reserves for Operating.

26. Recommendation Concerning Furnishing and Installing the Sunshine Hill Bridge Deck - Amy Lovoy, Management and Budget Services Department Director

That the Board award a Contract to F&W Construction Co., Inc., to Furnish and Install the Sunshine Hill Bridge Deck, PD 12-13.012, in the amount of \$73,500.

[Funding: Fund 352, LOST III, Cost Center 210107, and Object Code 56301]

27. Recommendation Concerning the Lease of the County-Owned Building at 292 Muscogee Road, by Community Action Program Committee, Inc. - David W. Wheeler, CFM, Facilities Management Department Director

That the Board take the following action concerning the lease of the County-owned building at 292 Muscogee Road:

A. Adopt the Resolution authorizing the lease of real property to Community Action Program Committee, Inc., for the property located at 292 Muscogee Road, Cantonment, Florida, for the term of three years, commencing on February 1, 2013, with two additional two-year terms. Rent is to be paid to the County in the amount of \$1.00 per year; and

B. Authorize the Chairman to sign the Resolution and the Lease Agreement.

COUNTY ATTORNEY'S REPORT

I. For Action

1. Recommendation Concerning Settlement of a Workers' Compensation Claim Involving Claudette Patton

That the Board of County Commissioners approve a washout Workers' Compensation settlement, in the amount of \$105,000.00, for former equipment operator Claudette Patton, inclusive of attorney's fees and costs. In exchange for the settlement, Ms. Patton shall execute a general release of liability on behalf of Escambia County.

2. Recommendation Concerning Settlement of A Workers' Compensation Claim Involving Lloyd Bryan

That the Board of County Commissioners approve a washout Workers' Compensation settlement to former corrections officer Lloyd Bryan, in the amount of \$215,000.00, inclusive of attorney's fees and costs. In exchange for the settlement amount, Mr. Bryan will execute a general release of liability on behalf of Escambia County.

3. Recommendation Concerning Settlement of a Workers' Compensation Claim Involving William V. Brandenburg

That the Board of County Commissioners approve a washout Workers' Compensation settlement for former employee William Brandenburg, in the amount of \$215,000.00, inclusive of attorney's fees and costs. In exchange for this settlement, Mr. Brandenburg shall execute a general release of liability on behalf of Escambia County.

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



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3773

Proclamations 7.

BCC Regular Meeting

Meeting Date: 01/17/2013

Issue: Adoption of Proclamations

From: George Touart

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Proclamations.

Recommendation: That the Board adopt the following two Proclamations:

A. The Proclamation commending and congratulating the University of West Florida Argonauts Women's Soccer Team on their first National Women's Soccer Championship and Number 1 national ranking for all NCAA Division II schools and wishing continued success to the University of West Florida's Women's Soccer Program in the future; and

B. The Proclamation proclaiming January 18, 2013, as "Reverend Dr. James Young Day" in Escambia County and joining the National Southern Christian Leadership Conference in commending and congratulating Reverend Dr. James Young in recognition of his founding of the Pensacola Chapter of the Southern Christian Leadership Conference.

BACKGROUND:

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

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

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Proclamations - 01-17-2013

PROCLAMATION

WHEREAS, the University of West Florida's women's soccer program began in 1995; and

WHEREAS, the University of West Florida's Women's Soccer Team - the Argonauts have a 21-season record of 307-91-23; and

WHEREAS, the Argonauts were the Gulf South Conference Champions in 1996, 1998, 1999, 2006, 2008, 2009, 2010, and 2012 and have appeared in the Gulf South Conference Tournament 16 times; and

WHEREAS, the Argonauts appeared in just their second-ever NCAA Finals and third-ever NCAA Semifinals; and

WHEREAS, the Argonauts achieved a 24-win season and tied the most wins in school history; and

WHEREAS, the University of West Florida was ranked the Number 1 team in the NCAA Division II on October 9, 2012, and reclaimed the ranking on December 4, 2012; and

WHEREAS, the Argonauts advanced to the NCAA Division II Soccer Championships in Evans, Georgia; and

WHEREAS, the Argonauts were undefeated in the tournament, and on December 1, 2012, the Argonauts defeated UC San Diego with a 1 to 0 win.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, hereby commends and congratulates the University of West Florida Argonauts Women's Soccer Team on their first National Women's Soccer Championship and Number 1 national ranking for all NCAA Division II schools and wishes continued success to the University of West Florida's Women's Soccer Program in the future.

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

Gene M. Valentino, Chairman, District Two

Lumon J. May, Vice Chairman, District Three

Wilson B. Robertson, District One

Grover C. Robinson, IV, District Four

Steven L. Barry, District Five

ATTEST: *Pam Childers*
 Clerk of the Circuit Court

Deputy Clerk

Adopted: January 17, 2013

PROCLAMATION

WHEREAS, *Dr. Martin Luther King, Jr., and the organization which he founded, the Southern Christian Leadership Conference, Inc., are recognized for their humanitarian contributions by a "Laying of the Wreath" Ceremony to be held January 18, 2013, at the Dr. Martin Luther King, Jr., Plaza, in Downtown Pensacola; and*

WHEREAS, *Dr. Martin Luther King, Jr. Day is dedicated as January 21, 2013, to be a holiday in honor of his unselfish leadership and sacrifice for nonviolent direct action in social reform and for the people to serve in underrepresented communities; and*

WHEREAS, *the National Southern Christian Leadership Conference is recognized for its exemplary service and its contributions in the area of human rights and civil rights; and*

WHEREAS, *the Pensacola Chapter of the Southern Christian Leadership Conference, which was organized by Reverend Dr. James Young over 50 years ago, is recognized for its leadership; and*

WHEREAS, *the works of Dr. Martin Luther King, Jr., are recognized nationally and internationally, and Reverend Dr. James Young's leadership is recognized by his work with the National and Pensacola Chapter of the Southern Christian Leadership Conference.*

NOW, THEREFORE, BE IT PROCLAIMED, *that the Board of County Commissioners of Escambia County, hereby proclaims, January 18, 2013, as*

"Reverend Dr. James Young Day"

In Escambia County and joins the National Southern Christian Leadership Conference in commending and congratulating Reverend Dr. James Young in recognition of his founding of the Pensacola Chapter of the Southern Christian Leadership Conference.

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

Gene M. Valentino, Chairman, District Two

Lumon J. May, Vice Chairman, District Three

Wilson B. Robertson, District One

Grover C. Robinson, IV, District Four

Steven L. Barry, District Five

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

Adopted: January 17, 2013



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3715

Public Hearings 9.

BCC Regular Meeting

Meeting Date: 01/17/2013

Issue: 5:31 p.m. Public Hearing - Vacate Road Rights-of-Way in Mariner Village Subdivision

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

5:31 p.m. Public Hearing for consideration of the Petition to Vacate road rights-of-way in Mariner Village Subdivision, as petitioned by U.S. National Housing Limited Partnership.

Recommendation: That the Board take the following action concerning the Petition to Vacate road rights-of-way in Mariner Village Subdivision (approximately 11.5 acres), as petitioned by U.S. National Housing Limited Partnership:

A. Approve the Petition to Vacate a portion of the road rights-of-way in Mariner Village Subdivision (approximately 11.5 acres), as petitioned by U.S. National Housing Limited Partnership;

B. Accept the Hold/Harmless Agreement;

C. Adopt the Resolution to Vacate; and

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

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, which has an agreement with the U.S. Government to provide housing for military and government families, owns all of the lots and common areas within the boundaries of Mariner Village Subdivision. The Final Plat of Mariner Village Subdivision, which included accepting the roads for County maintenance, was accepted by the Board on September 22, 1992. The stormwater drainage system remained privately held. At this time, U. S. National Housing Limited Partnership 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 20 of said subdivision and less and except 500.00 linear feet of Triad Boulevard running northwest from the northwest right of way of Blue Angel Parkway. Staff has made no representations to the Petitioner or Petitioners' 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.

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, which has an agreement with the U.S. Government to provide housing for military and government families, owns all of the lots and common areas within the boundaries of Mariner Village Subdivision. The Final Plat of Mariner Village Subdivision, which included accepting the roads for County maintenance, was accepted by the Board on September 22, 1992. The stormwater drainage system remained privately held. At this time, U. S. National Housing Limited Partnership 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 20 of said subdivision and less and except 500.00 linear feet of Triad Boulevard running northwest from the northwest right of way of Blue Angel Parkway. Staff has made no representations to the Petitioner or Petitioners' 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 right-of-way of Dog Track Road or Blue Angel Parkway; Mariner Village is accessed by the County-maintained portions of Triad Boulevard, which extends off Blue Angel Parkway, and Carrier Drive, which extends off Dog Track Road. The portion of Carrier Drive which extends off Dog Track Road is also the access for the Lake Cook Estates Subdivision (approximately 100 lots); the Lake Cook Estates Subdivision residents also use the Carrier Drive / Triad Boulevard route to access Blue Angel Parkway.

The petitioners have installed electronic gates at the entrances to Mariner Village at Carrier Drive and Triad Boulevard, but at this time the gates have not been activated.

Staff had significant concerns regarding this vacation, including the possibility that vacating these rights-of-way would deny or limit access through Carrier Drive and Triad Boulevard for the residents and emergency vehicles, all of whom currently have unlimited access. Staff communicated these concerns to U. S. National Housing Limited Partnership, and as a result they provided a letter in which they agreed to provide accessibility for Emergency Management and School Board personnel by means of gate codes, transponders, passes and any other modifications and/or changes to the access system deemed necessary. U. S. National Housing Limited Partnership has also installed a turnaround area on Triad Boulevard leading to the entrance, and have notified all the Lake Cook Estates Subdivision residents of the requested vacation by mail.

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 area being vacated, with the understanding the 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 the preparation of documents and recommendation.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

Staff has been in contact with Steve Geci, Geci & Associates Engineers, Inc., as agent for the Petitioner.

Attachments

Petition

Hold Harmless Agreement

Resolution

Notice of Adoption

Plat Book 14 Page 93

Access Letter

Aerial Map

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

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

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 and a portion of Triad Boulevard.

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

1. That the Petitioner(s), U.S. National Housing Limited Partnership presently X own(s) _____ do/does not own an interest in the real property, which adjoins said public road right-of-way, alleyway, or other land. Said public road rights-of-way, alleyway, or other land being more particularly described in Exhibit "B".

2. That the Petitioner(s), U.S. National Housing Limited Partnership desire(s) that the Board of County Commissioners surrender, renounce and disclaim any right of the County and the public in and to that portion of the public road rights-of-way, alleyway, or other land described above and lying and being in Section(s) 29 Township 2 South Range 31 West and recorded in Plat Book 14, at page 93 of the public records of Escambia County, Florida.

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

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

Petitioner acknowledges that:

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

U. S. National Housing Limited Partnership
Corporation of Company Name

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

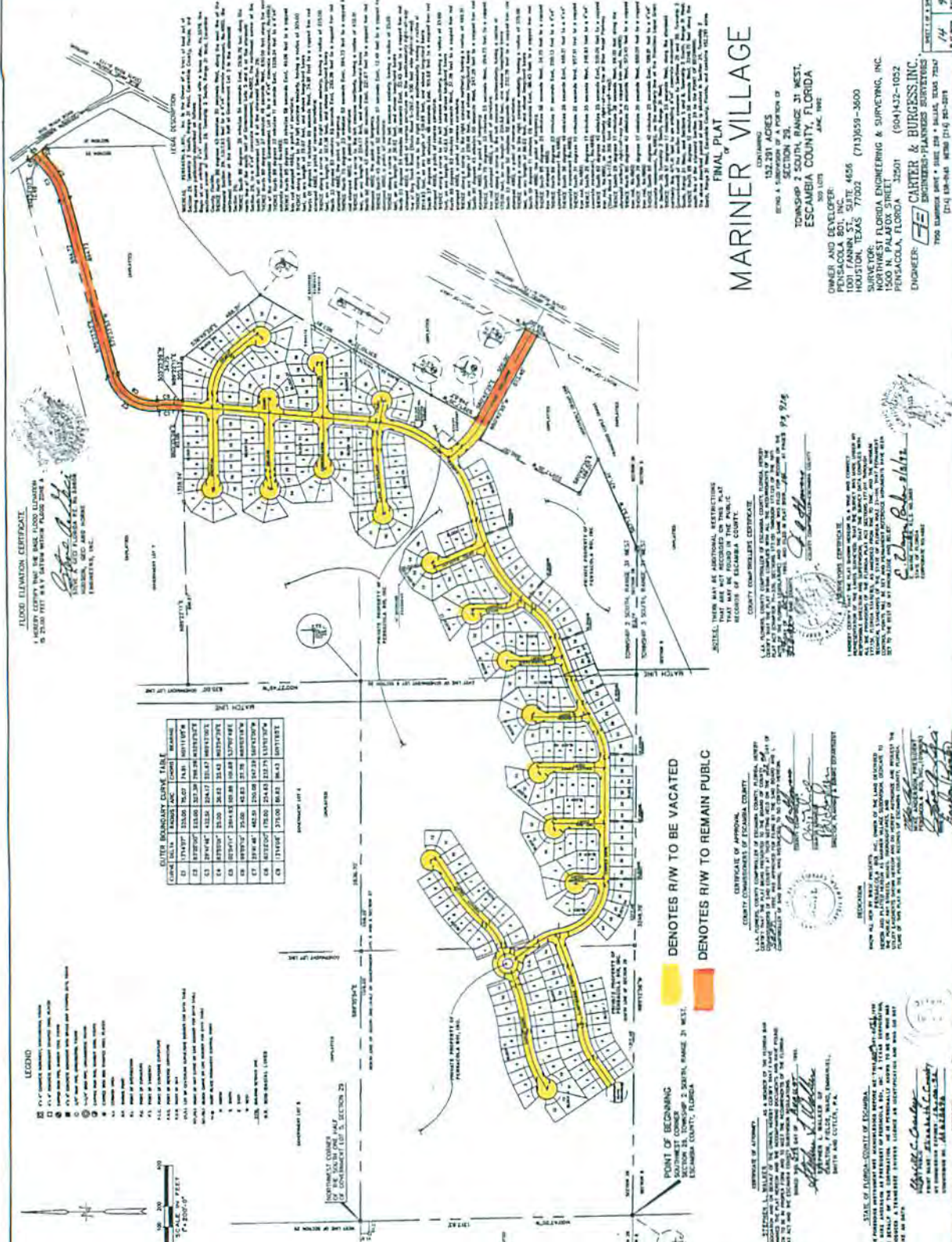

Richard W. Fischer, President

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

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

850-432-2929
Agent's Phone Number

December 3, 2012
Date



FLOOD ELEVATION CERTIFICATE
 1. ALL LOTS WITHIN THIS SUBDIVISION ARE LOCATED WITHIN FLOOD ZONE 4
 2. THE FLOOD ELEVATION IS 25.00 FEET 8.4 V SATURN WITHIN FLOOD ZONE 4
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LOT ELEVATION TABLE

LOT NO.	ELEVATION	LOT NO.	ELEVATION
01	25.00	11	25.00
02	25.00	12	25.00
03	25.00	13	25.00
04	25.00	14	25.00
05	25.00	15	25.00
06	25.00	16	25.00
07	25.00	17	25.00
08	25.00	18	25.00
09	25.00	19	25.00
10	25.00	20	25.00
21	25.00	31	25.00
22	25.00	32	25.00
23	25.00	33	25.00
24	25.00	34	25.00
25	25.00	35	25.00
26	25.00	36	25.00
27	25.00	37	25.00
28	25.00	38	25.00
29	25.00	39	25.00
30	25.00	40	25.00
41	25.00	51	25.00
42	25.00	52	25.00
43	25.00	53	25.00
44	25.00	54	25.00
45	25.00	55	25.00
46	25.00	56	25.00
47	25.00	57	25.00
48	25.00	58	25.00
49	25.00	59	25.00
50	25.00	60	25.00
61	25.00	71	25.00
62	25.00	72	25.00
63	25.00	73	25.00
64	25.00	74	25.00
65	25.00	75	25.00
66	25.00	76	25.00
67	25.00	77	25.00
68	25.00	78	25.00
69	25.00	79	25.00
70	25.00	80	25.00
81	25.00	91	25.00
82	25.00	92	25.00
83	25.00	93	25.00
84	25.00	94	25.00
85	25.00	95	25.00
86	25.00	96	25.00
87	25.00	97	25.00
88	25.00	98	25.00
89	25.00	99	25.00
90	25.00	100	25.00

LEGEND

- 1. LOT BOUNDARIES
- 2. LOT ELEVATIONS
- 3. LOT AREA
- 4. LOT PERCENTAGE
- 5. LOT FRONTAGE
- 6. LOT DEPTH
- 7. LOT WIDTH
- 8. LOT HEIGHT
- 9. LOT VOLUME
- 10. LOT WEIGHT
- 11. LOT LENGTH
- 12. LOT BREADTH
- 13. LOT PERIMETER
- 14. LOT AREA
- 15. LOT PERCENTAGE
- 16. LOT FRONTAGE
- 17. LOT DEPTH
- 18. LOT WIDTH
- 19. LOT HEIGHT
- 20. LOT VOLUME
- 21. LOT WEIGHT
- 22. LOT LENGTH
- 23. LOT BREADTH
- 24. LOT PERIMETER
- 25. LOT AREA
- 26. LOT PERCENTAGE
- 27. LOT FRONTAGE
- 28. LOT DEPTH
- 29. LOT WIDTH
- 30. LOT HEIGHT
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- 32. LOT WEIGHT
- 33. LOT LENGTH
- 34. LOT BREADTH
- 35. LOT PERIMETER
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- 39. LOT DEPTH
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- 89. LOT BREADTH
- 90. LOT PERIMETER
- 91. LOT AREA
- 92. LOT PERCENTAGE
- 93. LOT FRONTAGE
- 94. LOT DEPTH
- 95. LOT WIDTH
- 96. LOT HEIGHT
- 97. LOT VOLUME
- 98. LOT WEIGHT
- 99. LOT LENGTH
- 100. LOT BREADTH

STATE OF FLORIDA - COUNTY OF ESCAMBIA
 I, **DAVID J. BURGER**, County Clerk of Escambia County, Florida, do hereby certify that the foregoing is a true and correct copy of the original as filed in my office on this 14th day of August, 2014.
 My Commission Expires: 08/14/2016
 DAVID J. BURGER
 COUNTY CLERK OF ESCAMBIA COUNTY, FLORIDA

ENGINEER'S CERTIFICATE
 I, **DAVID J. BURGER**, Engineer, do hereby certify that the foregoing is a true and correct copy of the original as filed in my office on this 14th day of August, 2014.
 My Commission Expires: 08/14/2016
 DAVID J. BURGER
 ENGINEER

PLANNING COMMISSION CERTIFICATE
 I, **DAVID J. BURGER**, Planning Commission Member, do hereby certify that the foregoing is a true and correct copy of the original as filed in my office on this 14th day of August, 2014.
 My Commission Expires: 08/14/2016
 DAVID J. BURGER
 PLANNING COMMISSION MEMBER

MARINER VILLAGE
 FINAL PLAT
 152,201 ACRES
 BEING A SUBDIVISION OF A PORTION OF
 TOWNSHIP 2 SOUTH, RANGE 31 WEST,
 ESCAMBIA COUNTY, FLORIDA
 JAC. 1002

OWNER AND DEVELOPER:
 1001 FANNIN ST., SUITE 4656 (713) 659-3600
 HOUSTON, TEXAS 77002
ENGINEER:
 1500 N. PALAFOX STREET
 PENSACOLA, FLORIDA 32501 (904) 432-1032
ENGINEER-PLANNERS SURVEYORS:
 1214 68th AVE. #100
 PENSACOLA, FLORIDA 32504

NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS
 THAT MAY BE FOUND IN THE PUBLIC
 RECORDS OF ESCAMBIA COUNTY.

STATE OF FLORIDA - COUNTY OF ESCAMBIA
 I, **DAVID J. BURGER**, County Clerk of Escambia County, Florida, do hereby certify that the foregoing is a true and correct copy of the original as filed in my office on this 14th day of August, 2014.
 My Commission Expires: 08/14/2016
 DAVID J. BURGER
 COUNTY CLERK OF ESCAMBIA COUNTY, FLORIDA

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. Also, less and except 500.00 linear feet of Triad Boulevard running northwest from the northwest right of way of Blue Angel Parkway. Said right of way of Triad Boulevard being adjacent to property recorded in OR Book 3952 at page 874.

HOLD/HARMLESS AGREEMENT

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

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

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

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

All 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. Also, less and except 500.00 linear feet of Triad Boulevard running northwest from the northwest right of way of Blue Angel Parkway. Said right of way of Triad Boulevard being adjacent to property recorded in OR Book 3952 at page 874.

2. Petitioner(s), hereby covenant(s) and agree(s) that U. S. National Housing Limited Partnership has complied with all requirements of Chapter 336, Florida Statutes and Vacation Policy - Section III(A) of the Board of County Commissioners in bringing this request before the County and in obtaining the

County's agreement set forth above.

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

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

Executed in the presence of:

[Signature]
 Witness
G. D. Renkes
 Print or type name

[Signature]
 Witness
LAURA HAMJE
 Print or type name

U. S. National Housing Limited Partnership
 Corporation or Company Name

[Signature]
 Petitioner(s)
Richard W. Fischer
 Print or type name(s)

Title: President

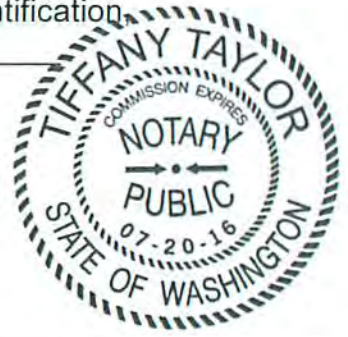
Date: December 3, 2012

STATE OF ~~FLORIDA~~ WASHINGTON
 COUNTY OF ~~ESCAMBIA~~ KING

The foregoing instrument was acknowledged before me this 3RD day of DECEMBER, 2012 by RICHARD W. FISCHER as PRESIDENT of US NATIONAL HOUSING LIMITED PARTNERSHIP. He/She is () personally known to me, () produced current Florida/Other _____ driver's license as identification and/or () produced current _____ as identification.

[Signature]
 Notary Public

TIFFANY TAYLOR
 (Notary Seal must be affixed) Print or type name



Commission Expires: 07/20/2016
 Commission Number: _____

HOLD HARMLESS AGREEMENT
U.S. NATIONAL HOUSING LIMITED PARTNERSHIP
January 17, 2013

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By _____
Gene M. Valentino, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By _____
Deputy Clerk

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

RESOLUTION NUMBER R _____ - _____

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

WHEREAS, U. S. National Housing Limited Partnership has petitioned this Board to vacate, abandon, and close the following public rights-of-way, alleyway, or other lands and to renounce and disclaim the right of Escambia County, Florida and of the public, and;

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

All 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. Also, less and except 500.00 linear feet of Triad Boulevard running northwest from the northwest right of way of Blue Angel Parkway. Said right of way of Triad Boulevard being adjacent to property recorded in OR Book 3952 at page 874.

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

WHEREAS, Petitioner(s), U. S. National Housing Limited Partnership, has caused to be published on _____, A.D., 2012, notice in a newspaper of general circulation in Escambia County, Florida, of the filing of said petition and that a public hearing thereon would be held on January 17, 2013, in the Board meeting room, Escambia County Governmental Complex, Pensacola, Florida; and

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

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

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

All 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. Also, less and except 500.00 linear feet of Triad Boulevard running northwest from the northwest right of way of Blue Angel Parkway. Said right of way of Triad Boulevard being adjacent to property recorded in OR Book 3952 at page 874.

and any rights of the County and the public in and to the above described land is hereby surrendered, renounced and disclaimed. Provided, however, that the adoption and approval of this resolution by the Board of County Commissioners is conditioned on the vacated area remaining subject to a utility easement, with the understanding that the County will not be responsible for the maintenance of the easement.

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

ESCAMBIA COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By _____
Gene M. Valentino, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By _____
Deputy Clerk

Adopted: _____

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

NOTICE IS HEREBY GIVEN that on January 17, A.D., 2013, in accordance with Sections 336.09 and 336.10, Florida Statutes and Vacation Policy - Section III(A) of the Board of County Commissioners Policy Manual, the Board of County Commissioners of Escambia County, Florida, adopted a resolution vacating, abandoning and closing use of that certain public road rights-of-way, alleyway, or other land in Escambia County, Florida, described as follows:

All 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. Also, less and except 500.00 linear feet of Triad Boulevard running northwest from the northwest right of way of Blue Angel Parkway. Said right of way of Triad Boulevard being adjacent to property recorded in OR Book 3952 at page 874.

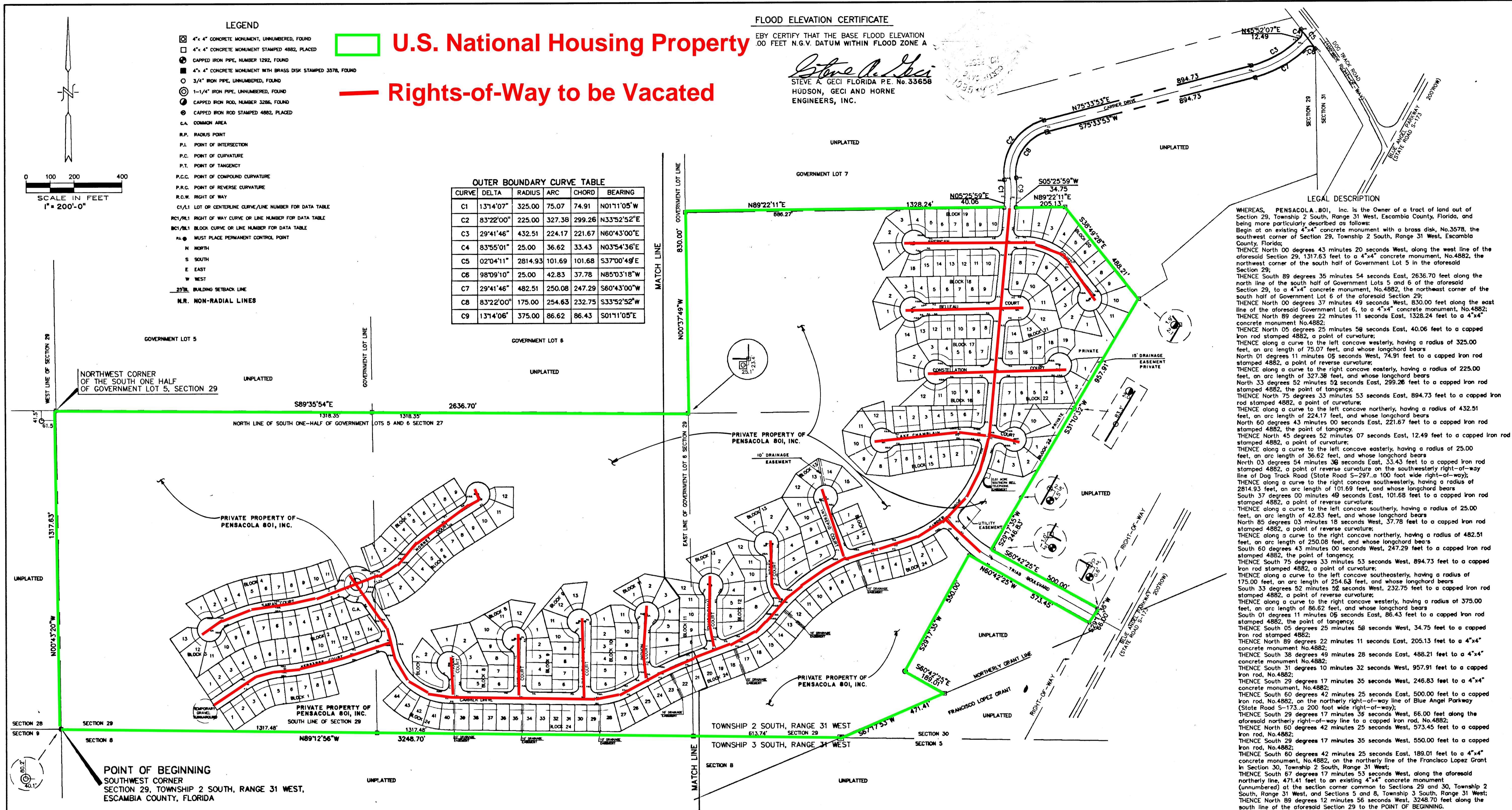
and surrendered, renounced and disclaimed any right of Escambia County, Florida and the public in and to the aforesaid property.

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

Board of County Commissioners
Escambia County, Florida

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 72879228 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
Charles
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
MIKE ANDERSON, PRESIDENT
PENSACOLA 801, INC. (OWNER)
Steve A. Geci
STEVE A. GECI, P.E.
Barbara Painter
WITNESS

NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY.

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 ACT OF THE FLORIDA LEGISLATURE) AND THE SAME WAS FILED FOR RECORD ON THE 14th DAY OF Oct, 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-HR; 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

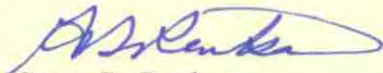
RE: Mariner Village Subdivision
Proposed Right-of-Way Vacation

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.

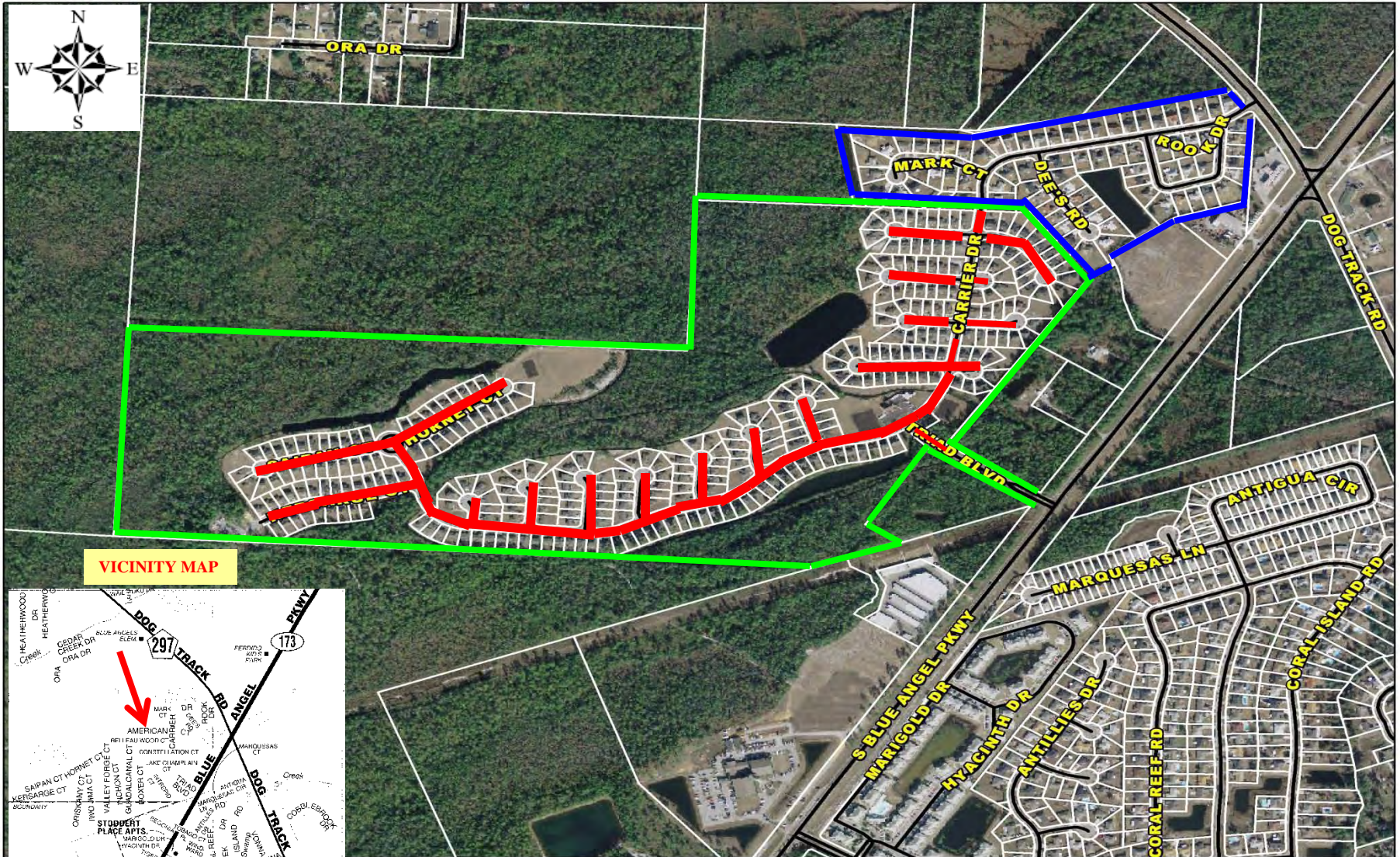
Sincerely,






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-3749

Public Hearings 10.

BCC Regular Meeting

Meeting Date: 01/17/2013

Issue: 5:32 p.m. Public Hearing concerning Supplemental Budget Amendment #060 – Fund Balance Carry-forwards

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

5:32 p.m. Public Hearing for consideration of adopting a Resolution amending the Fiscal Year 2011-2012 Budget.

Recommendation: That the Board adopt the Resolution approving Supplemental Budget Amendment #060, in the amount of \$44,862,750, to recognize certain revenues and adjust fund balance estimates for the following funds: General Fund (001), Escambia County Restricted Fund (101), Economic Development Fund (102), Code Enforcement Fund (103), Mass Transit Fund (104), M&A State Fund (106), Tourist Promotion Fund (108), Other Grants & Projects Fund (110), Misdemeanor Probation Fund (114), Article V Fund (115), Development Review Fees (116), Perdido Key Beach Mouse Fund (117), Law Enforcement Trust (121), Escambia Affordable Housing (124), Handicapped Parking Fund (130), Family Mediation Fund (131), Fire Protection Fund (143), E-911 Operations Fund (145), HUD-CDBG Housing Rehab (146), Community Redevelopment Fund (151), Southwest Sector CRA Fund (152), Bob Sikes Toll Bridge Fund (167), Transportation Trust Fund (175), MSBU Assessment Fund (177), Master Drainage Basin Fund (181), Debt Service Fund (203), FTA Capital Projects Fund (320), New Road Construction Fund (333), Local Option Sales Tax III Fund (352), Solid Waste Fund (401), Building Inspections Fund (406), EMS Fund (408), Civic Center Fund (409), and the Internal Service Fund (501), and to appropriate these funds accordingly.

BACKGROUND:

During the budget process fund balance carry forwards are estimated and placed into the budget. Once the books for the previous Fiscal Year have been closed, the actual fund balance carry forwards are calculated, and the adjustments are made.

New allocations from the fund balance for the General Fund (001) include a \$939,622 reduction to Reserves for Operating as part of an overall loss in the fund. In the Economic Development Fund there is an allocation of \$1,274,569 to Reserves. In the Code Enforcement Fund (103) there is a new allocation of \$5,000 for clean sweep tipping fees and \$75,000 for clean sweeps. In the Tourist Development Fund (108) there is a funding allocation of \$1,587,995 for the Pensacola Chamber, and \$240,000 to Reserves. In the Transportation Trust Fund (175) there are funding allocations of \$708,981 to Reserves. The appropriate backup is also provided for additional funding allocations.

BUDGETARY IMPACT:

This supplemental budget amendment adjusts all listed funds with the appropriate fund balance, fund transfer or revenue adjustment accordingly.

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#060

**Replacement
Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution**

**Resolution Number
R2013-**

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 County wishes to amend the FY 12-13 Annual Budget to recognize actual fund balance carry-forwards and to appropriate these funds for the current fiscal year.

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	1
Escambia County Restricted	101
Economic Development Fund	102
Code Enforcement	103
Mass Transit	104
Mosquito Control	106
Tourist Development	108
Other Grants & Projects	110
Misdemeanor Probation	114
Article V	115
Development Review Fees	116
Perdido Key Beach Mouse	117
Law Enforcement Trust	121
Escambia Affordable Housing	124
Handicapped Parking	130
Family Mediation	131
Fire Protection	143
E-911	145
HUD-CDBG Housing Rehab	146
Community Redevelopment	151
Southwest Sector CRA	152
Bob Sikes Toll Bridge	167
Transportation Trust	175
MSBU Assessment	177
Master Drainage Basin Funds	181
Debt Service Fund	203
FTA Capital Project Funds	320
New Road Construction	333
Local Option Sales Tax III	352
Solid Waste Fund	401
Building Inspections	406
EMS	408
Civic Center	409
Internal Service Fund	501
Fund Name	Fund Number

Revenue Title	Fund Number	Account Code	Amount
Estimated Fund Balance	001	389901	(4,417,537)
Transfers from F-101	001	381101	38,685
Road Prison Reimbursements	101	369043	3,756
Estimated Fund Balance	101	389901	1,167,455
Estimated Fund Balance	102	389901	1,274,569
Transfers from F-001	103	381001	(500,000)
Estimated Fund Balance	103	389901	1,295,168
Estimated Fund Balance	104	389901	(122,189)
Estimated Fund Balance	106	389901	15,545
Estimated Fund Balance	108	389901	1,827,995
BP Oil Spill Grant	108	334515	(153,048)
Estimated Fund Balance	110	389901	1,148,862

Transfers to Fund 175	001/110215	59102	(2,200,000)
Reserves	001/320501	59801	38,685
Reserves	101/110265	59801	5,337
Operating Supplies	101/150105	55201	125,848
Host Ordinance Items	101/210408	54931	1
Transfers to F-001	101/320502	59101	38,685
Reserves	101/320503	59801	10,703
Reserves	101/220310	59801	145,065
Reserves	101/220334	59801	113,665
Reserves	101/220336	59801	61,021
Reserves	101/350236	59801	69,285
Reserves	101/350224	59801	25,519
Reserves	101/290103	59801	558,752
Reserves	101/221016	59801	17,486
Improvements Other Than Buildings	101/220809	56301	130
Operating Supplies	101/290208	55201	(286)
Reserves	102/360704	59801	1,274,569
Utilities	103/290101	54301	80,000
Professional Services	103/290101	53101	20,000
Reserves	103/290101	59801	695,168
Operating Supplies	104/320401	55201	(122,189)
Reserves	106/220703	59801	15,545
Aids to Private Organizations	108/360101	58201	1,259,889
Aids to Private Organizations	108/360105	58201	328,106
Reserves	108/360101	59801	180,000
Reserves	108/360105	59801	60,000
Aids to Private Organizations	108/360103	58201	(153,048)
Reserves	110/110263	59801	531,249
Other Grants & Aids	110/410567	58301	67,245
Improvements Other than Bldgs	110/220807	56301	205,122
Other Contractual Services	110/410559	53401	190,229
Reserves	110/410512	59801	120,348
Other Contractual Services	110/330459	53401	7,887
Repair & Maintenance	110/221002	54601	13,708
Regular Salaries	110/290501	51201	3,169
Operating Supplies	110/330323	55201	9,905
Reserves	114/290301	59801	428,292
Aids to Governmental Agencies	115/410701	58101	(3,827)
Reserves	115/410501	59801	321,982
Reserves	115/410514	59801	441,504
Reserves	115/410502	59801	224,343
Reserves	115/410505	59801	121,079
Reserves	115/410507	59801	891,473
Reserves	115/540112	59801	268,168
Reserves	115/290206	59801	236,801
Reserves	115/410503	59801	100,764
Reserves	115/410407	59801	35,268
Reserves	115/410306	59801	118,272
Salaries	115/410517	51201	35,300
Reserves	115/410506	59801	21,310
Reserves	115/410515	59801	97,048
Reserves	115/410309	59801	70,449
Reserves	115/410412	59801	32,370
Reserves	115/410516	59801	177,009
Reserves	115/410310	59801	162,159
Reserves	115/410413	59801	124,753
Reserves	115/410311	59801	7,717
Reserves	115/410414	59801	15,495
Reserves	115/410312	59801	120,483
Reserves	115/410415	59801	39,508
Reserves	116/211902	59801	118,032
Operating Supplies	117/220335	55201	57,524
Professional Services	121/540103	53101	30,000
Communications	121/540103	54101	5,000
R & M	121/540103	54601	50,000

Promotional	121/540103	54801	20,820
Other Current Charges	121/540103	54901	25,000
Investigations	121/540103	53501	75,000
Operating Supplies	121/540103	55201	135,000
Machinery	121/540103	56401	75,000
Aids to Private Organizations	121/540103	58201	40,000
Reserves	124/220406	59801	19,158
Reserves	130/140602	59801	158,739
Reserves	130/540104	59801	79,369
Reserves	131/410141	59801	12,801
Reserves	143/330206	59801	2,104,719
Reserves	145/330404	59801	1,551,881
Reserves	146/220401	59801	35,611
Reserves	151/220516	59801	639,266
Reserves	151/220515	59801	481,822
Reserves	151/220520	59801	206,227
Reserves	151/220517	59801	665,338
Reserves	151/220519	59801	436,574
Reserves	151/220521	59801	545,135
Reserves	151/220518	59801	339
Improvements Other Than Bldgs.	152/110269	56301	847,645
Reserves	167/140302	59801	768,072
Inmate Commissary/Reserves	175/290205	59801	134,386
Intangible Assets	175/210401	56801	(4,025)
Operating Supplies	175/210401	55201	(348)
Repair & Maintenance	175/210401	54601	(13,650)
Repair & Maintenance	175/210401	54601	(3,503)
Machinery & Equipment	175/210401	56401	(699)
Machinery & Equipment	175/210401	56401	(63,418)
Repair & Maintenance	175/210401	54601	(3,150)
Operating Supplies	175/210401	55201	(678)
Machinery & Equipment	175/210401	56401	(161)
Machinery & Equipment	175/210401	56401	(14,635)
Machinery & Equipment	175/210402	56401	(143,435)
Machinery & Equipment	175/211201	56401	(18,000)
Machinery & Equipment	175/211602	56401	(24,000)
Intangible Assets	175/210401	56801	(64,381)
Reserves	175/290205	59801	(25,650)
Reserves	175/211101	59801	708,981
Reserves	177/140963	59801	(2,149)
Reserves	177/140572	59801	500,194
Improvements Other than Buildings	181/210719	56301	(273)
Improvements Other than Buildings	181/210720	56301	366
Improvements Other than Buildings	181/210721	56301	1,170
Improvements Other than Buildings	181/210722	56301	(126)
Improvements Other than Buildings	181/210723	56301	(1,100)
Improvements Other than Buildings	181/210724	56301	(8,395)
Improvements Other than Buildings	181/210725	56301	20,692
Improvements Other than Buildings	181/210726	56301	1,691
Improvements Other than Buildings	181/210727	56301	1,818
Improvements Other than Buildings	181/210728	56301	139
Improvements Other than Buildings	181/210729	56301	100
Improvements Other than Buildings	181/210730	56301	1,474
Improvements Other than Buildings	181/210731	56301	7,994
Improvements Other than Buildings	181/210732	56301	(92)
Improvements Other than Buildings	181/210733	56301	57
Improvements Other than Buildings	181/210734	56301	(7,205)
Improvements Other than Buildings	181/210735	56301	217
Improvements Other than Buildings	181/210736	56301	1,284
Support Facility Repairs	320/320410	54607	93,635
Computer Equip Software	320/320410	55230	5,000
Bus Stop Signs/Poles	320/320410	55231	29,500
Machinery & Equipment	320/320410	56401	1,239,639
Maintenance Equipment	320/320410	56408	185,837
Computer Equip Software	320/320411	55230	2,567

Mosquito State Fund (106)	<u>FY2011</u>		<u>FY2012</u>	<u>FY2013</u>	
Current Assets	59,328.27		46,515.66	15,607.53	
Current Liabilities	<u>840.39</u>		<u>1,352.66</u>	<u>0.00</u>	
Fund Balance	58,487.88		45,163.00	15,608	
Less: Original Estimate	0.00		0.00	0	
Adjustment	\$58,487.88		45,163.00	15,608	
check:					
revenues	37,920.70		39,396.29	18,505.15	
-exps	<u>29,685.76</u>		<u>52,721.17</u>	<u>48,060.62</u>	
=wc	8,234.94		-13,324.88	-29,555	
+beginning fb	<u>50,253.00</u>		<u>58,488.00</u>	<u>45,163</u>	
	<u>58,487.94</u>		<u>45,163.12</u>	<u>15,608</u>	
	(0.06)		0	0	
				(62.31)	Adjustment to FY11/12 Budget from State.
		Object			
Department	Fund/Cost Center	Code	Account Title	Adjustment	Description
New Allocations					
Comm & Env/Mosquito	106/220703	59801	Reserves	15,545	Reserves
			Total	15,545	

Tourist Development Tax (108)		
Year Ending September 30, 2012		
	360101	360105
	3 Cents	4th Cents
	FY 11/12	FY 11/12
	Actuals	Actuals
Tourist Development Tax	\$5,367,071	\$1,789,024
Interest	19,666	6,447
Miscellaneous Revenues	397	10,094
Total Revenue	5,387,134	1,805,565
African-American Heritage Society	0	22,259
Artel	0	0
Arts Culture and Entertainment (ACE)	0	250,000
Ashton-Brosnahan Soccer Center	0	0
Ballet of Pensacola	0	0
Barbershop Quartet Society	0	0
Beach Renourishment Survey	0	17,676
Choral Society	0	0
Civic Center	1,600,000	0
Civic Center Study Analysis	0	13,010
Collection/Reporting System	0	100,000
County fireworks Display	0	0
Filipino American Association	10,000	0
Florida Neighborhoods Conference	0	6,557
Galvez Documentary	0	25,000
Gulf Coast Indian Association	56,235	0
Historic Preservation Society	0	70,000
Indirect Cost	203,766	67,922
Latino Media Gulf Coast Inc.	5,000	0
SRIA Lifeguard Stands	0	0
Marine Recreation	0	144,081
Naval Aviation Museum	0	200,000
Pensacola Bay Area Chamber of Commerce	1,574,172	600,000
Pensacola Beach Chamber	0	0
Pensacola Alumni Association	0	6,000
Pensacola Historical Society	0	0
Pensacola Yacht Club	0	0
Pensacola Museum of Art	0	15,000
Pensacola Opera	0	0
Pensacola Sports Association	316,484	0
Perdido Bay Tribe	0	0
Perdido Key Area Chamber of Commerce	166,698	0
Sertoma	0	75,000
Skills USA	77,500	0
St Michaels	0	25,000
Zoo	0	0
Truth for Youth	10,000	0
Transfers for Debt Service	0	0
Total Expenses	4,019,855	1,637,505
Excess/(Deficiency)	\$1,367,279	\$168,060
Beginning Fund Balance	850,110	727,219
Ending Fund Balance	2,217,389	895,279
Estimate	400,000	400,000
Adjustment	1,817,389	495,279
(minus rebudgets)	377,500	107,173
SBA	1,439,889	388,106
New Allocations		
Reserves	180,000	60,000
Marine Resources		0
BP Oil Spill Grant - revenue 334515		
Pensacola Chamber	1,259,889	328,106
Pensacola Sports Association		
Springfest		
Fiesta of Five Flags - BP CC		
Perdido Key Chamber - BP CC		
Clerk-TDT Tracking Software		
Civic Center Subsidy		
Civic Center Study		
Artificial Reef Program		
T-Fer to F-203		
Net Available	\$0	(\$0)

FUND 110 FUND BALANCE CALCULATION						
	<u>FY2008</u>	<u>FY2009</u>	<u>FY2010</u>	<u>FY2011</u>	<u>FY2012</u>	<u>FY2013</u>
CURRENT ASSETS	5,853,507.87	3,873,103.00	1,807,592.00	3,474,022.86	3,275,115.24	2,480,485.65
CURRENT LIABILITIES	<u>4,304,740.05</u>	<u>923,763.00</u>	<u>362,316.00</u>	<u>1,931,386.29</u>	<u>2,221,741.62</u>	<u>1,331,622.55</u>
ENDING FB	1,548,767.82	2,949,340.00	1,445,276.00	1,542,636.57	1,053,373.62	1,148,863.10
-ESTIMATED FB (budgeted FB in current yr)	<u>800,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
adjust	748,767.82	2,949,340.00	1,445,276.00	1,542,636.57	1,053,373.62	1,148,863.10
check:						
REV	12,811,943.00	8,548,992.00	4,069,841.00	5,908,253.47	7,504,306.35	9,963,077.72
-EXPS	<u>12,479,247.00</u>	<u>7,152,724.00</u>	<u>5,573,905.00</u>	<u>5,810,892.50</u>	<u>7,993,569.30</u>	<u>9,867,588.24</u>
	332,696.00	1,396,268.00	(1,504,064.00)	97,360.97	(489,262.95)	95,489.48
+BEGINNING FB (ending FB from prvs yr)	1,216,071.00	1,553,072.00	2,949,340.00	1,445,276.00	1,542,636.57	1,053,373.62
ENDING FB	1,548,767.00	2,949,340.00	1,445,276.00	1,542,636.97	1,053,373.62	1,148,863.10
	0.82	0.00	0.00	(0.40)	0.00	0.00
Allocation for FY2013:						
	cost center	oc				
Non-department	110/110263	59801	531,249			
Drug Courts Emergency Funds-Donation	110/410567	58301	67,245			
FL Boating Improvement	110/220807	56301	205,122			
FL Boating Improvement	110/220807	56101	0			
Drug Abuse Trust Fund	110/410559	53401	190,229			
Traffic Infractions Hearing Officer	110/410512	59801	120,348			
Domestic Security	110/330459	53401	7,888			
Glynn Key Private Donation	110/221002	54601	13,708			
Forensic Mental Health	110/290501	51201	3,169			
Federal Elections Activity	110/550125	54801	0			
Hazardous Materials Plan #12CP03012701187	110/330323	55201	9,905	rev code 334244		
			1,148,862	matches Albert's reconciliation		

Community Corrections (114)					
Net Income/Loss by Program					
Misdemeanor Probation (290301)					
Revenues:					
Cost of Supervision (348681)	736,229				
Pre-Sentence Investigation (348683)	75				
Pre-Court Supervision (348689)	165				
MP/CCP Urinalysis (349229)	35,121				
Process Servers (359008)	15,400				
Interest (361001)	4,801				
Interest other than Invest (361002)	0				
Sale of Equipment (364002)	0				
Misc. Revenue (369001)	19,642				
Prior Year Refund (369004)	0				
Insurance Proceeds (369008)	382,830				
Transfer from 001	0				
Reimbursements (369401)	0				
Recovery of Bad Debt	0				
Total Revenues	1,194,262				
Expenses:					
Personnel	808,127				
Operating	108,281				
Capital	8,266				
Total Expenses	924,673				
Net Income/Loss	269,589				
Community Confinement (290303)					
Revenues:					
Electric Monitoring (348684)	211,752				
Breath Testing (348687)	17,883				
Community Confinement (349002)	8,965				
Total Revenues	238,600				
Expenses:					
Personnel	119,221				
Operating	125,825				
Capital	0				
Total Expenses	245,046				
Net Income/Loss	(6,446)				
Pre-Trial Diversion (290306)					
Revenues:					
Pre-Trial Diversion (348680)	309,966				
Expenses:					
Personnel	222,434				
Operating	8,186				
Capital	0				
Total Expenses	230,619				
Net Income/Loss	79,347				
Check Restitution (290302)					
Revenues:					
Check Restitution (348685)	167,433				
Check Restitution Program (337201)	0				
Total Revenues	167,433				
Expenses:					
Personnel	116,984				
Operating	8,578				
Capital	0				
Total Expenses	125,562				
Net Income/Loss	41,871				
Community Service Work (290304)					
Revenues:					
Community Service Work (348686)	185,243				

Community Corrections (114)							
Net Income/Loss by Program							
Expenses:							
Personnel		42,258					
Operating		0					
Capital		0					
Total Expenses		42,258					
Net Income/Loss				142,984			
Work Release (290305)							
Revenues:							
Work Release Waiting List (348688)		525					
Residential Probation (349003)		719,781					
Locker Rental (369925)		10,285					
Total Revenues		730,590					
Expenses:							
Personnel		399,835					
Operating		272,581					
Capital		40,363					
Transfers for Debt Service		0					
Total Expenses		712,778					
Net Income				17,812			
Total Revenues From Programs		\$2,826,094					
Total Expenses From Programs		2,280,937					
Net Income from all Programs		545,157					
Beginning Fund Balance		\$305,081					
Ending Fund Balance		\$850,238					
Estimated Funding Balance (FRCAS013)		61,946					
Rebudgets		360,000	New for this year				
Adjustment Needed		428,292					
Total Allocations				\$428,291.51			
Allocations for 2013							
Account Title	Fund/Cost Center	Account	Adjustment				
Machinery & Equipment	114/290305	56401	0				
Reserves	114/290301	59801	428,292	Reserves			
			428,292				

Fund 116 was new in FY 2009				
	<u>FY2010</u>	<u>FY2011</u>	<u>FY2012</u>	<u>FY2013</u>
CURRENT ASSETS	\$92,861	61,601	\$119,513	\$129,445
CURRENT LIABILITIES	<u>15,878</u>	<u>13,923</u>	<u>8,546</u>	<u>8,213</u>
ENDING FB for prvs yr, Begn FB current yr	76,983.00	47,678	110,967	121,232
-ESTIMATED FB (budgeted FB in current yr)	<u>0.00</u>	<u>0</u>	<u>0</u>	<u>3,200.00</u>
adjustment	76,983.00	47,678	110,967	118,032
check:				
REV	\$389,288	269,172	\$298,807	\$252,594
-EXPS	<u>312,305</u>	<u>298,477</u>	<u>235,518</u>	<u>242,329</u>
	76,983.00	-29,305	63,289	10,265
+BEGINNING FB	0.00	76,983	47,678	110,967
ENDING FB	76,983.00	47,678	110,967	121,232
	0.00	0	0	0
Allocation 2013:				
211902	59801	reserves	118,032	

Perdido Key Mouse In-Lieu Fee (Fund 117):					
	Current Assets	137,524.24			
	Current Liabilities	<u>0.00</u>			
	Fund Balance	137,524.24			
	Less: Original Estimate	80,000.00			
	Adjustment	<u>\$57,524.24</u>			
	check:				
	revenues	7,328.63			
	-exps	<u>0.00</u>			
	=wc	7,328.63			
	+beginning fb	130,195.61			
		<u>137,524.24</u>			
		0.00			
Department	Cost Center	Object Code	Title	Adjustment	Description
New Allocations					
NESD	220335	55201	Operating Supplies	57,524	Reserves
			Total New Allocations	57,524	

Law Enforcement Trust (121)					
	Current Assets	\$759,807.06			
	Current Liabilities	303,986.92			
	Fund Balance	455,820.14			
	Less: Original Estimate	0.00			
	Adjustment	<u>\$455,820.14</u>			
			Object		
	Department	Cost Center	Code	Title	Adjustment
	Description				
	New Allocations				
	Law Enf Trust Fund	540103	53101	Professional Services	30,000
	Law Enf Trust Fund	540103	54101	Communications	5,000
	Law Enf Trust Fund	540103	54601	R & M	50,000
	Law Enf Trust Fund	540103	54801	Promotional	20,820
	Law Enf Trust Fund	540103	54901	Other Current Charges	25,000
	Law Enf Trust Fund	540103	53501	Investigations	75,000
	Law Enf Trust Fund	540103	55201	Operating Supplies	135,000
	Law Enf Trust Fund	540103	56401	Machinery	75,000
	Law Enf Trust Fund	540103	58201	Aids to Private Organizator	40,000
				Total New Allocations	455,820

Handicapped Parking (130)					
	Current Assets	\$238,108			
	Current Liabilities	0			
	Fund Balance	238,108			
	Less: Original Estimate	0			
	Adjustment	\$238,108			
Allocations:					
	1/3 to Handicapped Enforcement Reserves	79,369			
	2/3 for ADA programs Reserves	158,739			
	Total:	238,108			

Family Mediation Fund (131)	
Current Assets	\$112,801.27
Current Liabilities	0.00
Fund Balance	112,801.27
Less: Original Estimate	100,000.00
Adjustment	12,801

Fire Protection Fund (143)				
Current Assets	\$2,850,774			
Current Liabilities	290,223			
	<u>2,560,551</u>			
Revenues	\$11,602,507			
Expenses	10,408,500			
Excess/(Deficiency)	<u>1,194,007</u>			
Fund Balance	1,366,544			
Reserves for Encumbrances	0			
Encumbrances	0			
	<u>2,560,551</u>			
	2,560,551			
12/13 Rebudgets	0			
FRCAST013	455,832			
Adjustment	<u>2,104,719</u>			
Allocations for 2013				
Account Title	Fund/Cost Center	Account	Adjustment	
Reserves	143/330206	59801	<u>2,104,719</u>	

E-911 Operations Fund (145)		REVISED						
	FY 2008	FY 2008	FY2009	FY2010	FY2011	FY2012	FY2013	
Current Assets	\$1,044,022	\$1,044,022	2,345,269.00	1,104,763.00	1,488,686	1,736,801.88	1,614,120.59	
Current Liabilities	38,518	38,518	1,733,939.00	69,333.00	41,629	258,670.70	52,015.44	
Fund Balance	1,005,504	1,005,504	611,330.00	1,035,430.00	1,447,058	1,478,131	1,562,105	
Less: Original Estimate	834,252	0	228,036.00	68,018.00	262,000	17,500	10,223.93	
Adjustment	\$171,252	\$1,005,504	\$383,294	\$967,412	1,185,058	1,460,631	1,551,881	
Revenues	\$1,568,250	\$1,568,250	2,824,631.00	2,492,826.00	1,712,048	1,472,151.88	1,725,592.57	
Expenses	1,173,104	1,173,104	3,218,806.00	2,068,725.00	1,300,421	1,441,078.46	1,641,618.60	
Excess/(Deficiency)	395,146	395,146	(394,175)	424,101	411,627	31,073	83,974	
Beginning Fund Balance	610,358	610,358	1,005,504.00	611,329.00	1,035,430	1,447,057	1,478,131	
Ending Fund Balance	1,005,504	1,005,504	611,329	1,035,430	1,447,057	1,478,131	1,562,105	
				0.00	1	1	1	
REBUDGETS OK								
FY2013								
E911 Communication	330404	59801	Reserves	1,551,881				
			Total:	1,551,881				

Southwest Sector CRA (152)				
Current Assets	\$2,231,020			
Current Liabilities	22,891			
Fund Balance	2,208,129			
Less: Original Estimate	0			
Adjustment	<u>\$2,208,129</u>			
Revenues	\$348,297			
Expenses	352,737			
Excess/(Deficiency)	<u>(4,440)</u>			
Beginning Fund Balance	2,212,569			
Ending Fund Balance	2,208,129			
Minus Rebudgets	<u>2,954,842.16</u>			
SBA Adj.	<u>(746,713.15)</u>			
	Grant Balance:			
Blue Angel 334419	256,764			
Sorrento 334440	1,173,537			
Perdido Key 334447	164,057			
Total:	<u>1,594,358</u>			
Re-Budgets:				
Improvements other than Buildings	56301	152/110269	164,057.14	Southwest Sector CRA
Improvements other than Buildings	56301	152/110269	1,162,036.73	Southwest Sector CRA
Improvements other than Buildings	56301	152/210507	164,057.10	Sorrento Trip
Improvements other than Buildings	56301	152/210507	1,185,036.59	Sorrento Trip
Improvements other than Buildings	56301	152/210508	279,654.60	Blue Angel Trip
Total:			2,954,842.16	

FUND 177 FUND BALANCE CALCULATION						
	<u>FY08</u>	<u>FY09</u>	<u>FY2010</u>	<u>FY2011</u>	<u>FY2012</u>	<u>FY2013</u>
CURRENT ASSETS	216,465.00	256,626.00	282,707.84	492,894.32	723,799.08	859,607.38
CURRENT LIABILITIES	<u>39,294.00</u>	<u>63,867.00</u>	<u>27,708.59</u>	<u>372,508.96</u>	<u>338,766.34</u>	<u>310,651.68</u>
FB	177,171.00	192,759.00	254,999.25	120,385.36	385,032.74	548,955.70
-ESTIMATED FB (budgeted FB in current yr)	<u>107,406.00</u>	<u>10,000.00</u>	<u>17,449.48</u>	<u>10,000.00</u>	<u>10,002.00</u>	<u>48,762.00</u>
adjust	69,765.00	182,759.00	237,549.77	110,385.36	375,030.74	500,193.70
check:						
REV	518,036.00	548,775.00	603,720.55	761,691.87	841,962.38	802,164.87
-EXPS	<u>599,708.00</u>	<u>533,187.00</u>	<u>541,480.30</u>	<u>896,305.76</u>	<u>577,315.00</u>	<u>638,241.91</u>
	(81,672.00)	15,588.00	62,240.25	(134,613.89)	264,647.38	163,922.96
+BEGINNING FB (ending FB from prvs yr)	258,841.00	177,171.00	192,759.00	254,999.25	120,385.36	385,032.74
ENDING FB	177,169.00	192,759.00	254,999.25	120,385.36	385,032.74	548,955.70
	2.00	0.00	0.00	0.00	(0.00)	0.00
MSBU	Reserves	177/140572	59801		500,193.70	
			Total New Allocations		500,194	
<u>FY2013 Allocation:</u>		<u>Cost Center</u>	<u>Code</u>	<u>Title</u>	<u>Adjustment</u>	
	Innerarity Debt Svc	140963	59801	Reserves	(2,149)	take from 363299
	MSBU Reserves	140572	59801	Reserves	500,194	

FTA Capital Project Funds (320)						
					New	
			2010		2011	
	2009 FTA	2008 FTA	Transit Imp	2010 FTA	2011 FTA	
Cost Center	320410	320411	320413	320415	320416	New
Revenue	331454	331450	331451	331455	331459	New
EOY Bal 12	1,627,490	42,470	5,173	780,991	444,197	
Budget13	73,879	-	-	95,671	-	
SBA	1,553,611	42,470	5,173	685,320	444,197	2,730,771 SBA
Allocations for 2013						
Account Title	Fund/Cost Center	Account	Adjustment	Grant	Description	
Support Facility Repairs	320/320410	54607	93,635	2009 FTA	Allocation of unspent funds	
Computer Equip Software	320/320410	55230	5,000	2009 FTA	Allocation of unspent funds	
Bus Stop Signs/Poles	320/320410	55231	29,500	2009 FTA	Allocation of unspent funds	
Machinery & Equipment	320/320410	56401	1,239,639	2009 FTA	Allocation of unspent funds	
Maintenance Equipment	320/320410	56408	185,837	2009 FTA	Allocation of unspent funds	
Computer Equip Software	320/320411	55230	2,567	2008 FTA	Allocation of unspent funds	
Buildings	320/320411	56201	13,060	2008 FTA	Allocation of unspent funds	
Improvements Other than Bldgs	320/320411	56301	26,843	2008 FTA	Allocation of unspent funds	
Operating Supplies	320/320413	55201	1,040	Transit Imp	Allocation of unspent funds	
Computer Equip Software	320/320413	55230	310	Transit Imp	Allocation of unspent funds	
Improvements Other than Bldgs	320/320413	56301	3,823	Transit Imp	Allocation of unspent funds	
Support Facility Repairs	320/320415	54607	434,178	2010 FTA	Allocation of unspent funds	
Operating Supplies	320/320415	55201	172,500	2010 FTA	Allocation of unspent funds	
Computer Equip Software	320/320415	55230	7,000	2010 FTA	Allocation of unspent funds	
Bus Stop Signs/Poles	320/320415	55231	12,000	2010 FTA	Allocation of unspent funds	
Buildings	320/320415	56201	32,142	2010 FTA	Allocation of unspent funds	
Maintenance Equipment	320/320415	56408	27,500	2010 FTA	Allocation of unspent funds	
Machinery & Equipment	320/320416	56401	275,200	2011 FTA	Allocation of unspent funds	
Computer Equip Software	320/320416	55230	35,600	2011 FTA	Allocation of unspent funds	
Support Facility Repairs	320/320416	54607	133,397	2011 FTA	Allocation of unspent funds	
Adjustment Total			2,730,771			

Solid Waste Fund (401)							
		<u>FY2010</u>	<u>FY2011</u>	<u>FY2012</u>	<u>FY2013</u>		
CURRENT ASSETS							
cash		2,625.00	2,625.00	2,625.00	2,625.00		
equity in pooled cash		12,104,608.41	16,764,075.71	15,851,827.54	16,144,148.99		
acct recv		695,413.65	1,091,297.74	1,424,751.93	1,728,798.66		
		12,802,647.06	17,857,998.45	17,279,204.47	17,875,572.65		
CURRENT LIABILITIES							
vouchers payable		1,484,349.24	1,352,923.70	513,001.58	2,244,132.89		
contracts payable		3,306.47	165,870.60	297,436.93	238,812.65		
D TOG		944.52	14,355.76	0.00	0.00		
wages payable		149,749.49	156,151.70	71,530.75	71,653.31		
customer deposits		100,569.66	105,504.56	111,014.82	149,652.17		
deferred rev		2,022.41	2,022.41	2,022.41	2,022.41		
capital leases			258,812.74	0.00	0.00		
landfill closure		105,398.00	356,609.64	396,422.63	462,765.32		
		1,846,339.79	2,412,251.11	1,391,429.12	3,169,038.75		
ENDING FB		10,956,307.27	15,445,747.34	15,887,775.35	14,706,533.90		
Less: original FB est and rebudgets		4,607,678.00	7,114,310.32	13,630,757.00	5,813,382.75		
Adjustment before landfill closure		6,348,629.27	8,331,437.02	2,257,018.35	8,893,151.15		
minus landfill closure		6,841,990.17	5,289,148.04	5,568,246.35	5,901,856.85		
Final Adjustment		(493,361)	3,042,288.98	(3,311,228.00)	2,991,294.30		
check:							
REVs		10,161,826.88	19,123,216.14	14,762,507.93	11,545,348.33		
-EXPs		11,210,619	12,129,358	12,005,724.93	10,069,626		
		(1,048,791.67)	6,993,858.44	2,756,783.00	1,475,722.18		
Fixed Assets - depreciation		34,656,072.43	36,585,139.94	38,307,664.64	39,736,977.39		
Long Term Liab		15,803,611.72	13,044,261.24	13,366,710.71	13,077,952.40		
advance from F501		5,470,000.00	4,688,571.43	3,907,142.86	3,125,714.29		
Res for Enc-Contracts		4,932,677.89	4,256,901.12		0.00		
Total Contributed Capital		0.00	0.00		0.00		
Fund Balance		20,454,881.76	23,047,294.86	34,164,803.42	36,764,122.42		
Working Capital		10,956,307.27	15,445,747.15	15,887,775.35	14,706,533.90		
check		0.00	0.19	(0.00)	0.00		
FY2013:							
Department	Fund	Cost Center	Title	PO	Account		
Solid Waste	401	230310	Reserves		59801	2,991,294	Reserves

Building Inspections Fund (406)			
Current Assets	FY2013	FY2012	
Cash on Hand	700.00	700.00	
Equity in Pooled Cash	2,592,418.36	2,951,402.38	
Accounts Rec	-	-	
Allow A/R	0.00	0.00	
Total Current Assets	2,593,118.36	2,952,102.38	
Current Liabilities			
Vouchers Pay	4,835.22	9,548.70	
DTOG	-	-	
Wages Pay	69,177.67	69,449.69	
Current Deposits	271,729.72	269,141.04	
Total Current Liabilities	345,742.61	348,139.43	
Working Capital (CA-CL)	2,247,375.75	2,603,962.95	x
Estimate (FRCAST013)	476,196.00	836,814.00	
Adjustment Needed	1,771,179.75	1,767,148.95	
Check			
Revenues	2,007,387.51	1,967,009.99	
Expenses	2,284,674.96	2,579,349.83	
Net Income	(277,287.45)	(612,339.84)	
Fixed Assets	13,774.59	18,266.78	
Long Term Liab	519,807.20	603,599.14	
Contributed Capital	0.00	0.00	
Fund Balance	2,018,630.59	2,630,970.43	
Working Capital	2,247,375.75	2,603,962.95	x
Allocations for 2013			
Account Title	Fund/Cost Center	Account	Amount
Reserves	406/250111	59801	1,771,180

EMS Fund (408)	FY2008	FY2009	FY2010	FY2011	FY2012	FY2013
Current Assets						
Cash on Hand	300.00	300.00	300.00	300	300.00	300.00
Equity in Pooled Cash	637,712.99	497,240.00	2,610,687.40	6,315,970	9,842,799.77	10,948,919.89
Accounts Rec	2,966,172.29	2,930,352.00	9,386,682.20	5,278,718	4,225,455.69	4,909,328.33
DFOG	0.00	0.00	(6,356,893.24)	0.00		
Inventory	<u>142,057.30</u>	<u>166,563.00</u>	<u>172,855.60</u>	<u>158,386</u>	<u>201,281.98</u>	<u>179,355.96</u>
Total Current Assets	3,746,242.58	3,594,455.00	5,813,632	11,753,374	14,269,837	16,037,904
Current Liabilities						
Vouchers Payable	64,151.14	48,040.00	29,195.96	45,480	52,471.70	38,993.20
DTOG	6,088.91	2,951.00	5,730.37	396	172.03	1,995.18
Compensated Absences	16,870.31	0.00	0.00	24,439	582.22	0.00
Wages Pay	<u>242,304.17</u>	<u>396,298.00</u>	<u>435,962.36</u>	502,973	206,041.76	233,223.39
capital leases				25,053	0.00	0.00
Total Current Liabilities	329,414.53	447,289.00	470,889	598,341	259,268	274,212
Working Capital	3,416,828.05	3,147,166.00	5,342,743.27	11,155,033	14,010,570	15,763,692
Estimate	<u>506,100.00</u>	<u>1,733,544.00</u>	<u>0.00</u>	<u>135,294</u>	<u>17,500</u>	<u>222,950.18</u>
Adjustment Needed	2,910,728.05	1,413,622.00	5,342,743	11,019,739	13,993,070	15,540,742
Check:						
Revenues	14,089,043.10	15,425,234.00	16,564,832.02	20,260,521	16,166,358.03	10,967,292.41
Expenses	<u>14,929,554.12</u>	<u>14,890,336.00</u>	<u>14,039,517.31</u>	<u>14,067,512</u>	<u>12,965,024.47</u>	<u>9,235,918.65</u>
Net Income	(840,511.02)	534,898.00	2,525,315	6,193,008	3,201,334	1,731,374
Fixed Assets	5,533,352.65	6,376,325.00	7,106,142.92	7,587,353	7,368,799.77	7,198,812.75
Accum Dep'n	3,850,422.69	3,875,822.00	4,439,754.56	4,985,425	4,800,788.11	5,127,026.12
Long Term Liabilities	664,278.15	677,291.00	659,127.73	507,318	483,766.77	430,097.66
Contributed Capital	5,650,778.16	5,650,777.00	0.00	0	0.00	0.00
Fund Balance	(374,787.28)	(1,215,298.00)	4,824,689.19	7,056,635	12,893,481.06	15,674,007.62
	3,416,828.05	3,147,165.00	5,342,743	11,155,033	14,010,570	15,763,692
	0.00	1.00	0.00	0	0	0
FY2013			<u>calculated adjustment</u>	<u>-minus 2/3 uncollectible A/R</u>	<u>adjustment to recognize</u>	
Reserves	408/330302	59801	15,540,742	3,240,157	12,300,586	Reserves

Civic Center Fund (409)			
Current Assets	<u>FY2013</u>	<u>FY2012</u>	<u>FY2011</u>
Cash In Bank	-	-	339,538.20
Cash on Hand	-	-	27,214.32
Equity in Pooled Cash	1,252,951.75	1,149,955.44	579,800.66
Accounts Rec	65,761.66	171,494.06	100,843.63
Prepaid Items	58,530.43	80,772.99	87,962.39
Inventory	53,469.75	46,923.76	68,125.98
Total Current Assets	1,430,713.59	1,449,146.25	1,203,485.18
Current Liabilities			
Vouchers Pay	634,356.47	631,475.47	938,141.91
Accrued Sales Tax	32,179.79	4,850.04	21,709.17
Deferred Revenue	305,115.88	225,802.65	154,554.81
Advance from General Fund	-	-	-
Total Current Liabilities	971,652.14	862,128.16	1,114,405.89
Working Capital	459,061.45	587,018.09	89,079.29
Estimate	-	-	-
Adjustment Needed	459,061.45	587,018.09	89,079.29
Check:			
Revenues	6,572,218.71	6,330,343.91	6,591,134.35
Expenses	7,057,373.96	6,546,504.40	7,506,851.31
Net Income	(485,155.25)	(216,160.49)	(915,716.96)
Fixed Assets	8,876,832.41	9,263,711.02	9,879,329.14
Long Term Liabilities	207,760.00	237,440.00	267,120.00
Reserve for Enc	-	-	-
Contributed Capital	-	-	-
Fund Balance	9,613,289.11	9,829,449.60	10,617,005.39
	459,061.45	587,018.09	89,079.29
Subtract Re-Budgets	344,567.68		
Final Adj to FB:	114,493.77		
Allocation for 2013			
Account Title	Fund/Cost Center	Account	Amount
Reserves	409/360401	59801	114,494



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3746

Public Hearings 11.

BCC Regular Meeting

Meeting Date: 01/17/2013

Issue: 5:34 p.m. Public Hearing - Permit Renewal - South Palafox Properties, LLC, d/b/a Rolling Hills C&D Recycling Center

From: Pat Johnson, Department Director

Organization: Solid Waste

CAO Approval:

RECOMMENDATION:

5:34 p.m. Public Hearing for consideration of the renewal of a Permit to Construct and/or Operate a Construction and Demolition Debris Facility for Palafox Properties, LLC d/b/a Rolling Hills C&D Recycling Center.

Recommendation: That the Board authorize the renewal of a Permit to Construct and/or Operate a Construction and Demolition Debris Facility for Palafox Properties, LLC d/b/a Rolling Hills C&D Recycling Center, located at 6990 Rolling Hills Road, Pensacola, FL.

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

BACKGROUND:

An application to renew a Permit to Construct and/or Operate a Construction and Demolition Debris Facility was submitted to the Solid Waste Management Department by Palafox Properties, LLC d/b/a Rolling Hills C&D Recycling Center.

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

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

Attachments

Rolling Hills Permit for Signature

Rolling Hills Application



Solid Waste Management Department

13009 Beulah Road
Cantonment, FL 32533
Phone: 850.937.2160

Patrick T. Johnson, Department Director

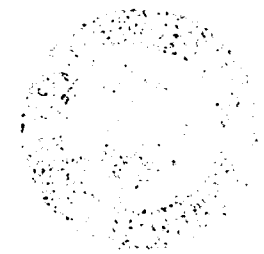
Permit to Construct and/or Operate a Construction and Demolition Debris Facility

Permittee:	South Palafox Properties, LLC.
Facility Name:	Rolling Hills C&D Debris Facility
Facility Type:	Regional Infill Facility as Reclamation Activity for Borrow Pits Existing Prior to September 16, 2004
File Number:	2007-8-001CDD
Original Date of Issue:	August 16, 2007
Renewal Date:	January 17, 2013
Expiration Date:	January 16, 2014
Development Review #:	06061454
Date:	07/29/2007
Total Acreage of Facility:	145 Acres
Total Area Licensed for Disposal:	17 Acres

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

IN RE: [Illegible]

[Illegible text]



[Illegible text]

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COUNTY ATTORNEYS OFFICE
14 DEC 2012
AM 10:09

[Illegible text at the bottom of the page]

To construct and operate a Regional Construction and Demolition Debris disposal facility located on Rolling Hills Road, approximately 200 feet south of Kemp Road in Escambia County Florida. Total area of the facility is 145 acres, including 22 acres of closed disposal area and an active licensed disposal area of 17 acres available for use as a reclamation activity for a borrow pit existing prior to September 16, 2004. This facility shall be operated in accordance with the permit application dated April 13, 2007 and the general and specific conditions required by this permit.

General Permit Conditions – All Facilities

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

Department with the following information:

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

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

Phone 850-937-2160
E-mail ptjohnson@myescambia.com

Copy to:
Brent Schneider
Engineering and Environmental Quality Manager
13009 Beulah Road
Cantonment, FL 32533

Phone 850-937-2179
E-mail bdschneider@myescambia.com

Specific Permit Conditions – Regional Infill Facilities as Reclamation Activity for Borrow Pits Existing Prior to September 16, 2004

- 1. Facility Setback.**
Footprint setback shall be a minimum of 500 feet from the property boundary and shall be maintained throughout the operational life of the facility. Setback shall be applicable to all permitted disposal areas including temporary storage and / or drop-off points, equipment storage or maintenance areas and entrance and exit points. Permittee may request a reduction in the facility setback through the Board of Adjustment (BOA).
- 2. Aerial and Vertical Height.**
Aerial and vertical operational height shall be governed by the ability to view from adjacent properties. At no time shall the working or operational height exceed the permitted height or be visible from beyond the property line including materials stored for future disposal or recycling. Section 82-226(1)c.
- 3. Fencing and Access Control.**
Fencing is required on all property boundaries. Any boundary that abuts developed property or a public road shall be fenced with a minimum of six (6) feet of wood or other Department approved material that prevents visible observation of the permitted disposal area. Vegetative buffering in sufficient quantity may be deemed a substitute for solid fencing. Entrance and exit points shall be equipped with gates and locks to prevent unauthorized access during periods when the facility is closed. Natural barriers may be used for access control in lieu of fencing where deemed appropriate by the Department.
- 4. Cover Material and Application**
Cover shall be used at least bi-weekly on working faces in sufficient quantity and type to deprive debris of oxygen, to minimize the risk of fire and prevent emission of objectionable odors. Section 82.227. (1)(c).
- 5. Operational Hours**
Operations are limited to Monday through Friday between 7:00 a.m. and 5:00 p.m. and Saturday 7:00 a.m. to 3:00 p.m. Notwithstanding the above, cover may be applied after the operational hours but in no case after sundown. Operations are prohibited on Thanksgiving, Christmas, New Year's Day and July 4th.
- 6. Volume Reduction**
Volume reduction is encouraged and may be accomplished by means of chipping, shredding, or otherwise processing the debris. Section 82-226(1)e.
- 7. Active Disposal Area**
Construction and demolition debris facility "active areas" or "active licensed disposal areas" may not be within a regulatory floodplain or in areas not on the flood maps but known to be subject to flooding. Section 82-226(1)g.

- 8. Dust Suppression.**
Active dust suppression is required to prevent dust migration off site. Section 82.227. (1)(d)
- 9. Nuisance**
No person shall cause, suffer, allow or permit the discharge into the air of dust, fumes, gas, mist, odor, smoke or vapor, or any combination thereof, so as to constitute a nuisance as defined in county ordinance 2006-24. Section 82.225 (cc) and Section 82.227. (1) (b).
- 10. Queuing**
Queuing or staging of vehicles, containers, or equipment on public roads or rights of way is prohibited.
- 11. Commercial General Liability Coverage**
The Permittee shall maintain Commercial General Liability insurance with One Million Dollars (\$1,000,000.00) per occurrence and aggregate limits, including coverage parts of bodily injury, property damage, personal injury, product and completed operation, contractual liability and all additional requirements as specified in Section 82-233.
- 12. Litter, Sediment and Traffic Control; Road Maintenance.**
The Permittee shall be responsible for maintaining the full length of road frontage and additional length of adjacent roadway as listed below, free from all litter and sediment generated as a result of transporting material into or out of the facility and all additional requirements as specified in Section 82.234. The Permittee shall notify the Department on any modification or change to the existing entrance or the installation of alternate entrances or exits prior to use.

Full road frontage of Rolling Hills Road between Hampton Road and Bedford Lane, to include 800' west on Kemp Road.
- 13. Abatement Procedures**
Permittee shall consent to imposition of summary abatement procedures as hereinafter set forth in County Ordinance 2006-24, Section 82-240.
- 14. Required Reports**
Permittee shall submit semi-annual reports of tonnage of material received, average number of disposal vehicles enter the facility per month and remaining capacity.
- 15. Permit Renewals**
Permittee shall submit an application, on Department provided forms, no later than 60 days before the expiration of the current permit. Applications submitted in accordance with this section, even if incomplete, shall be deemed complete, and the current permit will be extended until corrections are submitted. Notwithstanding the above, in no instance will permits be extended more than 180 days past the expiration date of the permit.
- 16. Permittee shall comply with all Standard and Special Project Conditions stipulated in the Site Plan Development Order, dated June 27, 2007.**

The permanent Department identification for this facility is 2007-8-001CDD. Please cite this number on all reports and correspondence concerning this facility. The Department telephone number for reporting emergencies is:

Monday – Friday: 850.937.2160
Weekends/Holidays: 850.937.2182

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Gene M. Valentino, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

This document approved as to form
and legal sufficiency

By: _____

Title: ASST. COUNTY ATTORNEY

Date: DEC. 17, 2012

BCC Approved: _____

BOCC Authorization Date: _____

Permit Issue Date: January 17, 2013

Permit Expiration Date: January 16, 2014

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

Signature

Date: _____



ESCAMBIA COUNTY

DEPARTMENT OF SOLID WASTE MANAGEMENT

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

RECEIVED

NOV 05 2012

SOLID WASTE
MANAGEMENT

April 13, 2006

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

A. GENERAL INFORMATION

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

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

2. Type of application:

- Construction
- Operation
- Construction/Operation
- Closure

3. Classification of application:

- New
- Renewal
- Substantial Modification
- Intermediate Modification
- Minor Modification

4. Facility name: Rolling Hills C&D Recycling Center

5. ID Number: NWD/17/0003133

6. Facility location (main entrance): 6990 Rolling Hills Rd

Pensacola, FL 32505

7. Location coordinates:

Section: 26 Township: 1S Range: 30W

Latitude: 30 ° 29 ' 17 " Longitude: 87 ° 16 ' 20 "

8. Applicant name (operating authority): South Palafox Properties, LLC

Mailing address: 6990 Rolling Hills Rd Pensacola Escambia 32505
Street or P.O. Box City County Zip

Contact person: Charlie Davidson Telephone: (850) 477.2687

Title: Director Email: c.davidson@rollinghillscd.com

9. Authorized agent/consultant: Enviro Pro Tech

Mailing address: 8 E. Quintette Rd, Suite B Cantonment Escambia 32533
Street or P.O. Box City County Zip

Contact person: Barry Long Telephone: (850) 587.5588

Title: Professional Geologist Email: b'ong@eptpensacola.com

10. Landowner (if different than applicant): N/A

Mailing address: N/A
Street or P. O. Box City County Zip

Contact person: N/A Telephone: ()

Email: N/A

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

12. Expected life of the facility: to be determined years

13. Estimated costs:

Total Construction: \$ N/A Closing Costs: \$ 640,740.45

14. Anticipated construction starting and completion dates:

From: N/A To: N/A

15. Expected volume or weight of waste to be received: 1000 yds³/day.

B. DISPOSAL FACILITY GENERAL INFORMATION

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

attached

attached

attached

attached

2. Facility site supervisor: Kevin Parsley

Title: Director of Operations Telephone: (850) 477.2687

Email: kevin@rollinghillscd.com

3. Disposal area: Total 145 acres; Used 22 acres; Available 17 acres

4. Security to prevent unauthorized use: Yes No

5. Charge for waste received: 4.25 \$/yds³ _____ \$/ton

6. Surrounding land use, zoning:

Residential Industrial
 Agricultural None
 Commercial Other Describe: _____

7. Types of waste received:

C & D debris Land Clearing Debris

8. Attendant: Yes No Trained operator: Yes No

9. Spotters: Yes No Number of spotters used: minimum 2

10. Site located in: Floodplain Wetlands Other upland

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

12. Days of operation: 6

13. Hours of operation: M-F, 7-5; S. buy appl

14. Days Working Face covered: Wkly

15. Elevation of water table: 58-65 Ft. (NGVD 1929)

16. Storm Water:

Collected: Yes No

Type of treatment: Retention

Name and Class of receiving water: N/A

17. Required submittals for issuance of permit.

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

18. Development Review Committee process completed.

No Yes

Date: 6/27/07

Project Number: 06061454

19. Development Order issued.

No Yes

Date: 6/27/07

C. CERTIFICATION BY APPLICANT AND ENGINEER OR PUBLIC OFFICER

1. Applicant:

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

Charlie Davidson
Signature of Applicant or Agent

Charlie Davidson
Name and Title (please type)

c.davidson@rollinghillscd.com
E-mail address (if available)

6990 Rolling Hills Rd
Mailing Address

Pensacola, FL 32505
City, State, Zip Code

(850) 477.2687
Telephone Number

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

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

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

Michael N. Keethler
Signature

Michael N. Keethler, P.E.
Name and Title (please type)

53263
Florida Registration Number
(Please affix seal)

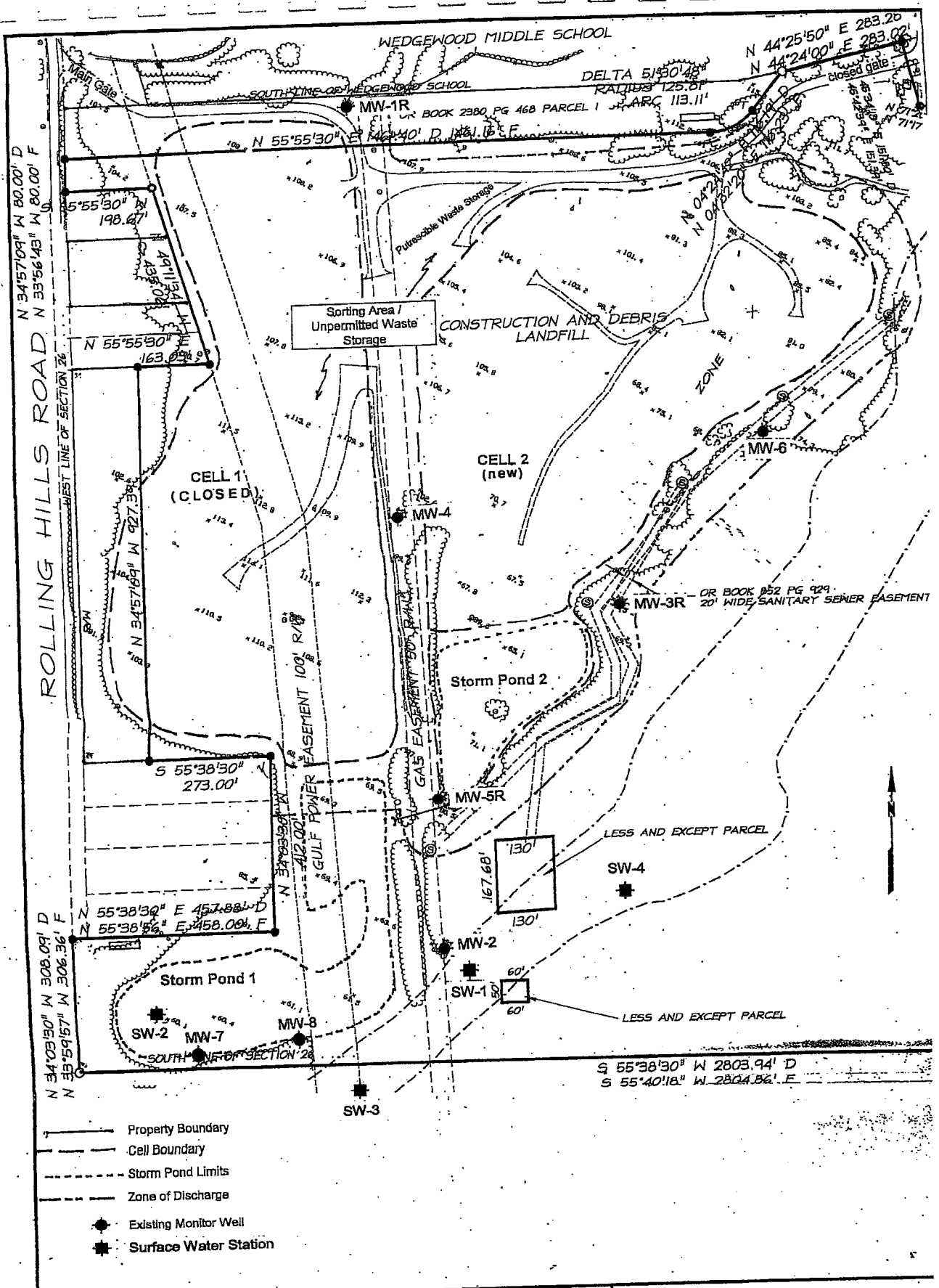
8 E. Quintette Rd, Suite B
Mailing Address

Cantonment, FL, 32533
City, State, Zip Code

mkeethler@EPT Pensacola.com
Email Address (if applicable)

(850) 587-5588
Telephone Number

10/29/2012
Date



ROLLING HILLS C&D DEBRIS DISPOSAL FACILITY
 ESCAMBIA COUNTY, FLORIDA
 PROJECT NO. 07PNSOU8901E

FIGURE 2
 SITE MAP
 Section 26, T 1 S, R 30 W
 SCALE: 1" = 200'



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3748

Public Hearings 12.

BCC Regular Meeting

Meeting Date: 01/17/2013

Issue: 5:35 p.m. Public Hearing - Permit Issuance - Sand & Dirt, Inc. d/b/a Brickton Borro Pit/LCD Facility

From: Pat Johnson, Department Director

Organization: Solid Waste

CAO Approval:

RECOMMENDATION:

5:35 p.m. Public Hearing for consideration of the issuance of a Permit to Construct and/or Operate a Land Clearing Disposal Management Facility for Sand & Dirt, Inc. d/b/a Brickton Borrow Pit/LCD Facility, located at 8800 N. Highway 29, Molino, Florida.

Recommendation: That the Board authorize the issuance of a Permit to Construct and/or Operate a Land Clearing Disposal Management Facility for Sand & Dirt, Inc. d/b/a Brickton Borrow Pit/LCD Facility, located at 8800 N. Highway 29, Molino, Florida.

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

BACKGROUND:

An application to issue a Permit to Construct and/or Operate a Land Clearing Disposal Management Facility was submitted to the Solid Waste Management Department by Sand & Dirt, Inc. d/b/a Brickton Borrow Pit/LCD Facility.

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

BUDGETARY IMPACT:

A Solid Waste Management Permit Application Fee of \$1,500.00 has been deposited into the Fund 401, Solid Waste, Account Number 343402.

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

Attachments

Sand & Dirt Inc. Permit for Signature

Sand & Dirt Inc. Application

Sand & Dirt Inc. DRC Approval



Solid Waste Management Department

13009 Beulah Road
Cantonment, FL 32533
Phone: 850.937.2160

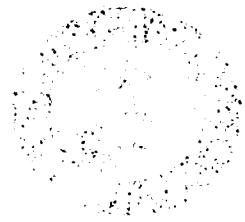
Patrick T. Johnson, Department Director

Permit to Construct and/or Operate a Land Clearing Disposal Management Facility

Permittee:	Sand & Dirt, Inc., C. R. Campbell, Sr. Pres.
Facility Name:	Brickton Borrow Pit/LCD Facility
Facility Type:	In-fill facility as reclamation activity for borrow pits existing prior to September 16, 2004
File Number:	2013-1-001LCD
Original Date of Issue:	January 17, 2013
Renewal Date:	-----
Expiration Date:	January 16, 2014
Development Review #:	PSP120200016
Date:	May 16, 2012
Total Acreage of Facility:	33.04 Acres
Total Area Licensed for Disposal:	33.04 Acres

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

STATE OF TEXAS
COUNTY OF [illegible]



[illegible text]

[illegible text]

[illegible text]

[illegible text]

[illegible text]

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COUNTY ATTORNEYS OFFICE
14 DEC 2012
AM 10:08

[illegible text]

To operate a Land Clearing Debris Disposal Facility located on a 33.04-acre site on 8800 N. Highway 29, Molino, FL in Escambia County, Florida. Operation of the facility shall be in accordance with the permit renewal application received and the general and specific conditions required in this permit.

General Permit Conditions – All Facilities

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

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

Patrick T. Johnson, Department Director

Solid Waste Management
13009 Beulah Road
Cantonment, FL 32533

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

Copy to:

Doyle O. Butler

Engineering Project Coordinator
Department of Solid Waste Management
13009 Beulah Road
Cantonment, FL 32533

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

Specific Permit Conditions – Infill Facilities

1. Facility Setback.

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

2. Aerial and Vertical Height.

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

3. Fencing and Access Control.

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

4. Cover Material and Application

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

5. Operational Hours

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

6. Volume Reduction

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

7. Dust Suppression.

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

8. Nuisance

No person shall cause, suffer, allow or permit the discharge into the air of dust, fumes, gas, mist, odor, smoke or vapor, or any combination thereof, so as to constitute a

nuisance as defined in county ordinance 2006-24. Section 82.225 (cc) and Section 82.227. (3)(c).

9. Queuing

Paved queuing and ingress and egress areas are provided by operator/owner; thus, queuing or staging of vehicles, containers, or equipment on public roads or rights of way is prohibited. Section 82.227. (3)(g).

10. Commercial General Liability Coverage

The Permittee shall maintain Commercial General Liability insurance with One Million Dollars (\$1,000,000.00) per occurrence and aggregate limits, including coverage parts of bodily injury, property damage, personal injury, product and completed operation, contractual liability and all additional requirements as specified in Section 86-233.

11. Litter, Sediment and Traffic Control; Road Maintenance.

The Permittee shall be responsible for maintaining the full length of road frontage and additional length of adjacent roadway as listed below, free from all litter and sediment generated as a result of transporting material into or out of the facility and all additional requirements as specified in Section 82.234.

8800 N Highway 29, Molino, FL., 0.5 miles either side of facility entrance.

12. Abatement Procedures

Permittee shall consent to imposition of summary abatement procedures as hereinafter set forth in County Ordinance 2006-24, Section 82-240.

13. Required Reports

Permittee shall submit quarterly reports of tonnage of material received, average number of disposal vehicles enter the facility per month and remaining capacity.

14. Permit Renewals

Permittee shall submit an application, on Department provided forms, no later than 60 days before the expiration of the current permit. Applications submitted in accordance with this section, even if incomplete, shall be deemed complete, and the current permit will be extended until corrections are submitted. Notwithstanding the above, in no instance will permits be extended more than 180 days past the expiration date of the permit.

The permanent Department identification for this facility is 2013-1-001LCD. Please cite this number on all reports and correspondence concerning this facility. The Department telephone number for reporting emergencies is:

Monday – Friday: 850.937.2160
Weekends/Holidays: 850.937.2182

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

By: _____
Gene M. Valentino, Chairman

**ATTEST: PAM CHILDERS
Clerk of the Circuit Court**

By: _____
Deputy Clerk

This document approved as to form
and legal sufficiency.

By: _____

Title: ASSR. COUNTY ATTORNEY

Date: DEC. 17, 2012

BCC Approved: _____

BOCC Authorization Date: _____

Permit Issue Date: January 17, 2013

Permit Expiration Date: January 16, 2014

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

Signature

Date: _____

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

RECEIVED
MAY 10 2012
SOLID WASTE
MANAGEMENT

A. GENERAL INFORMATION

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

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

2. Type of application:

- Construction
- Operation
- Construction/Operation
- Closure

3. Classification of application:

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

4. Facility name: Brickton Borrow Pit/ LCD Facility

5. ID Number: 223N313301000000

6. Facility location (main entrance): Highway 29 at Morgan Cemetery Road

7. Location coordinates:

Section: 22 Township: 3N Range: 31W

Latitude: 30 ° 45 ' 20 " Longitude: 87 ° 20 ' 15 "

8. Applicant name (operating authority): Sand & Dirt, Inc. C.R. Campbell, Sr.
President

Mailing address: 10391 Old Dairy Lane Pensacola, FL 32534
Street or P.O. Box City County Zip

Contact person: C.R. Campbell, Sr. Telephone: (850) 380-9441

Title: Operator Email: traciredwine@bellsouth.net

9. Authorized agent/consultant: W.R. Ward PE

Mailing address: 9909 N. Cove Ave. Pensacola, FL 32534
Street or P.O. Box City County Zip

Contact person: W.R. Ward Telephone: (850) 698-0143

Title: engineer Email: wardr41@yahoo.com

10. Landowner (if different than applicant): same

Mailing address: 10391 Old Dairy Lane Pensacola, FL 32534
Street or P. O. Box City County Zip

Contact person: C.R. Campbell, Sr. Telephone: (850) 380-9441

Email: traciredwine@bellsouth.net

11. Date site will be ready to be inspected for completion: 5/01/2013

12. Expected life of the facility: 20 years

13. Estimated costs:

Total Construction: \$ 65,000.00 Closing Costs: \$ 21,000.000

14. Anticipated construction starting and completion dates:

From: 5/01/2012 To: 6/01/2032

15. Expected volume or weight of waste to be received: 12 yds³/day.

B. DISPOSAL FACILITY GENERAL INFORMATION

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

As the borrow pit excavation progresses land clearing debris will be used if available to backfill around the perimeter of the pit. The middle of the pit will remain open.

2. Facility site supervisor: C.R. Campbell, Sr.

Title: owner/operator Telephone: (850) 38-9441

Email: traciredwine@bellsouth.net

3. Disposal area: Total 9 acres; Used 0 acres; Available 9 acres

4. Security to prevent unauthorized use: Yes No

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

6. Surrounding land use, zoning: VAG1

Residential Industrial
 Agricultural None
 Commercial Other Describe: _____

7. Types of waste received:

C & D debris Land Clearing Debris

8. Attendant: Yes No Trained operator: Yes No

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

10. Site located in: Floodplain Wetlands Other uplands

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

12. Days of operation: Monday-Saturday

13. Hours of operation: _____

14. Days Working Face covered: 7

15. Elevation of water table: 92 Ft. (NGVD 1929)

16. Storm Water:

Collected: Yes No

Type of treatment: percolation

Name and Class of receiving water: groundwater

17. Required submittals for issuance of permit.

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

18. Development Review Committee process completed.

No Yes

Date: _____

Project Number: _____

19. Development Order issued.

No Yes

Date: _____

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

1. Applicant:

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


Signature of Applicant or Agent

10391 N 01st Dairy Lane
Mailing Address

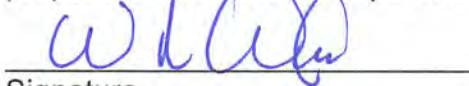
C.R. Campbell, Sr. President Pensacola, FL 32534
Name and Title (please type) City, State, Zip Code

traciredwine@bellsouth.net (850) 380-9441
E-mail address (if available) Telephone Number

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

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

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


Signature

9909 N. Cove Ave.
Mailing Address


W.R. Ward PE
Name and Title (please type)

Pensacola, FL 32534
City, State, Zip Code

wardr41@yahoo.com
Email Address (if applicable)

17695
Florida Registration Number
(Please affix seal)

(850) 698-0143
Telephone Number


Date



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

DEVELOPMENT SERVICES DEPARTMENT
3363 WEST PARK PLACE
PENSACOLA, FL 32505
PHONE: 850-595-3475
FAX: 850-595-3481
www.myescambia.com

ORGANIZATION: Development Services Department
FROM: Horace Jones, Division Manager
TO: T. Lloyd Kerr, AICP, Department Director
DATE: May 16, 2012
RE: Brickton Borrow Pit, 8800 N Highway 29

RECOMMENDATION:

Upon the review & evaluation for compliance with the requirements of the Escambia County Land Development Code and the 2030 Comprehensive Plan, the technical plan reviewers, acting as DRC staff, recommends that the referenced project be considered for approval.

A handwritten signature in black ink that reads "H. Jones".

Horace Jones, Division Manger



**RESOURCE EXTRACTION DEVELOPMENT ORDER
with Concurrency Certification**

Project: Brickton Borrow Pit
Location: 8800 N. Hwy 29
Development Review #: PSP120200016
Property Reference #s: 22-3N-31-3301-000-000
22-3N-31-3302-000-000
22-3N-31-3400-000-000

Future Land Use: RC
Zoning District: VAG-1/P
Flood Zone: X
Airport/CRA: N/A

PROJECT DESCRIPTION

Redevelopment of an existing borrow pit to expand its operation from 10-acres to 33.04-acres and to include the use of land clearing debris as fill in the reclamation plan. Conditional Use CU-2012-07 was approved by the BOA on 4/23/2012 to expand the use of an existing borrow pit. Conditional Use CU-2000-31 was approved by the BOA on 12/13/2000 to allow mineral extraction.

Parking Spaces: NA
Potable Water: NA
Protected Trees to be removed: NA

Handicap Parking Spaces: NA
Sanitary Sewer/Septic: NA
Mitigation Trees: N/A

STANDARD PROJECT CONDITIONS

1. This Development Order with concurrency certification shall be effective for a period of 18 months from the date of approval. Site plan approval and concurrency shall expire and become null and void if a permit for the approved development has not been obtained from the Building Inspections Department (BID) within the effective period and no extension has been applied for. After issuance of such permit, site plan approval and concurrency shall only terminate upon permit expiration or revocation by the BID. The Board of Adjustment may grant one extension for a maximum of 12 months to the original effective period of the Development Order, but application for such extension must be submitted before termination of the initial 18-month period. If the Development Order expires or is revoked, allocated capacity will be withdrawn and made available to other applicants. If the applicant chooses to proceed with development of the project site, a new site plan application must be submitted for review, approval, and capacity allocations subject to Code provisions and Level of Service conditions at the time of the new application.

2. This Development Order alone does not authorize site development to commence. A valid Escambia County Building Permit must be obtained prior to any building construction. Site development as described on the approved site plan, including protected tree removal and grading, may occur under the authorization of the Building Permit. However, commencement of such activity prior to issuance of a Building Permit will require a separate **Pre-construction Site Work Permit**, or if no Building Permit is applicable will require a separate **Parking Lot Permit**, obtained from the Building Inspections Department, with erosion control, tree protection, and all other provisions of the approved site plan fully applicable and enforced.
 3. All specifications and requirements, expressed or implied by note or drawing, in the site development plans approved with this Development Order must be fulfilled.
 4. No development activities may commence in areas regulated by state or federal agencies unless all required state and federal permits, or proof of exemption, have been obtained and a copy provided to the County.
 5. Proof of application from the Emerald Coast Utilities Authority (ECUA) for connection to the sewage system, or from the Escambia County Health Department for an Onsite Sewage Treatment and Disposal System (OSTD), must be obtained prior to issuance of an Escambia County Building Permit.
 6. After issuance of this Development Order, it shall be unlawful to modify, amend, or otherwise deviate from the terms and conditions without first obtaining written authorization through the Development Review Committee (DRC) departments. Approval of such modifications shall be requested in writing and obtained prior to initiating construction of any requested change. The applicable review process for the proposed modification shall be determined based on the applicant's written description of such modifications. Escambia County may require submittal of a new or revised plan and impose additional requirements and/or conditions depending upon the extent of any proposed modifications. The applicant has a continuing obligation to abide by the approved plan. Initiating construction of plan modifications without written County approval shall automatically terminate and render null and void this Development Order, and shall be subject to penalties and/or increased fees specified by the BCC.
 7. A copy of this Development Order and the approved site development plans must be maintained and readily available on site once any construction activity has begun, including clearing and grading. The approved building construction plans must also be on site once any building construction has begun.
-

SPECIAL PROJECT CONDITIONS

- 1. Prior to the issuance of any permit for LCD activities, the Board of County Commissioners must approve LCD reclamation of the site at a duly advertised public hearing.**
- 2. Prior to any LCD activity, the applicant shall obtain all applicable permits from the Department of Solid Waste and FDEP, and provide proof of such permitting to the Department of Development Services.**
- 3. All clearing and development activities shall be limited within the confines of the "continuous berm" as depicted on the site plan.**
- 4. Additional authorization(s) may be required from federal, state, or local agencies to impact areas depicted as "vacant timberland" on the site plan.**
- 5. All provision of the Escambia County Code of Ordinances as amended, including but not limited to Chapter 42, Article VIII, Borrow Pits and Reclamation , Chapter 86, Division 3, C&DD facilities, and the Land Development Code, Section 7.07.00, Standards Regulating Adverse Off-site impacts, shall apply and are conditions of site plan approval.**

Development Review Committee (DRC) Final Determination

Having completed development review of the **Brickton Borrow Pit**, site plan application referenced herein, in accordance with requirements of applicable Escambia County regulations and ordinances, the DRC makes the following final determination:

- Approve The development plan is approved. The applicant may proceed with the development subject to the project description and project conditions noted herein. Use other than that described, or conditions not satisfied, constitute a violation of this Development Order and render it void. Further, this approval does not constitute approval by any other agency.
- Deny The development plan is denied for the reasons noted below. The applicant may appeal the decision within 15 days from the date below to the Board of Adjustment (BOA) under the provisions of Section 2.04.00 of the Escambia County Land Development Code, and/or submit a new or revised site plan application for review.



Director, Development Services Department



Date



PAM CHILDERS
Clerk of the Circuit Court and Comptroller
Escambia County, Florida

AI-3775

13.

BCC Regular Meeting

Meeting Date: 01/17/2013

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 January 8, 2013, C/W Workshop, recommends that the Board take the following action:

A. Approve terminating the Land Development Code Advisory Committee, evaluate, and compare to comparable Florida Counties, including Bay County, and the applicable counties in Alabama, the work that has been presented, and approve a review of the existing Comprehensive Plan, relative to discussion concerning the Land Development Code/Comprehensive Plan *(on May 6, 2010, the Board adopted Resolution R2010-81 establishing the Escambia County Land Development Code Citizen Advisory Committee and appointing the membership of the Committee) (C/W Item 5); and*

B. Approve granting the Assistant County Administrator and the County Attorney 60 days in which to meet with the Sheriff and prepare a draft Noise Ordinance, for the Board's consideration, and rescind any Committee, as needed *(at the November 15, 2012, Regular Board Meeting, the Board approved directing staff to create, through the County Administrator and the County Attorney, for their recommendation for a subsequent vote, an Advisory Committee to bring forward to the Board, at a future date, a firm proposal on which recommendation to proceed with, and a measuring strategy for the County to enforce, relative to updating the Noise Ordinance) (C/W Item 6).*

Attachments

LDC Comp. Plan

Noise Ordinance

December 10, 2012

Gene M. Valentino, Chairman
Escambia County Board of Commissioners
221 Palafox Place, Suite 400
Pensacola, FL 32502

RE: Direction from Board of County Commissioners Concerning Re-Write of Escambia County Land Development Code and/or Escambia County Comprehensive Plan

Dear Chairman Valentino,

On May 6, 2010, the Board of County Commissioners (BCC) adopted Resolution R2010-81, establishing the Escambia County Land Development Code (LDC) Advisory Committee consisting of fifteen (15) members, as outlined in the attached Resolution.

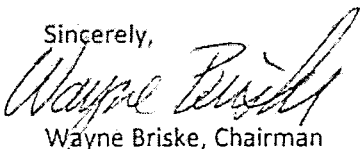
During the Workshop for review of the November 19, 2012, LDC Draft, the Planning Board Members wished to send forth a letter to the BCC formally recognizing and thanking the members of the LDC Advisory Committee for the extensive time and efforts spent working on the LDC re-write.

Additionally, the Members wished to seek guidance, within thirty (30) days, if possible, with regard to the current November 19th LDC Draft, with regard to whether the BCC's direction would be for the Planning Board to:

- A) Review the Draft, in its current form, chapter-by-chapter, with input from citizens in open forum with a definite deadline and within a short period of time;
 - 1. Realizing there were elements of concern within the current Comprehensive Plan, as noted by Mr. Dan Gilmore, former LDC Advisory Committee Chairman;
 - 2. Realizing review of the LDC would occur in conjunction with those noted elements of concern with the current Comprehensive Plan, which would remain in effect through 2017; and
 - 3. Requesting BCC direction with regard to re-establishment of the LDC Advisory Committee, noting that the remaining members would need to be contacted to determine their continued interest in participating on the Committee (note that some of the original members have been replaced); **OR**
- B) Re-write the Comprehensive Plan in conjunction with the LDC.

The Planning Board further noted that if the LDC Advisory Committee was re-established, it would like to entertain the possibility of utilizing web-based material/input to articulate changes, and inquired as to the legality of this method as it related to the Sunshine Law.

Sincerely,



Wayne Briske, Chairman
Escambia County Planning Board

Attachment

RESOLUTION NUMBER R2010 - 81

A RESOLUTION ESTABLISHING AN ESCAMBIA COUNTY LAND DEVELOPMENT CODE CITIZEN ADVISORY COMMITTEE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Sections 125.01 and 163.3167, Florida Statutes, the Escambia County Board of County Commissioners has adopted the Escambia County Land Development Code; and

WHEREAS, the Land Development Code implements the land use provisions of the Escambia County Comprehensive Plan and establishes standards for new development and redevelopment in the unincorporated areas of Escambia County; and

WHEREAS, the Escambia County Development Services Bureau is leading the effort to review and revise certain provisions of the Land Development Code; and

WHEREAS, the Board of County Commissioners and the Development Services Bureau believe that this effort would be greatly enhanced through increased public participation in the review and revision process; and

WHEREAS, establishing a citizen advisory committee comprised of subject-matter experts and other interested citizens is an optimal method for securing increased public participation in the review and revision process; and

WHEREAS, establishing such a citizen advisory committee would therefore advance 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.

Verified By: *dk. Ward*
Date: 6/7/10

SECTION 2. ESTABLISHMENT.

The Escambia County Board of County Commissioners hereby establishes an Escambia County Land Development Code Citizen Advisory Committee.

SECTION 3. DUTIES OF THE LAND DEVELOPMENT CODE ADVISORY COMMITTEE.

The Development Services Bureau, through a designated Project Manager and Support Team, shall coordinate and assist Advisory Committee meetings. The Committee shall have the duty and responsibility to review and provide input for those Land Development Code standards, regulations, and provisions it may find obsolete, contradictory, confusing, insufficient, or otherwise contrary to the adopted 2007 Evaluation and Appraisal Report or the goals, objectives, and policies of the Escambia County Comprehensive Plan,

SECTION 4. COMPOSITION AND SELECTION OF THE ADVISORY COMMITTEE.

The Advisory Committee shall consist of fifteen (15) members. Each County Commissioner shall nominate one individual from among the general citizenry to serve on the Advisory Committee. The remaining ten (10) members shall be nominated by the following interest groups and organizations:

- a. One (1) from the "architectural community," as represented by the American Institute of Architects, Northwest Florida.
- b. One (1) from the Home Builders Association of West Florida.
- c. One (1) from the Associated General Contractors of America, Alabama Chapter, Northwest Florida Section.
- d. One (1) from the Pensacola Association of Realtors.

- e. One (1) from the National Association of Industrial and Office Properties, Northwest Florida Chapter.
- f. One (1) from the environmental community, as represented by Emerald Coastkeeper with the concurrence of at least three (3) other local environmental organizations.
- g. One (1) from the League of Women Voters of the Pensacola Bay Area.
- h. Three (3) from the engineering community as represented by the Florida Engineering Society, Northwest Florida Chapter.

All nominees shall be subject to confirmation by a majority vote of the Board of County Commissioners. All Advisory Committee members shall be electors of Escambia County.

SECTION 5. TERMS OF ADVISORY COMMITTEE MEMBERS.

a. *Terms.* Advisory Committee members confirmed by County Commissioners shall serve a term that runs concurrently with the timeline for review and revision as established by the Bureau of Development Services.

b. *Removal.* Should any Advisory Committee member cease to be an elector of the County, he or she shall cease to be an Advisory Committee member. Replacement of an Advisory Committee member shall be made by the County Commissioner or interest group that nominated him or her, subject to confirmation by the Board of County Commissioners. Advisory Committee members may also be removed by the Board of County Commissioners at the will of the Board. Additionally, the Advisory Committee shall recommend to the Board of County Commissioners the removal of any Advisory Committee member who accrues three unexcused absences from regularly-scheduled meetings of the Advisory 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 Advisory Committee shall elect a Chairperson to preside at all meetings. The Chairperson shall be elected during the first meeting 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 Advisory 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.

c. ***Secretary.*** The Advisory Committee shall elect a Secretary to take meeting minutes, maintain all records of the committee, and arrange with the Project Manager adequate public notice of all meetings. The term of office and method of election for the Secretary shall be the same as the Chairperson and Vice-Chairperson.

SECTION 7. REGULAR MEETINGS.

The Development Services Bureau, through the Project Manager, shall ensure a schedule of regular meetings, which shall be held monthly. A schedule of regular meetings shall be distributed to all Advisory Committee members reasonably in advance to assure proper public notice.

SECTION 8. QUORUM AND VOTING.

Ten (10) Advisory 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 Advisory 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 Advisory Committee on his or her initiative and shall call a special meeting at the request of any ten (10) members.

SECTION 10. LOCATION OF MEETING.

Advisory Committee meetings shall be held in a public facility of sufficient size to accommodate those present and at such locations as the Advisory Committee may determine from time to time.

SECTION 11. RULES OF PROCEDURE.

The Advisory 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 Advisory Committee, and any subcommittees it establishes, 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 Advisory 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 Advisory 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 Advisory 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 6th day of May, 2010.

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

Grover C. Robinson, IV
Grover C. Robinson, IV, Chairman
Date Executed

5/6/2010

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 ASST. COUNTY ATTORNEY
Date APRIL 27, 2010

Selected LDC Advisory Group Appointees				Appointees By
Name	Address	Phone	E-Mail	
Eli H. Miller	201 S. "F" Street Pensacola, FL 32502	850.435.2801 850.982.9126	emiller@imillerconstruction.com	Assoc. of General Contractors
Steven Jernigan	720 Bayfront Pkwy, Suite 200 Pensacola, FL 32503	850.432.0706	steve@bundesian.com	NAIOP Northwest FL.
Janice Rogers Kilgore	8026 Eight Mile Creek Road Pensacola, FL 32528	850.944.0869		Comm. Robertson
John Rasmussen	2400 West Nine Mile Road Pensacola, FL 32534	850.478.6800 Cell 393.3043	john@century21amerisouth.com	Pensacola Assoc. Realtor
Brian Spencer, AIA	P.O. Box 79 Pensacola, FL 32581	850.432.7772	brian@smberch.com	AIA Florida Northwest
Christian M. Wagley	801 East Larua St. Pensacola, FL 32501	850.687.9968	christian@sustainabletownconcepts.com www.sustainabletownconcepts.com	Emerald Coastkeeper
J. Dan Gilmore	2142 Windermere Circle Pensacola, FL 32503	850.982.3282	jdg1940@aol.net	HBA of West FL.
Muriel Wagner			wags_mtr@bellsouth.net	League of Women Voters
Dale E. Long, PE	119 Gregory Square Pensacola, FL 32502	850.433.8438	dale.long@jabreinc.com	Florida Eng. Society
Amy Meyers DiRusso, PE	Thompson Engineering	850.202.3030	adirusso@thompsonengineering.com	Florida Eng. Society
Scott Jernigan, PE	Donovan Inc.	850.438.9861	sjernigan@baskervilledonvan.com	Florida Eng. Society
Thomas J. Gilliam, Jr.	226 Palafox Pl. Pensacola, FL 32502	850.434.2411	tgilliam@shellfleming.com	Comm White
John M. Harold	P.O. Box 6031 Pensacola, FL	850.477.8686	johnharold@yahoo.com	Comm Valentino



Paul Founlacker	25 E. Wright St. Suite 2512	850.912.822	paul@pensacola.propertylaw.com	Comm Young
	Pensacola, FL 32501			
Glenn Strange	2465 Tronjo Circle	850.324.4242	strange@belsouth.net	Comm Robinson
	Pensacola, FL 32503			

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VERSION "A"

ORDINANCE 2012-__

AN ORDINANCE RELATING TO ESCAMBIA COUNTY, FLORIDA; REPEALING CHAPTER 42, ARTICLE III, SECTIONS 42-61 THROUGH 42-70 AND REPLACING CHAPTER 42, ARTICLE III, WITH SECTIONS 42-61 THROUGH 42-71 OF THE CODE OF ORDINANCES; THE ESCAMBIA COUNTY NOISE ABATEMENT ORDINANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the County has the authority to provide for noise abatement regulations pursuant to Fla. Const. Art. II, Section 7, which provides that adequate provisions shall be made by law for the abatement of excessive and unnecessary noise, and under the home rule power of Escambia County, Florida specifically § 125.01(1), Fla. Stat.; and

WHEREAS,

WHEREAS,

WHEREAS,

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

Section 1. REPEAL AND REPLACE. Chapter 42, Article III, sections 42-61 through 42-70 is hereby repealed in its entirety and replaced with sections 42-61 through 42-71 as follows:

Sec. 42-61 – Short Title.

This ordinance shall be known as the Escambia County Noise Abatement Ordinance.

Sec. 42-62 - Purpose.

It is the purpose of this article to provide appropriate noise standards throughout the unincorporated areas of Escambia County. The Board of County Commissioners finds that noise exceeding those standards is detrimental to the public health, comfort, convenience, safety and welfare.

Sec. 42-63. - Definitions and rules of construction.

47 (a) For the purposes of administration and enforcement of this article, unless
48 otherwise stated in this article, the following rules of construction shall apply to the text
49 of this article:

50

51 (1) Words used in the present tense shall include the future; and words in the
52 singular number shall include the plural, and the plural the singular, unless the
53 context clearly indicates the contrary.

54

55 (2) The word "shall" is always mandatory and not discretionary; the word
56 "may" is permissive.

57

58 (b) The following words, terms and phrases, when used in this article, shall have the
59 meanings ascribed to them in this section, except where the context clearly indicates a
60 different meaning. Words not defined in this section shall be construed to have the
61 meanings given by common and ordinary use as defined by Webster's New Collegiate
62 Dictionary (G & C Merriam Co., 10th Edition 1993, or subsequent edition). All
63 terminology used in this article, not specifically defined, shall be in conformance with
64 applicable publications of the American National Standards Institute (ANSI) or its
65 successor body.

66

67 *A-weighted sound level* means the sound pressure level in decibels as measured
68 on a sound level meter using the A-weighted network. The level so read is designated
69 dBA.

70

71 *Agricultural* means the land uses where agricultural activities are legally
72 permitted.

73

74 *Commercial* means the land uses where retail sales and services, professional,
75 tourist and other commercial activities are legally permitted.

76

77 *Construction* means any site preparation, assembly, erection, substantial repair,
78 alteration or similar action, but excluding demolition, for or on public or private rights-of-
79 way, structures, utilities or similar property.

80

81 *County Administrator* means the county administrator and/or his designee.

82

83 *Decibel (Db)* means a unit for describing the amplitude of sound, equal to 20
84 times the logarithm to the base 10 of the ratio of the pressure of the sound measured to
85 the reference pressure, which is 20 micronewtons per square meter.

86

87 *Emergency work* means any work performed for the purpose of preventing or
88 alleviating physical trauma or property damage threatened or caused by an existing or
89 imminent peril.

90
91 *Noise* means any sound which annoys or disturbs humans or which causes or
92 tends to cause an adverse psychological or physiological effect on humans. The term is
93 used synonymously with the term "sound."

94 *Noise disturbance* and *sound disturbance* mean any sound in quantities which
95 are or may be potentially harmful or injurious to human health or welfare, animal or plant
96 life or property, or unnecessarily interfere with the enjoyment of life or property,
97 including outdoor recreation, of a reasonable person with normal sensitivities.

98 *Person* means any individual, association, partnership, corporation,
99 governmental agency, business trust, estate, trust, two or more persons having a joint
100 or common interest or any other legal entity, and includes any officer, employee,
101 department, agency or instrumentality of the United States, a state or any political
102 subdivision of a state.

103 *Pure tone* means any sound which can be distinctly heard as a single pitch or a
104 set of single pitches. For the purposes of measurement, a pure tone shall exist if the
105 one-third octave band sound pressure level in the band with the tone exceeds the
106 arithmetic average of the sound pressure levels of the two contiguous one-third octave
107 bands by five decibels for center frequencies of 500 Hz and above, and by eight
108 decibels for center frequencies between 160 and 400 Hz, and by 15 decibels for center
109 frequencies less than or equal to 125 Hz.

110 *Real property line* means an imaginary line along the surface, and its vertical
111 plane extension, which separates the real property owned, rented or leased by one
112 person from that owned, rented or leased by another person, excluding intrabuilding
113 real property divisions.

114 *RMS (root mean square)* means the square root of the mean of a set of squared
115 values.

116 *Sheriff's office* means the Escambia County Sheriff's Department.

117 *Sound* means an oscillation in pressure, stress, particle displacement, particle
118 velocity or other physical parameter, in a medium with internal forces. The description of
119 sound may include any characteristic of such sound, including duration, intensity and
120 frequency. The term is used synonymously with the term "noise."

121 *Sound level* means the weighted sound pressure level obtained by the use of a
122 metering characteristic and weighting A, B or C as specified in American National
123 Standards Institute specifications for sound level meters, ANSI S1.4-1971, or in
124 successor publications. If the weighting employed is not indicated, the A-weighting shall
125 apply.

126 *Sound level meter* means an instrument which includes a microphone, amplifier,
127 RMS detector, integrator or time averager, output meter and weighting networks used to
128 measure sound pressure levels. The output meter reads sound pressure level when
129 properly calibrated, and the instrument is of type 2 or better, as specified in the
130 American National Standards Institute publication S1.4-1971, or its successor
131 publications.

132 *Sound pressure* means the instantaneous difference between the actual
133 pressure and the average or barometric pressure at a given point in space, as produced
134 by the presence of sound energy.

135 *Sound pressure level* means 20 times the logarithm to the base 10 at the ratio of
136 the RMS sound pressure to the reference pressure of 20 micropascals ($20 \times 10^{-6} \text{N/m}^2$).
137 The sound pressure level is denoted L_p or SPL and is expressed in decibels.

138 *Special event permit* means an authorization, issued by the Board of County
139 Commissioners, to exceed the sound level limit for a specified period of time.

140 **Sec. 42-64 – Responsibility for violations.**

141
142 The owner of property, a tenant, a lessee, a manager, an overseer, an agent,
143 corporation or any other person entitled to lawfully possess or who claims lawful
144 possession of such property at a particular time involved shall each be responsible for
145 compliance with this article, and each may be punished for violation of this article. It
146 shall not be lawful defense to assert that some other person caused such sound, but
147 each lawful possessor or claimant of the premises shall be responsible for operating or
148 maintaining such premises in compliance with this article and shall be punishable,
149 whether or not the person actually causing such sound is also punished.

150

151 **Sec. 42-65 – Additional remedies.**

152 The operation or maintenance of any device, instrument, vehicle or machinery in
153 violation of any provisions of this article which endangers the comfort, repose, health
154 and peace of residents in the unincorporated areas of the county is declared to be a
155 public nuisance, and the county is authorized to pursue any and all remedies therefore.
156 Nothing in this article shall be construed to limit any private right of action.

157

158 **Sec. 42-66 – Jurisdiction.**

159

160 The provisions of this article shall apply in the unincorporated area of the
161 Escambia County.

162

163 **Sec. 42-67 – Enforcement standards.**

164

165 Standards for enforcement of this article shall be as determined by the Escambia
166 County Sheriff's Department. Such standards are to be based upon best professional
167 information available to the Sheriff's Department, which are necessitated by changes in
168 sound measuring equipment or changes in prevailing academic, technical or operational
169 criteria.

170

171 **Sec. 42-68 – Sound limitations established; applicability.**

172

173 (a) *Classification of use occupancy.* For the purposes of defining the use occupancy
174 under this article, all premises containing habitually occupied sleeping quarters shall be
175 considered residential use. All premises containing a transient commercial sleeping
176 quarters shall be considered commercial use. All premises containing business where
177 sales, professional or other commercial use is legally permitted, including hospitals,
178 shall be considered commercial use. All premises where manufacturing is legally
179 permitted shall be considered industrial use. In cases of multiple uses, the more
180 restrictive use category shall prevail. Nursing homes, schools, libraries and church uses
181 shall be considered residential uses. Any area not otherwise classified shall conform to
182 commercial standards.

183

184 (b) *Measurement of sound.* Standards, instrumentation, personnel, measurement
185 procedures and reporting procedures to be used in the measurement of sound as
186 provided for in this article shall be those as specified in Sec. 42-67.

187

188 (c) *Maximum permissible sound levels by receiving use occupancy.* No person shall
189 operate or cause to be operated any source of sound from any occupancy in such a
190 manner as to create a sound level which exceeds the limits set forth for the receiving

191 use occupancy category in table I, more than ten percent of any measurement period,
 192 which shall not be less than ten minutes when measured at or beyond the property
 193 boundary of the land use from which the sound emanates.

194

TABLE I

DECIBEL LIMITS BY RECEIVING LAND USE OCCUPANCY			
Category	Receiving Use Occupancy	Time	Sound Level Limit (dBA)
Residential		7:00 a.m. to 10:00 p.m.	60
		After 10:00 p.m. to 6:59 a.m.	55
Commercial		7:00 a.m. to 10:00 p.m.	65
		After 10:00 p.m. to 6:59 a.m.	60
Industrial		At all times	75
Agricultural		At all times	75

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(d) Exemptions. The following uses and activities shall be exempt from noise level regulations:

1. The unamplified human voice.
2. Air conditioners, when this equipment is functioning in accord with the manufacturer's specifications and in proper operating condition.
3. Garbage and refuse collection between the hours of 7:00 a.m. and 10:00 p.m.
4. Lawn maintenance and farming activities between the hours of 7:00 am and 10:00 p.m.
5. Outdoor school events, including athletic and playground activities, whether a public or private school.
6. Construction operations for which building permits have been issued, or

214 construction operations not requiring permits due to ownership of the project by
215 an agency of government, are exempt, providing all equipment is operated in
216 accord with the manufacturers' specifications and with all standard equipment,
217 manufacturers' mufflers and noise-reducing equipment in use and in proper
218 operating condition, between the hours of 7:00 a.m. and 10:00 p.m.

- 219
- 220 7. Noises of safety signals, warning devices, emergency pressure relief
221 valves and bells and chimes of churches.
- 222
- 223 8. Noises resulting from any authorized emergency vehicle when responding
224 to an emergency call or acting in time of emergency.
- 225
- 226 9. Noises resulting from emergency work as defined in Sec 42-62.
- 227
- 228 10. Any other noise resulting from activities of a temporary duration permitted
229 by law and for which a license or permit has been granted by the county in
230 accordance with Sec. 42-68 of this article.
- 231
- 232 11. The annual Pensacola Interstate Fair, held in October of every year. All
233 other events held at the Pensacola Fairgrounds are not exempt unless in
234 possession of a special event permit as set forth in Sec. 42-68 of this article.
- 235
- 236 12. All noises coming from the normal operations of railroad trains.
- 237
- 238 13. All noises coming from the normal operations of aircraft (not including
239 scale model aircraft).
- 240
- 241 14. Those motor vehicles controlled by § 316.293, Fla. Stat., as amended,
242 except those motor vehicles exempted from coverage.
- 243
- 244 15. Motor vehicles as defined in § 316.003, Fla. Stat.
- 245
- 246 16. Generators that are used to provide power during an outage, providing
247 that the generator is operating in accordance within the manufacturer's
248 specifications, with all standard equipment, and is in proper operating condition.

249

250 **Sec. 42-69 – Special Event Permits.**

251

252 Outdoor gatherings, dances, shows, sporting events, concerts and other similar
253 outdoor events may obtain a limited waiver of the noise ordinance standards from the
254 Escambia County Board of County Commissioners by obtaining a permit pursuant to
255 the following procedure:

- 256
- 257 1. The applicant shall file a permit application with the County Administrator on a
258 form prepared by the County which shall set forth at the minimum:
- 259

- 260 a. The name and address of the applicant.
261
262 b. The address of the site for the event.
263
264 c. The dates and time of the event.
265
266 d. The activity which will exceed the limits established by the noise
267 abatement ordinance.
268
269 e. The steps that will be taken to minimize the disturbance to the surrounding
270 or neighboring properties.
271
272 2. The County Administrator shall provide the permit application as well as any
273 other available information, to the Board of County Commissioners for consideration at
274 a meeting of the Board of County Commissioners.
275
276 3. A permit granted by the Board of County Commissioners shall indicate the dates
277 and times during which noise at the subject event may exceed the limits established by
278 the noise abatement ordinance. However, if a permit does not indicate the applicable
279 times for the waiver, then the permit shall not allow the excessive noise to begin earlier
280 than 12:00 noon or to extend beyond 10:30 p.m. or to continue for a period of more than
281 four hours between the hours of 12:00 noon and 10:30 p.m.
282
283 4. The Board of County Commissioners may impose any other conditions on the
284 permit as it deems necessary to reduce the disturbance to surrounding or neighboring
285 properties.
286
287 5. Violation of the terms or conditions set forth in the permit shall constitute a
288 violation of the Escambia County Noise Abatement Ordinance.
289

290 **Sec. 42-70 – Exceeding sound limitations.**

291
292 It shall be unlawful, except as expressly permitted in this article, to make, cause
293 or allow the making of any noise or sound which exceeds the limits set forth in this
294 article.
295

296 **Sec. 42-71 – Enforcement and Penalties.**

297
298 All violations of this article shall be investigated, cited, processed, adjudicated
299 and punished in the same manner as a misdemeanor by the Escambia County Sheriff's
300 Department or by other sworn law enforcement officers. Upon conviction, a violator
301 may be punished by a fine not to exceed \$500.00 or by imprisonment in the county jail
302 not to exceed 60 days, or by both fine and imprisonment, for each violation.
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SECTION 2. SEVERABILITY.

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

SECTION 3. INCLUSION IN THE CODE.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by Section 125.68, Fla. Stat. (2012); and that the sections, subsections and other provisions of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section", "article", or such other appropriate word or phrase in order to accomplish such intentions.

SECTION 4. EFFECTIVE DATE.

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

DONE AND ENACTED THIS _____ DAY OF _____, 2012.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

, Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

Deputy Clerk

(Seal)

Enacted: _____
Filed with Department of State: _____
Effective: _____

ORDINANCE 2012-__

AN ORDINANCE RELATING TO ESCAMBIA COUNTY, FLORIDA; REPEALING CHAPTER 42, ARTICLE III, SECTIONS 42-61 THROUGH 42-70 OF THE CODE OF ORDINANCES; REPEALING THE COUNTY NOISE ABATEMENT ORDINANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the County has the authority to provide for noise abatement regulations pursuant to Fla. Const. Art. II, Section 7, which provides that adequate provisions shall be made by law for the abatement of excessive and unnecessary noise, and under the home rule power of Escambia County, Florida specifically § 125.01(1), Fla. Stat.; and

WHEREAS,

WHEREAS,

WHEREAS,

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

Section 1. REPEAL AND REPLACE. Chapter 42, Article III, sections 42-61 through 42-70 is hereby repealed in its entirety and replaced with sections 42-61 through 42-69 as follows:

Sec. 42-61 – Short Title.

This ordinance shall be known as the Escambia County Noise Abatement Ordinance.

Sec. 42-62 – Purpose.

It is the purpose of this article to provide appropriate noise standards throughout the unincorporated areas of Escambia County. The Board of County Commissioners finds that noise exceeding those standards is detrimental to the public health, comfort, convenience, safety and welfare.

Sec. 42-63. – Definitions.

47 As used in this article the following terms, words and phrases and their
48 derivations shall have the meanings given below. When not inconsistent with the
49 context, words used in the present tense include the future, and words in the singular
50 include the plural. The word shall is always mandatory.

51
52 *County* shall mean Escambia County, Florida and its Board of County
53 Commissioners.

54
55 *dBA* shall mean the composite abbreviation for the A-weighted sound level and
56 the unit of sound level, the decibel.

57
58 *Emergency work* means any work performed for the purpose of preventing or
59 alleviating physical trauma or property damage threatened or caused by an existing or
60 imminent peril.

61
62 *Noise* shall mean any sounds or vibrations which annoy or disturb humans or
63 cause or tend to cause adverse psychological effects on humans, and which may be
64 harmful or injurious to the health or welfare of a reasonable person with normal
65 sensibilities or unreasonably interfere with the normal conduct of life, use of property, or
66 outdoor recreation. "Noise" shall include any sounds or vibrations produced by a motor
67 vehicle sound system, "boom box" sounds systems, musical instruments of any type
68 and sound amplification systems of any type.

69
70 *Noise nuisance* shall mean acts or omissions [emissions] which violate public
71 rights, subvert public order, or cause inconvenience or damage to the property of others
72 or to the public generally, by causing, allowing, permitting or continuing "noise" or by
73 causing, allowing permitting or continuing "sound levels" above the decibel limits in this
74 article.

75
76 *Property line* shall mean the imaginary line, including its vertical extension, that
77 separates one parcel of real property upon which noise is produced from another or the
78 vertical and horizontal boundaries of one unit in a multi-unit building or buildings in
79 which noise is produced.

80
81 *Sheriff's deputies* shall mean sworn law enforcement officers employed by the
82 Escambia County Sheriff.

83
84 *Sound level* shall mean the weighted sound pressure level measured with fast
85 response using an instrument complying with the specifications for sound level meters
86 of the American National Standards Institute, Inc. (ANSI).

87
88 *Zoned* shall mean the appropriate zoning category under the Escambia County
89 Development Regulations.

90
91 **Sec. 42-64 – Noise nuisances prohibited.**

92

93 It shall be unlawful for the owner of a parcel of real property or of a unit or units in
94 a multi-unit building or buildings to cause, allow, permit or to continue a noise nuisance
95 on said parcel or in said unit or units, or for any individual to cause a noise nuisance at
96 any location.
97

98 **Sec. 42-65 – Noise nuisances prohibited.**
99

100 (a) It shall be unlawful for the owner of a parcel of real property or of a unit or units in
101 a multi-unit building or buildings to cause, allow, permit or to continue a noise nuisance
102 on said parcel or in said unit or units, or for any individual to cause a noise nuisance at
103 any location.
104

105 (b) It shall be unlawful for the owner of a parcel or real property or of a unit or units in
106 a multi-unit building or buildings, or for any person to cause on public streets or on any
107 parcel, sound levels, as measured at neighboring property lines, which exceed:
108

109 (1) In areas zoned residential and conservation:
110

111 a. 60 dBA between 7:00 a.m. and 9:59 p.m.
112

113 b. 55 dBA between 10:00 p.m. and 6:59 a.m.
114

115 (2) In areas zoned commercial, villages, public or mixed use:
116

117 a. 70 dBA between 7:00 a.m. and 9:59 p.m.
118

119 b. 65 dBA between 10:00 p.m. and 6:59 a.m.
120

121 (3) In areas zoned agricultural or industrial, 75, dBA at all times.
122

123 (c) It shall be unlawful to allow or to cause a noise nuisance to be produced whether
124 measured or not, at any time, in any zoning category.
125

126 (d) Exemptions. The following uses and activities shall be exempt from noise level
127 regulations:
128

129 1. The unamplified human voice.
130

131 2. Air conditioners, when this equipment is functioning in accord with the
132 manufacturer's specifications and in proper operating condition.
133

134 3. Garbage and refuse collection between the hours of 7:00 a.m. and 10:00
135 p.m.
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137 4. Lawn maintenance and farming activities between the hours of 7:00 am
138 and 10:00 p.m.

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5. Outdoor school events, including athletic and playground activities, whether a public or private school.
6. Construction operations for which building permits have been issued, or construction operations not requiring permits due to ownership of the project by an agency of government, are exempt, providing all equipment is operated in accord with the manufacturers' specifications and with all standard equipment, manufacturers' mufflers and noise-reducing equipment in use and in proper operating condition, between the hours of 7:00 a.m. and 10:00 p.m.
7. Noises of safety signals, warning devices, emergency pressure relief valves and bells and chimes of churches.
8. Noises resulting from any authorized emergency vehicle when responding to an emergency call or acting in time of emergency.
9. Noises resulting from emergency work as defined in section 42-62.
10. Any other noise resulting from activities of a temporary duration permitted by law and for which a license or permit has been granted by the county in accordance with section 42-65 of this section.
11. The annual Pensacola Interstate Fair, held in October of every year. All other events held at the Pensacola Fairgrounds are not exempt unless in possession of a special event permit as set forth in section 42-65.
12. All noises coming from the normal operations of railroad trains.
13. All noises coming from the normal operations of aircraft (not including scale model aircraft).
14. Those motor vehicles controlled by § 316.293, Fla. Stat., as amended, are exempt, but not those motor vehicles exempted from coverage.
15. Motor vehicles as defined in § 316.003, Fla. Stat.
16. Generators that are used to provide power during an outage are exempt, providing that the generator is operating in accordance within the manufacturer's specifications, with all standard equipment, and is in proper operating condition.

180 **Sec. 42-66 – Special Event Permits.**

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184

Outdoor gatherings, dances, shows, sporting events, concerts and other similar outdoor events may obtain a limited waiver of the noise ordinance standards from the Escambia County Board of County Commissioners by obtaining a permit pursuant to

185 the following procedure:

186

187 1. The applicant shall file a permit application with the County Administrator on a
188 form prepared by the County which shall set forth at the minimum:

189

190 a. The name and address of the applicant.

191

192 b. The address of the site for the event.

193

194 c. The dates and time of the event.

195

196 d. The activity which will exceed the limits established by the noise
197 abatement ordinance.

198

199 e. The steps that will be taken to minimize the disturbance to the surrounding
200 or neighboring properties.

201

202 2. The County Administrator shall provide the permit application as well as any
203 other available information, to the Board of County Commissioners for consideration at
204 a meeting of the Board of County Commissioners.

205

206 3. A permit granted by the Board of County Commissioners shall indicate the dates
207 and times during which noise at the subject event may exceed the limits established by
208 the noise abatement ordinance. However, if a permit does not indicate the applicable
209 times for the waiver, then the permit shall not allow the excessive noise to begin earlier
210 than 12:00 noon or to extend beyond 10:30 p.m. or to continue for a period of more than
211 four hours between the hours of 12:00 noon and 10:30 p.m.

212

213 4. The Board of County Commissioners may impose any other conditions on the
214 permit as it deems necessary to reduce the disturbance to surrounding or neighboring
215 properties.

216

217 5. Violation of the terms or conditions set forth in the permit shall constitute a
218 violation of the Escambia County Noise Abatement Ordinance.

219

220 **Sec. 42-67 – Additional remedies.**

221 The operation or maintenance of any device, instrument, vehicle or machinery in
222 violation of any provisions of this article which endangers the comfort, repose, health
223 and peace of residents in the unincorporated areas of the county is declared to be a
224 public nuisance, and the county is authorized to pursue any and all remedies therefore.
225 Nothing in this article shall be construed to limit any private right of action.

226

227 **Sec. 42-68 – Enforcement and Penalties.**

228

229 All violations of this article shall be investigated, cited, processed, adjudicated
230 and punished in the same manner as a misdemeanor by the Escambia County Sheriff 's
231 Department or by other sworn law enforcement officers. Upon conviction, a violator
232 may be punished by a fine not to exceed \$500.00 or by imprisonment in the county jail
233 not to exceed 60 days, or by both fine and imprisonment, for each violation.
234

235 **Sec. 42-69 – Territorial effect.**

236
237 This article shall be effective in all areas of unincorporated Escambia County.
238

239 **SECTION 2. SEVERABILITY.**

240
241 If any section, sentence, clause or phrase of this Ordinance is held to be invalid
242 or unconstitutional by any Court of competent jurisdiction, then said holding shall in no
243 way affect the validity of the remaining portions of this Ordinance.
244

245 **SECTION 3. INCLUSION IN THE CODE.**

246
247 It is the intention of the Board of County Commissioners that the provisions of
248 this Ordinance shall be codified as required by Section 125.68, Fla. Stat. (2012); and
249 that the sections, subsections and other provisions of this Ordinance may be
250 renumbered or relettered and the word "ordinance" may be changed to "section",
251 "article", or such other appropriate word or phrase in order to accomplish such
252 intentions.
253

254 **SECTION 4. EFFECTIVE DATE.**

255
256 This Ordinance shall become effective upon filing with the Department of State.

257 DONE AND ENACTED THIS _____ DAY OF _____, 2012.

258 BOARD OF COUNTY COMMISSIONERS
259 ESCAMBIA COUNTY, FLORIDA

260
261 _____
262 , Chairman

263 ATTEST: ERNIE LEE MAGAHA
264 Clerk of the Circuit Court

265
266 _____
267 Deputy Clerk
268

269
270 (Seal)

271
272

273 Enacted: _____
274 Filed with Department of State: _____
275 Effective: _____
276

DRAFT

VERSION "C"

ORDINANCE 2012-__

AN ORDINANCE RELATING TO ESCAMBIA COUNTY, FLORIDA; REPEALING CHAPTER 42, ARTICLE III, SECTIONS 42-61 THROUGH 42-70 OF THE CODE OF ORDINANCES; REPEALING THE COUNTY NOISE ABATEMENT ORDINANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the County has the authority to provide for noise abatement regulations pursuant to Fla. Const. Art. II, Section 7, which provides that adequate provisions shall be made by law for the abatement of excessive and unnecessary noise, and under the home rule power of Escambia County, Florida specifically § 125.01(1), Fla. Stat.; and

WHEREAS,

WHEREAS,

WHEREAS,

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

Section 1. REPEAL AND REPLACE. Chapter 42, Article III, sections 42-61 through 42-70 is hereby repealed in its entirety and replaced with sections 42-61 through 42-71 as follows:

Sec. 42-61 – Short Title.

This ordinance shall be known as the Escambia County Noise Abatement Ordinance.

Sec. 42-62 – Purpose and Findings of Fact.

It is the purpose of this article to provide appropriate noise standards throughout the unincorporated areas of Escambia County. The Board of County Commissioners finds:

- 1. That noise exceeding those standards is detrimental to the public's quality of life, health, comfort, convenience, safety and welfare.

- 47 2. Excessive noise or vibration can cause adverse psychological and
48 physiological effects on humans.
49
50 3. A substantial body of science and technology exists by which noise may
51 be measured and substantially abated.
52

53 **Sec. 42-63 – Scope**

54
55 This chapter shall be effective throughout the unincorporated area of Escambia County.
56

57 **Sec. 42-64 – Terminology, standards, and definitions.**

58
59 (a) *Terminology and standards.* All technical acoustical terminology and standards
60 used in this chapter which are not defined in subsection (b) shall be read or construed in
61 conformance with the American National Standards Institute, Inc. ("ANSI") publication
62 entitled "Acoustical Terminology," designated as ANSI S1.1-1960, or its successor
63 publication.
64

65 (b) *Definitions.* The following words, terms and phrases, when used in this chapter,
66 shall have the meanings ascribed to them in this section, unless the context clearly
67 indicates a different meaning:
68

69 (1) *A-weighted sound pressure level* shall mean the sound pressure level, in
70 decibels, as measured on a sound level meter using the A-weighting network.
71 The level so read shall be designated as dB(A).
72

73 (2) *Ambient noise level* shall mean the total outdoor sound pressure level at a
74 location due to all normally occurring sound sources.
75

76 (3) *ANSI* shall mean the American National Standards Institute.
77

78 (4) *Construction* shall mean any site preparation, assembly, erection,
79 substantial repair, alteration, or similar action, for or on public or private
80 thoroughfares, structures, utilities or similar property.
81

82 (5) *Decibel or dB* shall mean a unit for describing the amplitude of sound,
83 equal to twenty (20) times the logarithm to the base 10 of the ratio of the
84 pressure of the sound measured to the reference pressure, which is twenty (20)
85 micropascals per square meter.
86

87 (6) *Demolition* shall mean any dismantling, destructing or razing of structures,
88 utilities, public or private thoroughfares, or similar property.
89

90 (7) *Emergency* shall mean any occurrence or circumstance involving actual or
91 imminent physical death or trauma, or property damage, demanding immediate
92 emergency work or service.

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(8) *Emergency work or emergency service* shall mean any labor performed for the purpose of preventing or alleviating, or attempting to prevent or alleviate, an emergency.

(9) *Equivalent sound pressure level (Leq)* shall mean a sound level descriptor based on the average acoustic intensity over time. Leq is intended as a single number indicator to describe the mean energy or intensity level over a specified period of time during which the sound level fluctuated. Leq is measured in dB and must be A-weighted.

(10) *Leq*, see definition for "equivalent sound pressure level."

(11) *Multifamily residential dwelling* shall mean a building designed or used exclusively for residential occupancy by two (2) or more families.

(12) *Multifamily residential dwelling unit* shall mean the portion of a multifamily residential dwelling designed or used exclusively for residential occupancy by only one (1) family.

(13) *Noise* shall mean any sound produced in such quantity and for such duration that it annoys, disturbs or may injure a man or woman of normal sensitivities.

(14) *Noise-sensitive zone* shall mean a quiet zone where serenity and quiet are of extraordinary significance, which is open or in session, and which is demarcated by conspicuous signage identifying it as a noise-sensitive or quiet zone. Noise-sensitive zones may include schools, public libraries, churches, hospitals, nursing homes, and other areas defined as such pursuant to a resolution adopted by the Board of County Commissioners.

(15) *Person* shall mean an individual, association, partnership, or corporation, including any officer, employee, department, agency or instrumentality of the United States, the state or any political subdivision thereof.

(16) *Plainly audible sound* shall mean any sound that is easily detected by a listener above background noises.

(17) *Property line* shall mean an imaginary line along the surface of land or water, and its vertical plane extension, which separates the real property owned, rented or leased by a person from the real property owned, rented or leased by another person. Where the real property owned, rented or leased by a person abuts a waterbody, the term "property line" shall mean the established normal high water elevation of the waterbody.

- 138 (18) *Public right-of-way* shall mean any street, avenue, boulevard, highway,
139 sidewalk, alley, or similar place normally accessible to the public which is owned
140 or controlled by the county.
141
- 142 (19) *Pure tone* shall mean any sound which can be distinctly heard as a single
143 pitch or a set of single pitches.
144
- 145 (20) *Residential areas* means recorded and unrecorded subdivisions and those
146 areas in which there is a concentration of residential dwelling units on lots or
147 tracts of less than five (5) acres.
148
- 149 (21) *RMS sound pressure* shall mean the square root of the time averaged
150 square of the sound pressure.
151
- 152 (22) *Single-family residential dwelling* shall mean a detached dwelling
153 containing complete housekeeping facilities for only one (1) family, designed for
154 or occupied exclusively by one (1) family for usual domestic purposes, and
155 having no enclosed space or cooking facilities or sanitary facilities in common
156 with any other dwelling.
157
- 158 (23) *Single-family residential dwelling lot* shall mean the parcel of land upon
159 which a single family residential dwelling is located.
160
- 161 (24) *Sound* shall mean an oscillation in pressure, stress, particle displacement,
162 particle velocity or other physical parameter, in a medium (typically air). The
163 description of sound may include any characteristic of such sound, including
164 duration, intensity, and frequency.
165
- 166 (25) *Sound level* shall mean the sound pressure level obtained by the use of a
167 sound level analyzer using weighting A, B, or C as specified in American National
168 Standards Institute specifications for sound level analyzers (ANSI S1.4-1971), or
169 successor publications. If the weighting employed is not indicated, the A-
170 weighting shall apply.
171
- 172 (26) *Sound level analyzer* shall mean an instrument which includes a
173 microphone, amplifier, RMS detector, integrator or time averager, output meter,
174 and weighting network used to measure sound pressure levels. The output
175 analyzer reads sound pressure level when properly calibrated. The sound level
176 analyzer shall be of Type 2 or better, as specified in the American National
177 Standards Institute publication entitled "Specifications for Sound-Level Meters,"
178 designated as ANSI S1.4-1971 or successor publications.
179
- 180 (27) *Sound pressure* shall mean the instantaneous difference between the
181 actual pressure and the average or barometric pressure at a given point in
182 space, as produced by the presence of sound energy.
183

184 (28) *Sound pressure level* shall mean twenty (20) times the logarithm to the
185 base ten (10) of the ratio of the RMS sound pressure to the reference pressure of
186 twenty (20) micro-Pascals per square meter. The sound pressure level is
187 denoted Lp (or SPL) and is expressed in decibels.

188
189 (29) *Use* shall mean any activity, event, operation or facility which creates
190 noise.

191
192 (30) *Vibration measuring device (VMD)* means a three (3) component vibration
193 measuring device.

194
195 (31) *Vibration* shall mean a periodic motion of the particles of an elastic body or
196 medium in alternatively opposite directions from the position of equilibrium when
197 that equilibrium has been disturbed; the action of vibrating; the state of being
198 vibrated. As applied in this chapter shall mean ground-borne vibration.

199
200 **Sec. 42-65 – Maximum permissible sound levels; land use acoustic categories;**
201 **times; measurement descriptors; and adjustment for character of sound.**
202

203 (a) Table 1 lists land use acoustic categories described by the letter symbol A, B, C,
204 and D. These land use acoustic categories are to be used for the correlating times set
205 forth in Table 2, the Sound Level Limits. Subject to subsections (b), (c), and (d) of this
206 section, the sound level limits set forth in Table 2 by the land use acoustic categories
207 described in Table 1, shall not be exceeded at the receiving property line by noise
208 emanating from either the same land use acoustic category or by a different land use
209 acoustic category. (For example, the sound level limit for a noise sensitive zone at any
210 time is 55 dB(A) as shown in Table 2. This sound level limit of fifty-five (55) dB shall not
211 be exceeded by noise emanating from a residential area at any time although the noise
212 level limit of the residential property is sixty-five (65) dB(A) from 7:00 a.m. until 10:00
213 p.m.).

214
215 TABLE 1—LAND USE ACOUSTIC
216 CATEGORIES
217

Letter Symbol for Land Use Acoustic Category	Description of Land Use Acoustic Category
A	Noise-sensitive zone.
B	Residential areas, hotels, motels, time share condominiums, picnic areas, recreation areas, playgrounds, active sports areas, or parks.
C	Commercial or professional/office areas where commerce, e.g. retail sales, and/or professional services are offered, or areas zoned as such, excluding commercial areas used for industrial uses.
D	Industrial or commercial areas where manufacturing,

production/shipping, or other industrial uses occur.

TABLE 2—TIME AVERAGED (LEQ)
A-WEIGHTED SOUND PRESSURE
LEVEL LIMITS

Land Use Acoustic Category*	Time	Sound Level db(A)
A	Any time	55
B	7:00 a.m. to 10:00 p.m.	65
B	10:00 p.m. to 7:00 a.m.	55
C	7:00 a.m. to 10:00 p.m.	65
C	10:00 p.m. to 7:00 a.m.	60
D	Any time	75

*See Table 1 above for correlation of letter symbol with description of land use acoustic category.

(b) For any source of sound which emits a pure tone, the sound level limits set forth in Table 2 shall be reduced by five (5) dB(A).

(c) The land use acoustic categories set forth in subsection (a) shall be subject to existing special use permits, special exceptions, conditional zoning, nonconforming uses, and variances.

(d) Existing commercial uses as of the adoption date of this ordinance shall comply with the noise and vibration standards no later than six (6) months from said adoption date.

(e) Existing industrial uses as of the adoption date of this Ordinance shall comply with the noise and vibration standards no later than one (1) year from said adoption date.

Sec. 42-66 – Measurement of sound.

(a) Sound shall be measured with a sound level analyzer.

(b) The sound level shall be measured at a distance no closer than the property line of the parcel or lot from which the sound is emanating.

- 249 (c) A measurement period shall not be less than fifteen (15) minutes, must be
250 continuous, must be taken at the time when normal operation of any loud noise source
251 is occurring, and must report the Leq value for the time period.
252
- 253 (d) The sound being measured shall be representative of the sound which instigated
254 the complaint.
255
- 256 (e) A measurement shall be recorded so as to secure and ensure an accurate
257 representation of the sound.
258
- 259 (f) A measurement should be taken at approximately five (5) feet above the ground
260 or surface away from any obstructing or reflecting surface.
261
- 262 (g) A microphone windscreen shall be required to avoid wind noise biasing of a
263 measurement.
264
- 265 (h) All manufacturer's directions on the operation of the sound level analyzer shall be
266 followed (e.g., proper microphone angle).
267
- 268 (i) All sound level analyzers used for measurement shall be in conformance with
269 ANSI S1.4-1983 or successor publications.
270
- 271 (j) Instrumentation for sound level measurements shall be type 2 or better (ANSI
272 S1.4-1971) and must be capable of reporting values for the equivalent sound level (Leq)
273 in the units of dB, A-weighted (dB(A)).
274
- 275 (k) All octave and third octave band filter sets of the sound level analyzer shall be in
276 conformance with ANSI S1.11-1976 or successor publications.
277
- 278 (l) Calibration of all instruments, components, and attachments shall conform to the
279 latest ANSI standards.
280
- 281 (m) Measurements for sound shall be made by individuals trained in a noise
282 measurement program.
283

284 **Sec. 42-67 – Prohibited acts.**
285

- 286 (a) Subject to the provisions of sections 42-__ and 42-__, no person shall produce,
287 cause to be produced, or allow to be produced, by any means, any sound within any
288 private or public property, including a right-of-way, which sound, when measured
289 pursuant to section 42-__, exceeds the applicable sound level limits set forth in section
290 42-__.
291
- 292 (b) Subject to the provisions of sections 42-__ and 42-__, no person shall produce,
293 cause to be produced, or allow to be produced, by any means, any ground-borne

294 vibration at or beyond the property line of the parcel or lot from which the vibration is
 295 emanating in excess of that indicated in Table 6 as measured by the V.M.D

296
 297

TABLE 6—MAXIMUM ALLOWABLE GROUND-BORNE VIBRATION DISPLACEMENT

Frequency (Cycles per Second)	Vibration Displacement (In Inches)	
	Steady State	Impact
Under 10	.0005	.0010
10—19	.0004	.0008
20—29	.0003	.0006
30—39	.0002	.0004
40 & Over	.0001	.0002

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Sec. 42-68 – Exemptions.

The following uses and activities shall be exempt from noise level regulations:

1. The unamplified human voice.
2. Air conditioners are exempt when this equipment is functioning in accord with the manufacturer's specifications and in proper operating condition according to standards promulgated by the American Refrigeration Institute. The same exception shall apply to lawn mowers and agricultural equipment operated during daylight hours with original mufflers and noise reducing equipment in use.
3. Garbage and refuse collection between the hours of 7:00 a.m. and 10:00 p.m.
4. Lawn maintenance and farming activities between the hours of 7:00 am and 10:00 p.m.
5. Outdoor school events, including athletic and playground activities, whether a public or private school.
6. Construction operations for which building permits have been issued, or construction operations not requiring permits due to ownership of the project by an agency of government, are exempt, providing all equipment is operated in accord with the manufacturers' specifications and with all standard equipment, manufacturers' mufflers and noise-reducing equipment in use and in proper operating condition, between the hours of 7:00 a.m. and 10:00 p.m.
7. Noises of safety signals, warning devices, emergency pressure relief valves and bells and chimes of churches.

- 329 8. Noises resulting from any authorized emergency vehicle when responding to an
330 emergency call or acting in time of emergency.
331
332 9. Noises resulting from emergency work as defined in section 42-___.
333
334 10. Any other noise resulting from activities of a temporary duration permitted by law
335 and for which a license or permit has been granted by the county in accordance with
336 section 42-69 of this section.
337
338 11. The annual Pensacola Interstate Fair, held in October of every year. All other
339 events held at the Pensacola Fairgrounds are not exempt unless in possession of a
340 special event permit as set forth in section (42-69).
341
342 12. All noises coming from the normal operations of railroad trains are exempt.
343
344 13. All noises coming from the normal operations of aircraft (not including scale
345 model aircraft) are exempt.
346
347 14. Those motor vehicles controlled § 316.293, Fla. Stat., as amended, are exempt,
348 but not those motor vehicles exempted from coverage.
349
350 15. Motor vehicles defined in § 316.003, Fla. Stat., are exempt.
351
352 16. Generators that are used to provide power during an outage are exempt,
353 providing that the generator is operating in accordance within the manufacturer's
354 specifications, with all standard equipment, and is in proper operating condition.
355

356 **Sec. 42-69 – Special Event Permits.**
357

358 Outdoor gatherings, dances, shows, sporting events, concerts and other similar
359 outdoor events can obtain a limited waiver of the noise ordinance standards from the
360 Escambia County Board of County Commissioners by obtaining a permit pursuant to
361 the following procedure:
362

- 363 1. The applicant shall file a permit application with the County Administrator on a
364 form prepared by the County which shall set forth at the minimum:
365
366 a. The name and address of the applicant.
367
368 b. The address of the site for the event.
369
370 c. The dates and time of the event.
371
372 d. The activity which will exceed the limits established by the noise
373 abatement ordinance.
374

- 375 e. The steps that will be taken to minimize the disturbance to the surrounding
376 or neighboring properties.
377
- 378 2. The County Administrator shall provide the permit application as well as any
379 other available information, to the Board of County Commissioners for consideration at
380 a meeting of the Board of County Commissioners.
381
- 382 3. A permit granted by the Board of County Commissioners shall indicate the dates
383 and times during which noise at the subject event may exceed the limits established by
384 the noise abatement ordinance. However, if a permit does not indicate the applicable
385 times for the waiver, then the permit shall not allow the excessive noise to begin earlier
386 than 12:00 noon or to extend beyond 10:30 p.m. or to continue for a period of more than
387 four hours between the hours of 12:00 noon and 10:30 p.m.
388
- 389 4. The Board of County Commissioners may impose any other conditions on the
390 permit as it deems necessary to reduce the disturbance to surrounding or neighboring
391 properties.
392
- 393 5. Violation of the terms or conditions set forth in the permit shall constitute a
394 violation of this Ordinance.
395

396 **Sec. 42-70 – Additional remedies.**

397 The operation or maintenance of any device, instrument, vehicle or machinery in
398 violation of any provisions of this article which endangers the comfort, repose, health
399 and peace of residents in the unincorporated areas of the county is declared to be a
400 public nuisance, and the county is authorized to pursue any and all remedies therefore.
401 Nothing in this article shall be construed to limit any private right of action.
402

403
404 **Sec. 42-71 – Enforcement and Penalties.**
405

406 All violations of this article shall be investigated, cited, processed, adjudicated
407 and punished in the same manner as a misdemeanor, in accordance with § 125.69(1),
408 Fla. Stat., by the Escambia County Sheriff's Department or by other sworn law
409 enforcement officers. Upon conviction, a violator may be punished by a fine not to
410 exceed \$500.00 or by imprisonment in the county jail not to exceed 60 days, or by both
411 fine and imprisonment, for each violation.
412

413 **SECTION 2. SEVERABILITY.**
414

415 If any section, sentence, clause or phrase of this Ordinance is held to be invalid
416 or unconstitutional by any Court of competent jurisdiction, then said holding shall in no
417 way affect the validity of the remaining portions of this Ordinance.
418

419 **SECTION 3. INCLUSION IN THE CODE.**

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It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by Section 125.68, Fla. Stat. (2012); and that the sections, subsections and other provisions of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section", "article", or such other appropriate word or phrase in order to accomplish such intentions.

SECTION 4. EFFECTIVE DATE.

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

DONE AND ENACTED THIS _____ DAY OF _____, 2012.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

, Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

Deputy Clerk

(Seal)

Enacted: _____
Filed with Department of State: _____
Effective: _____

Perdido Key - 1

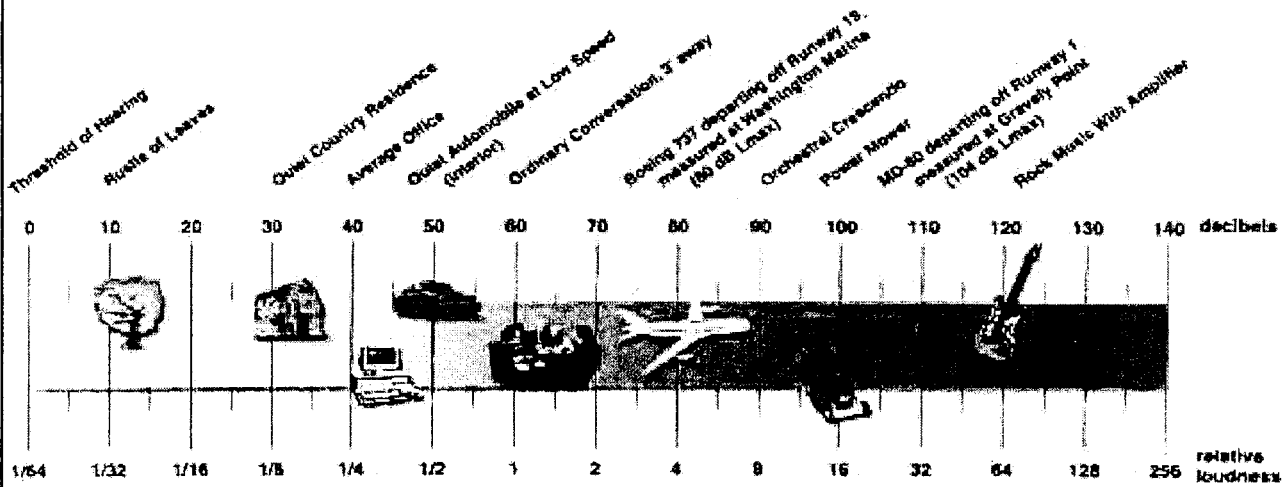
B. Perdido Key: In no event shall a person operate or cause to be operated or create any source of sound in such a manner so as to create a sound level which exceeds an average of 70 dbA (sound level measurement) when measured by taking four sound readings over a continuous 15 minute period, with the four readings taken at approximately at equal intervals. Those sound readings shall be taken at or within the property boundary of the receiving land use. With regards to sound measurements of live music performances, when possible, none of the four readings shall be taken during a break, intermission or other period when no music is emanating from the sound equipment.

Volusia County - 2

Sec. 50-498. – Loud, disturbing or unnecessary noises.

- (a) Some sounds may be such that they are not measurable or may not exceed the limits set out in this article, but they may be excessive, unnatural, prolonged, unusual and are a detriment to the public health, comfort, convenience, safety, welfare or prosperity of the residents of the unincorporated areas of the county.
- (b) With the exception of those exemptions provided by state law, noises prohibited by this article are unlawful notwithstanding the fact that no violation of section _____ is involved, and notwithstanding the fact that the activity complained about is exempted in subsection _____.
- (c) Thus, the following acts, among others, are declared to be loud, disturbing and unnecessary noises in violation of this article, but said enumeration shall not be deemed to be exclusive, namely:
 - (1) The sounding of any horn or signaling device on any automobile or other vehicle, except as a danger warning; the creation by means of any signaling device of any unreasonably loud or harsh sound; the sounding of any signaling device for any unnecessary or unreasonable period of time; and the unreasonable use of any signaling device.
 - (2) The using, operating or permitting to be played, used or operated of any radio, television, tape or record player, amplifier, musical instrument or other machine or device used for the production, reproduction or emission of sound, any prolonged sounds made by people, and the keeping of any pet or animal which causes frequent or long continuous noise in such a manner as to disturb the public peace, quiet and comfort of the neighboring inhabitants or at any time with greater intensity than is necessary for convenient hearing for the persons who are in the room, vehicle or chamber in which such sound emitter is operated and who are voluntary listeners thereto. Quieter standards are expected during nighttime hours.
- (d) Any person making a complaint under this section must sign a sworn affidavit prior to a warrant being issued; otherwise no such complaint will be honored.

TYPICAL SOUND LEVELS



The decibel (dB) is a unit for describing sound pressure levels. A-weighted sound measurements (dBA) are filtered to reduce the effect of very low and very high frequencies, better representing human hearing. With A-weighting, sound monitoring equipment approximates the human ear's sensitivities to the different sounds of frequencies.

Chart from the City of Alexandria website: <http://alexandriava.gov/tes/oeq/info/default.aspx?id=3840>
 Accessed 10/3/12

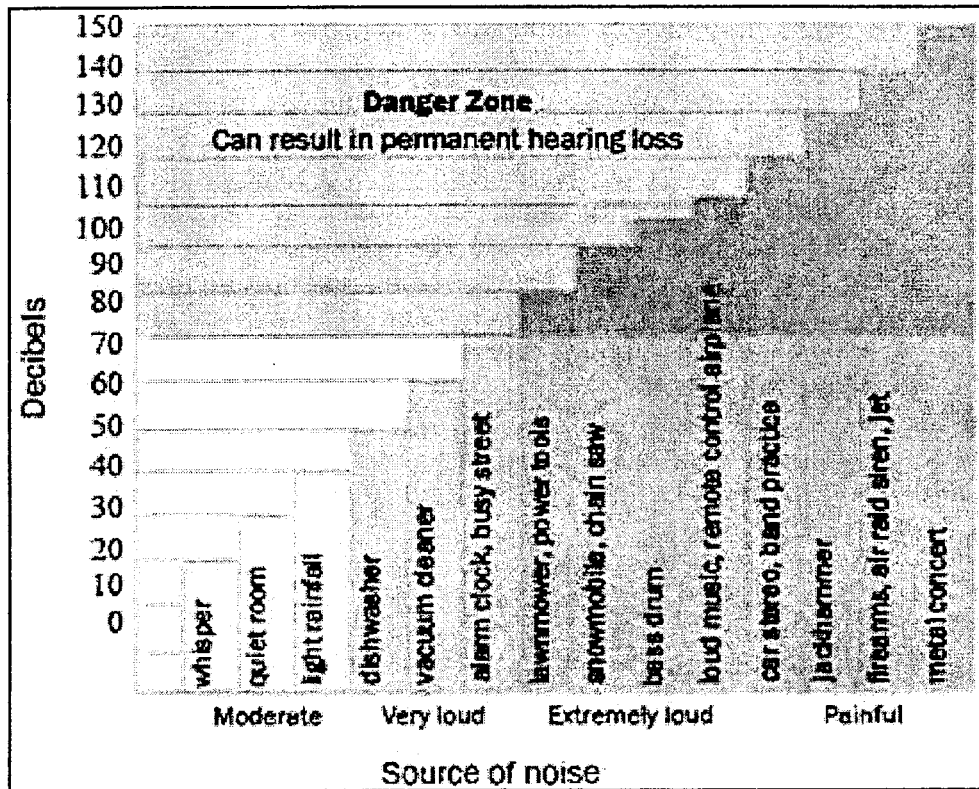


Chart from WebAnswers.com website; Accessed 10/3/12
<http://www.webanswers.com/misc/what-does-a-decibel-chart-look-like-a03487>

Decibel Levels of Environmental Sounds

<http://www.oshax.org/info/articles/decibel-levels>

Accessed 10/3/12

Source--Dangerous Level	dBA SPL
Produces Pain	120-140
Jet Aircraft During Takeoff (at 20 meters)	130
Snowmobile Tractor Without Cab	120
Rock Concert	110
Die Forging Hammer Gas Weed-Whacker Chain Saw Pneumatic Drill	100-105
Home Lawn Mowers	95 to 100 dB
Semi-trailers (at 20 meters)	90

Source--	dBA SPL
Discomfort Level	Above 80
Heavy Traffic	80
Automobile (at 20 meters)	70
Vacuum Cleaner	65
Conversational Speech (at 1 meter)	60
Quiet Business Office	50
Residential Area at Night	40
Whisper, Rustle of Leaves	20
Rustle of Leaves	10
Threshold of Audibility	0

sound-level meter

sound-level meter, device for measuring the intensity of noise, music, and other sounds. A typical meter consists of a microphone for picking up the sound and converting it into an electrical signal, followed by electronic circuitry for operating on this signal so that the desired characteristics can be measured. The indicating device is usually a meter calibrated to read the sound level in decibels (dB; a logarithmic unit used to measure the sound intensity). Threshold of hearing is about zero decibels for the average young listener, and threshold of pain (extremely loud sounds) is around 120 decibels, representing a power 1,000,000,000,000 (or 10^{12}) times greater than zero decibels.

The electronic circuitry can be adjusted to read the level of most frequencies in the sound being measured or the intensity of selected bands of frequencies. Because the alternating current (AC) signal received by the unit's microphone first must be converted to a direct current (DC), a time constant must be incorporated to average the signal. The constant selected depends on the purpose for which the instrument was designed or for which it is being used.

A typical sound-level meter can be switched between a scale that reads sound intensities uniformly for most frequencies—called unweighted—and a scale that introduces a frequency-dependent weighting factor, thus yielding a response more nearly like that of the human ear. A-frequency-weighting is the most commonly used standard, but B-, C-, D-, and Z-frequency-weightings also exist. The A-frequency-weighting scale is useful in describing how complex noises affect people. Thus, the scale is recognized internationally for measurements relating to prevention of deafness from excessive noise in work environments.

In the early 1970s, as concern about noise pollution increased, accurate, versatile, portable noise-measuring instruments were developed. Sound level is not a measure of loudness, as loudness is a subjective factor and depends on the characteristics of the ear of the listener. In an attempt to overcome this problem, scales have been developed to correlate loudness with objective measurements of sound. The Fletcher–Munson curve, for example, shows the relationship between loudness in decibels and subjectively judged loudness. Other variables have also been studied.

"sound-level meter". *Encyclopædia Britannica. Encyclopædia Britannica Online.* Encyclopædia Britannica Inc., 2012. Web. 03 Oct. 2012
<<http://www.britannica.com/EBchecked/topic/555351/sound-level-meter>>.



PAM CHILDERS
Clerk of the Circuit Court and Comptroller
Escambia County, Florida

AI-3756

Clerk & Comptroller's Report 14. 1.

BCC Regular Meeting

Consent

Meeting Date: 01/17/2013

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 and Comptroller's Finance Department

That the Board accept, for filing with the Board's Minutes, the following nine Reports prepared by the Clerk and Comptroller's Finance Department:

A. Payroll Expenditures for Pay Date January 4, 2013, in the amount of \$2,050,389.27;

B. The following three Disbursement of Funds:

(1) December 20, 2012, to December 26, 2012, in the amount of \$563,786.81;

(2) December 27, 2012, to January 2, 2013, in the amount of \$13,568,921.38; and

(3) January 3, 2013, to January 9, 2013, in the amount of \$3,553,135.43;

C. Tourist Development Tax Collections Data for the November 2012 returns received in the month of December 2012; this is the third month of collection for Fiscal Year 2012-2013; total collected for the November 2012 returns was \$339,864, which is a 4.11% increase over the November 2011 returns; total collections year to date are 9.56% higher than the comparable time frame in Fiscal Year 2011-2012;

D. The Investment Report for the month ended December 31, 2012, as required by Ordinance Number 95-13 (**BACKUP TO BE DISTRIBUTED UNDER SEPARATE COVER**); and

E. Budget Comparison Reports for three (3) months, or 25%, of Fiscal Year 2012-2013, as follows:

(1) Summarized, by fund, *Budget to Actual Summary Report For the fiscal year 2013 as of December 31, 2012*;

(2) *Comparison of Actual Revenues & Expenditures to Prior Fiscal Year For the fiscal year 2013 as of December 31, 2012*; and

(3) Graph of *Two Year Comparison General Fund Only Revenues vs. Expenditures October through December.*

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: January 4, 2013

Check No:	\$0.00
Direct Deposits:	\$1,035,228.13
Total Deductions and Matching Costs:	\$1,015,161.14
Total Expenditures:	\$2,050,389.27

ERNIE LEE MAGAHA
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL.
2013 JAN -3 A 10:50
CLERK OF THE BOARD OF
COUNTY COMMISSIONERS



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

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

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

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

Escambia County, Florida
 Disbursement of Funds From:

12/20/12 to 12/26/12

DISBURSEMENTS

Computer check run of:

<u>12/26/12</u>	\$ <u>0.00</u>
<u>L-Vendor</u>	\$ <u>491,074.66</u>

Hand-Typed Checks/ACH Checks:

\$ 0.00

Disbursement By Wire:

Debt Service Payment	\$ <u>5,500.00</u>
Preferred Governmental Claims	\$ <u>32,510.52</u>
Credit Card Purchases	\$ <u>15,176.63</u>
Kahane & Associates, P.A.	\$ <u>19,525.00</u>

Total Disbursement by Wire

\$ 72,712.15

TOTAL DISBURSEMENTS

\$ 563,786.81

HWC

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
 ESCAMBA COUNTY, FL
 2012 DEC 21 A 8:32
 COUNTY BOARD OF
 COMMISSIONERS



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

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

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

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

Escambia County, Florida
 Disbursement of Funds From:

12/27/12 to 01/02/13

DISBURSEMENTS

Computer check run of:

<u>01/02/13</u>	\$ <u>3,030,138.84</u>
<u>L-Vendor</u>	\$ <u>0.00</u>

Hand-Typed Checks/ACH Checks:

\$ 0.00

Disbursement By Wire:

Elected Official	\$ <u>8,157,180.13</u>
Preferred Governmental Claims	\$ <u>53,554.04</u>
Butler & Hosch, P.A.	\$ <u>39,425.00</u>
TIF - City of Pensacola - Redevelopment Trust Funds	\$ <u>2,288,623.37</u>

Total Disbursement by Wire

\$ 10,538,782.54

TOTAL DISBURSEMENTS

\$ 13,568,921.38

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

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

THE LEE MAGAHA
 CLERK OF CIRCUIT COURT
 ESCAMBA COUNTY, FL.

2013 JAN -2 P 2:48

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

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

PAM CHILDERS
CLERK OF THE CIRCUIT COURT AND COMPTROLLER
ESCAMBIA COUNTY, FLORIDA

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

Escambia County, Florida
 Disbursement of Funds From:

01/03/13 to 01/09/13

DISBURSEMENTS

Computer check run of:

<u>01/09/13</u>	\$ <u>3,042,701.61</u>
<u>L-Vendor</u>	\$ <u>484,010.75</u>

Hand-Typed Checks/ACH Checks:

\$ 0.00

Disbursement By Wire:

Preferred Governmental Claims	\$ <u>19,239.27</u>
Credit Card Purchases	\$ <u>7,183.80</u>

Total Disbursement by Wire

\$ 26,423.07

TOTAL DISBURSEMENTS

\$ 3,553,135.43

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.

2013 JAN 10 P 2:07
 SEMLE LEE MAGAHA
 CLERK OF CIRCUIT COURT
 ESCAMBIA COUNTY, FL.
 THE BOARD OF
 COUNTY COMMISSIONERS



Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder • Auditor

MEMORANDUM

TO: Honorable Board of County Commissioners

FROM: Honorable Pam Childers, CPA, CGFO

Pam Childers

Clerk of the Circuit Court and Comptroller

DATE: January 8, 2013

SUBJECT: Tourist Development Tax (TDT) Collections

CLERK OF THE BOARD OF
COUNTY COMMISSIONERS

2013 JAN -9 P 2:58

ERNIE LEE MAGAHA
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL

RECOMMENDATION:

That the Board accepts, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the November 2012 returns received in the month of December 2012, as prepared by the Finance Department of the Clerk and Comptroller's Office. This is the third month of collection for the fiscal year 2013.

- ✓ Total collected for the November 2012 returns was \$339,864. This is a 4.11% increase over the November 2011 returns.
- ✓ Total collections year to date are 9.56% higher than the comparable time frame in Fiscal Year 2012.

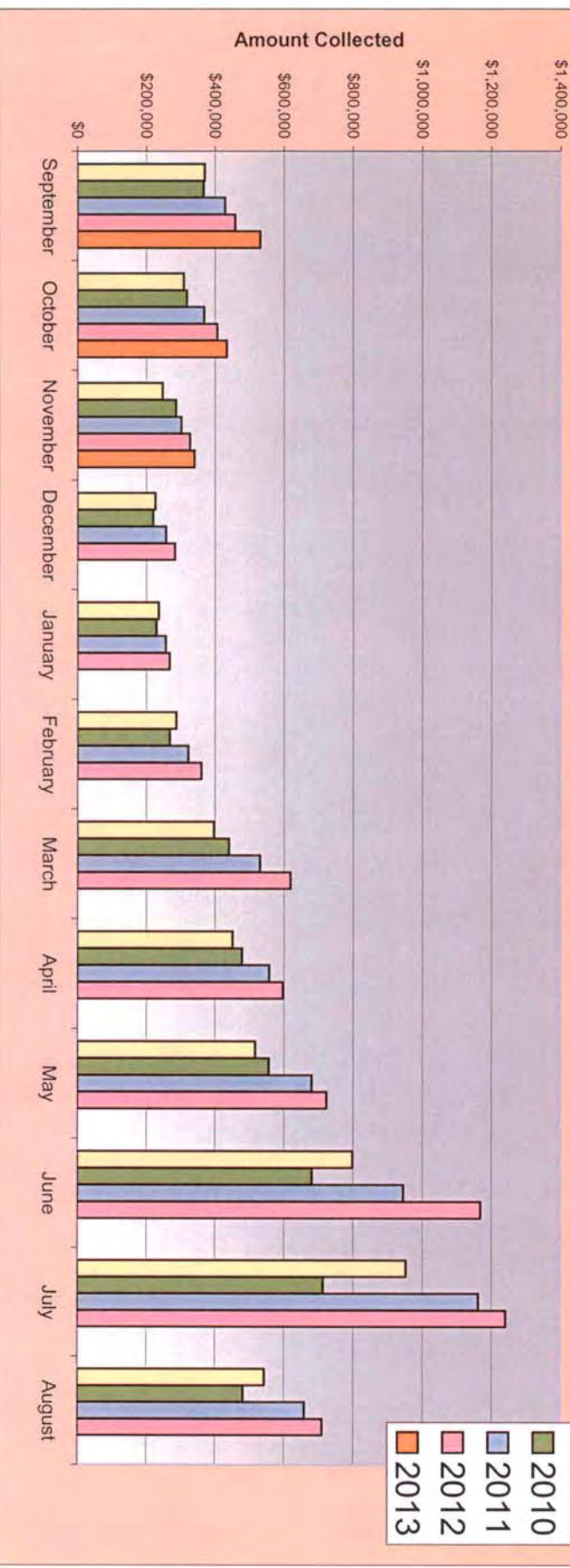
Please feel free to call me if you have any questions.

PC/PLS/nac

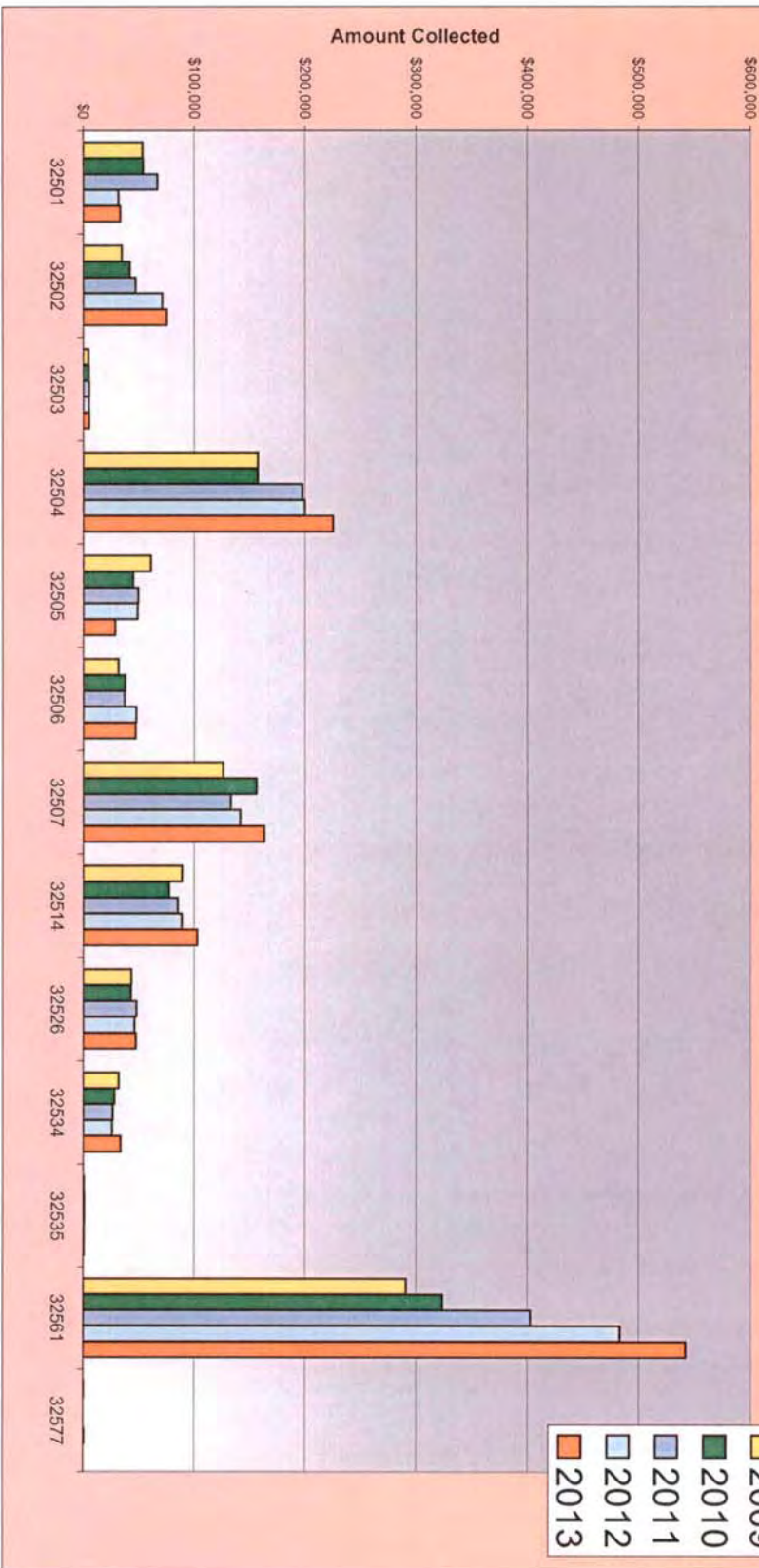
FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
 REPORTED IN FISCAL YEAR FORMAT
 ESCAMBIA COUNTY FLORIDA
 AS OF DECEMBER 2012

Zip Code	Fiscal Year 2013	Fiscal Year 2012	Difference	% Change
	YTD Collected	YTD Collected		
32501	33,337	31,939	1,398	4%
32502	75,434	71,337	4,097	6%
32503	5,249	4,944	305	6%
32504	225,154	199,586	25,568	13%
32505	28,705	48,802	(20,097)	-41%
32506	47,121	47,644	(523)	-1%
32507	163,274	141,410	21,864	15%
32514	102,846	88,938	13,908	16%
32526	47,371	46,062	1,309	3%
32534	33,717	26,061	7,656	29%
32535	479	662	(183)	-28%
32561	541,842	482,940	58,902	12%
32562	-	-	-	0%
32577	-	425	(425)	100%
Total	\$ 1,304,529	\$ 1,190,750	\$ 113,779	10%

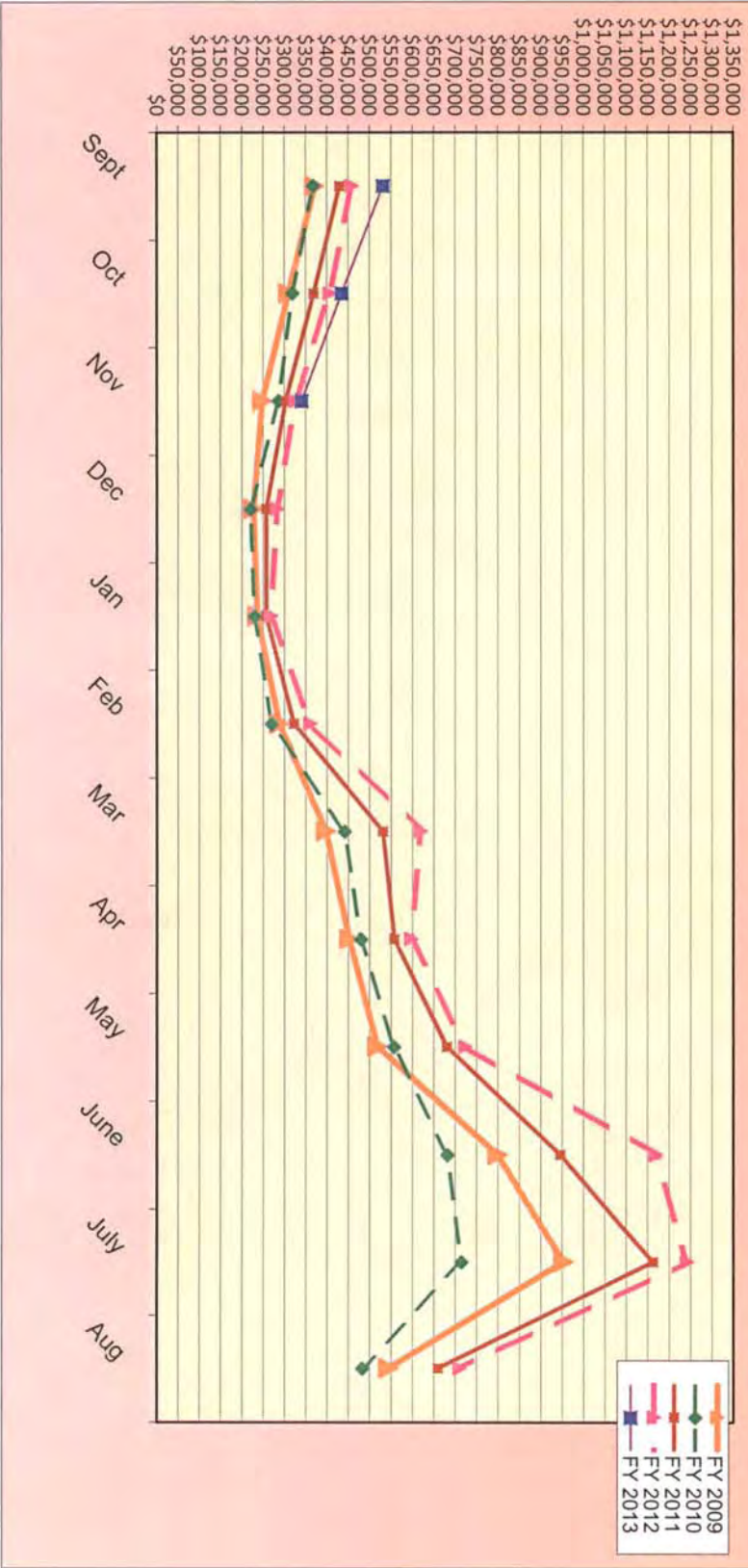
Tourist Development Tax Collections
5-Year Comparison
Returns through November 30, 2012



Tourist Development Tax Collections
 5-Year Comparison on a Monthly Basis
 September thru November Returns



**TOURIST DEVELOPMENT TAX
5 YEAR TRENDLINE
FY 2009 - FY 2013
Returns through November 30, 2012**



FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
 ESCAMBIA COUNTY FLORIDA
 FISCAL YEAR 2013
 AS OF DECEMBER 31 2012

Month of Collection	Zip Code									
	32501		32502		32503		32504		32505	
	Downtown Area	% OF Total	Other Downtown Area	% OF Total	Cordova Mall & South Area	% OF Total	Davis & Scenic Hwy South of I-10 including Airport Area	% OF Total	South of Michigan Av East of Mobile Hwy West of Pace Blvd	% OF Total
10/12	12,661	2%	27,713	5%	1,528	0%	73,197	14%	9,599	2%
11/12	11,148	3%	24,962	6%	1,704	0%	78,929	18%	8,936	2%
12/12	9,528	3%	22,759	7%	2,017	1%	73,028	21%	10,171	3%
Total	\$ 33,337	3%	\$ 75,434	6%	\$ 5,249	0%	\$ 225,154	17%	\$ 28,705	2%

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
10/12	15,753	3%	83,654	16%	33,847	6%	15,553	3%	9,695	2%
11/12	18,431	4%	49,162	11%	34,114	8%	17,748	4%	11,369	3%
12/12	12,937	4%	30,458	9%	34,884	10%	14,070	4%	12,653	4%
Total	\$ 47,121	4%	\$ 163,274	13%	\$ 102,846	8%	\$ 47,371	4%	\$ 33,717	3%

Month of Collection	Zip Code								Total Month	% OF Total
	32535		32561		32562		32577			
	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total		
10/12	110	0%	247,757	47%	-	0%	-	0%	531,066	100%
11/12	267	0%	176,827	41%	-	0%	-	0%	433,598	100%
12/12	102	0%	117,258	35%	-	0%	-	0%	339,864	100%
Total	\$ 479	0%	\$ 541,842	42%	\$ -	0%	\$ -	0%	\$ 1,304,529	100%

FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
 ESCAMBIA COUNTY FLORIDA
 FISCAL YEAR 2012
 AS OF DECEMBER 31, 2011

Month of Collection	Zip Code									
	32501		32502		32503		32504		32505	
	Downtown Area	% OF Total	Other Downtown Area	% OF Total	Cordova Mall & South Area	% OF Total	Davis & Scenic Hwy South of I-10 including Airport Area	% OF Total	South of 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%
Total	\$ 31,939	3%	\$ 71,337	6%	\$ 4,944	0%	\$ 199,586	17%	\$ 48,802	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%
Total	\$ 47,644	4%	\$ 141,410	12%	\$ 88,938	7%	\$ 46,062	4%	\$ 26,061	2%

Month of Collection	Zip Code								Total Month	% OF Total
	32535		32561		32562		32577			
	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total		
10/11	162	0%	199,210	43%	-	0%	244	0%	458,183	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%
Total	\$ 662	0%	\$ 482,940	41%	\$ -	0%	\$ 425	0%	\$ 1,190,750	100%

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

THREE (3%) PERCENT TOURIST TAX DOLLARS COLLECTED 2004-2013												
Month Of Collection	For The Month Of	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	
OCT	SEP	\$224,446	\$248,504	\$302,728	\$245,125	\$288,077	\$277,444	\$274,902	\$321,850	\$343,637	\$398,300	
NOV	OCT	211,517	232,619	262,261	224,646	238,591	231,361	238,423	276,214	304,579	325,198	
DEC	NOV	182,428	214,278	229,491	212,939	206,205	185,367	214,475	226,459	244,845	254,898	
TOTAL		\$618,390	\$695,401	\$794,480	\$682,710	\$732,873	\$694,173	\$727,800	\$824,524	\$893,061	\$978,396	

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

ADDITIONAL ONE (1%) PERCENT TOURIST TAX DOLLARS COLLECTED 2004-2013												
Month Of Collection	For The Month Of	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	
		OCT	SEP	\$72,025	\$80,772	\$100,760	\$61,708	\$96,026	\$92,482	\$91,634	\$107,283	\$114,546
NOV	OCT	68,243	77,125	87,266	74,882	79,530	77,120	79,474	92,072	101,526	108,399	
DEC	NOV	59,544	71,106	76,287	70,980	68,735	61,789	71,492	75,487	81,615	84,986	
	TOTAL	\$199,813	\$229,002	\$264,313	\$227,570	\$244,291	\$231,391	\$242,600	\$274,841	\$297,687	\$326,132	



Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder • Auditor

MEMORANDUM

TO: Honorable Board of County Commissioners

FROM: Honorable Pam Childers, CPA, CGFO
Pam Childers
 Clerk of the Circuit Court & Comptroller

DATE: January 8, 2013

SUBJECT: Budget Comparison Reports through December 31 for Fiscal Years 2012 and 2013

ERIN LEE MAGAHA
 CLERK OF CIRCUIT COURT
 ESCAMBIA COUNTY, FL
 2013 JAN -9 P 2:58
 CLERK OF THE BOARD OF
 COUNTY COMMISSIONERS

RECOMMENDATION:

That the Board accepts, for filing with the Board's Minutes, Budget Comparison Reports for three (3) months, or 25%, of Fiscal Year 2013 as follows:

1. Summarized, by fund, Budget to Actual Comparison as of December 31, 2012.
2. Actual Revenue and Expenditure Comparison to the prior fiscal year as of December 31, 2012
3. General Fund, graph of two-year comparison of actual revenues vs. actual expenditures, as of December 31, 2012.

PC/PLS/nac

Budget to Actual Summary Report
 For the fiscal year 2013
 as of December 31, 2012
 3 months or 25% of Fiscal Year

Fund # Fund Name	BUDGET ACTIVITY				Total Revenue		Total Expenditures		Difference Gain/(Use) of Fund Balance ¹
	BUDGET as originally published	Re-Budgets of Prior Yr. Projects	Budget Amendments	Amended Budget	2013 Actual Revenue	Percent Realized To Date	2013 Actual Expenditures	Percent Expended To Date	
001 General Fund	\$ 174,475,412	\$ 512,245	\$ 2,146,069	\$ 177,133,726	\$ 87,110,115	49%	\$ 37,525,036	21%	\$49,585,079
101 Esc. County Restricted	307,364	80,931	0	388,295	95,469	25%	55,012	14%	40,457
102 Economic Development	2,215,000	288,425	0	2,503,425	6,034	0%	176,429	7%	(170,395)
103 Code Enforcement	2,299,874	0	0	2,299,874	381,352	17%	409,244	18%	(27,892)
104 Mass Transit	9,673,536	0	0	9,673,536	979,198	10%	1,392,537	14%	(413,339)
106 Mosquito Control	18,500	0	0	18,500	0	0%	5,003	27%	(5,003)
108 Tourist Promotion	6,937,950	711,136	0	7,649,086	1,313,524	17%	1,495,092	20%	(181,568)
110 Grants Fund	1,042,543	2,892,149	1,129,502	5,064,194	201,173	4%	543,140	11%	(341,967)
112 Disaster Recovery	0	0	0	0	1,466	n/a	0	n/a	1,466
114 Misdemeanor Probation	2,328,561	386,004	0	2,714,565	542,802	20%	480,824	18%	61,978
115 Article V	2,990,505	144,609	0	3,135,114	533,588	17%	654,246	21%	(120,658)
116 Development Review Fees	366,970	3,200	0	370,170	81,664	22%	73,501	20%	8,163
117 Perdido Key Beach Mouse	0	80,000	0	80,000	228	n/a	0	n/a	228
120 SHIP	324,602	152,000	0	476,602	14	0%	70,091	15%	(70,077)
121 Law Enforcement Trust	0	0	0	0	55,792	n/a	0	n/a	55,792
124 Affordable Housing Grant	1,655,000	1,044	0	1,656,044	21,799	1%	66,089	4%	(44,290)
129 CDBG/HUD	3,801,896	754,681	175,460	4,732,037	614,430	13%	602,142	13%	12,288
130 Handicapped Parking	35,625	0	0	35,625	5,985	17%	1,231	3%	4,754
131 Family Mediation	100,000	0	0	100,000	187	0%	816	1%	(629)
143 Fire Protection Fund	11,344,133	0	0	11,344,133	8,737,977	77%	2,204,794	19%	6,533,183
145 E-911	1,330,000	10,224	0	1,340,224	(6,602)	0%	316,614	24%	(323,216)
146 HUD-CDBG Housing Rehab	50,000	0	0	50,000	205	0%	0	0%	205
147 HUD-Home Fund	3,770,727	204,360	0	3,975,087	384,328	10%	330,504	8%	53,824
151 Community Redevelopment	1,627,415	759,300	1,444	2,388,159	218,951	9%	379,467	16%	(160,516)
152 Southwest Sector	0	2,954,842	0	2,954,842	3,232	0%	38,782	1%	(35,550)
167 Bob Sikes Toll	2,897,500	525,169	0	3,422,669	615,459	18%	537,616	16%	77,843
175 Transportation Trust	18,865,054	1,520,212	0	20,385,266	3,697,506	18%	5,022,455	25%	(1,324,949)
177 StreetLighting and Road MSBU	785,234	0	0	785,234	681,791	87%	127,560	16%	554,231
181 Master Drainage	40,921	841,210	0	882,131	12,438	1%	36,780	4%	(24,342)

Budget to Actual Summary Report
For the fiscal year 2013
as of December 31, 2012
3 months or 25% of Fiscal Year

Fund # Fund Name	BUDGET ACTIVITY				Total Revenue	Percent Realized To Date	Total Expenditures	Percent Expended To Date	Difference Gain/(Use) of Fund Balance ¹
	BUDGET as originally published	Re-Budgets of Prior Yr. Projects	Budget Amendments	Amended Budget					
203 Debt Service	7,718,334	0	0	7,718,334	9,931,990	129%	8,570,827	111%	1,361,163
320 FTA Grants	0	169,550	0	169,550	514	0%	31,941	19%	(31,427)
333 New Road Construction	0	27,949	0	27,949	49	0%	0	0%	49
352 LOST III	32,414,883	57,405,526	0	89,820,409	5,343,992	6%	8,383,109	9%	(3,039,117)
401 Solid Waste	15,702,568	3,055,404	667,045	19,425,017	1,947,353	10%	5,453,136	28%	(3,505,783)
406 Inspections	2,196,835	667,045	(667,045)	2,196,835	387,322	18%	407,144	19%	(19,822)
408 EMS	13,996,111	222,950	0	14,219,061	2,341,169	16%	3,084,371	22%	(743,202)
409 Civic Center	6,650,074	344,568	0	6,994,642	577,759	8%	2,179,435	31%	(1,601,676)
501 Internal Service Fund	28,139,009	199,248	5,410,920	33,749,177	7,523,690	22%	6,935,907	21%	587,783
TOTALS	\$ 356,102,136	\$ 74,913,981	\$ 8,863,395	\$ 439,879,512	\$ 134,343,943	31%	\$ 87,590,875	20%	

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

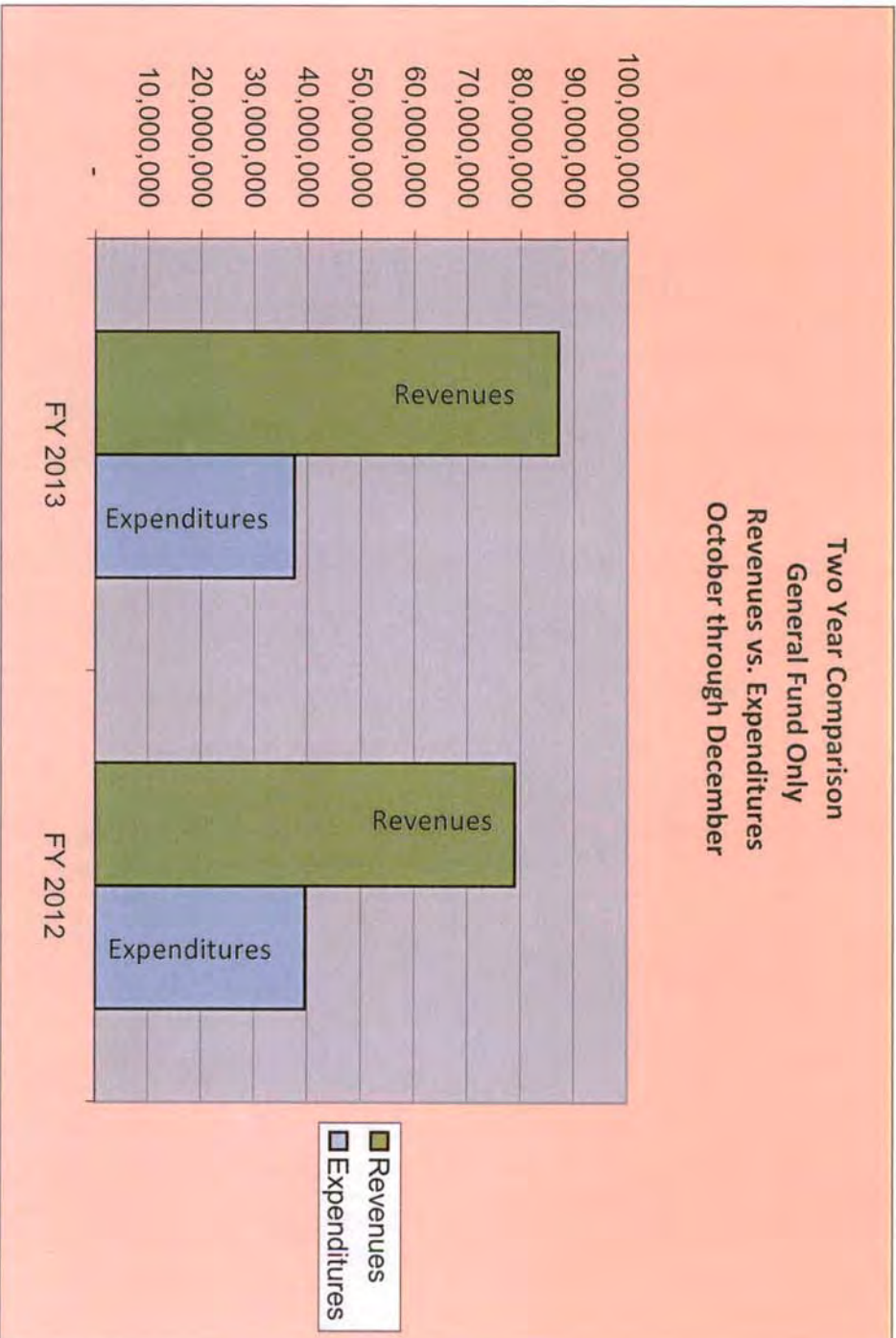
Comparison of Actual Revenues & Expenditures to Prior Fiscal Year
 For the fiscal year 2013
 as of December 31, 2012
 3 months or 25% of Fiscal Year

Fund #	Fund Name	Actual Revenue Oct - Dec Fiscal 2013	Actual Revenue Oct - Dec Fiscal 2012	Incr/(Dec) from Fiscal 2012	Actual Expenditures Oct - Dec Fiscal 2013	Actual Expenditures Oct - Dec Fiscal 2012	Incr/(Dec) from Fiscal 2012
001	General Fund	\$ 87,110,115	\$ 78,985,391	10%	\$ 37,525,036	\$ 39,649,753	-5%
101	Esc. County Restricted	95,469	63,895	49%	55,012	53,115	4%
102	Economic Development	6,034	147,909	-96%	176,429	233,333	-24%
103	Code Enforcement	381,352	461,796	-17%	409,244	538,354	-24%
104	Mass Transit	979,198	1,269,653	-23%	1,392,537	259,340	437%
106	Mosquito Control	-	54	-100%	5,003	2,673	100%
108	Tourist Promotion	1,313,524	2,669,028	-51%	1,495,092	1,622,645	-8%
110	Grants Fund	201,173	1,889,632	-89%	543,140	2,039,926	-73%
112	Disaster Recovery	1,466	107,374	-99%	-	-	n/a
114	Misdemeanor Probation	542,802	591,922	-8%	480,824	447,980	7%
115	Article V	533,588	508,581	5%	654,246	777,038	-16%
116	Development Review Fees	81,664	49,393	65%	73,501	47,253	56%
117	Perdido Key Beach Mouse	228	344	-34%	-	-	n/a
120	SHIP	14	29,966	-100%	70,091	96,466	100%
121	Law Enforcement Trust	55,792	1,573	3447%	-	-	n/a
124	Affordable Housing Grant	21,799	29,513	-26%	66,089	92,450	-29%
129	CDBG/HUD	614,430	1,054,737	-42%	602,142	946,254	-36%
130	Handicapped Parking	5,985	7,505	-20%	1,231	2,570	-52%
131	Family Mediation	187	307	-39%	816	1,931	-58%
143	Fire Protection Fund	8,737,977	7,677,360	14%	2,204,794	2,230,964	-1%
145	E-911	(6,602)	(4,624)	-43%	316,614	383,269	-17%

Comparison of Actual Revenues & Expenditures to Prior Fiscal Year
 For the fiscal year 2013
 as of December 31, 2012
 3 months or 25% of Fiscal Year

Fund #	Fund Name	Actual Revenue Oct - Dec Fiscal 2013	Actual Revenue Oct - Dec Fiscal 2012	Incr/(Dec) from Fiscal 2012	Actual Expenditures Oct - Dec Fiscal 2013	Actual Expenditures Oct - Dec Fiscal 2012	Incr/(Dec) from Fiscal 2012
146	HUD-CDBG Housing Rehab	205	196	5%	-	(740)	n/a
147	HUD-Home Fund	384,328	448,924	-14%	330,504	386,354	-14%
151	Community Redevelopment	218,951	306,427	-29%	379,467	224,390	69%
152	Southwest Sector	3,232	5,612	-42%	38,782	89,231	n/a
167	Bob Sikes Toll	615,459	575,071	7%	537,616	617,494	-13%
175	Transportation Trust	3,697,506	4,018,790	-8%	5,022,455	4,843,027	4%
177	Streetlighting and Road MSBU	681,791	627,135	9%	127,560	119,005	7%
181	Master Drainage	12,438	14,563	-15%	36,780	104,725	-65%
203	Debt Service	9,931,990	50,823,716	-80%	8,570,827	49,388,929	-83%
320	FTA Grants	514	798	-36%	31,941	4,500	n/a
333	New Road Construction	49	677	-93%	-	-	n/a
351	LOST II	-	20	-100%	-	(54,336)	-100%
352	LOST III	5,343,992	5,290,129	1%	8,383,109	8,517,475	-2%
401	Solid Waste	1,947,353	2,579,271	-24%	5,453,136	4,826,225	13%
406	Inspections	387,322	443,349	-13%	407,144	627,663	-35%
408	EMS	2,341,169	2,882,186	-19%	3,084,371	2,768,068	11%
409	Civic Center	577,759	1,003,022	-42%	2,179,435	2,516,896	100%
501	Internal Service Fund	7,523,690	5,196,656	45%	6,935,907	2,917,716	138%
	TOTALS	\$ 134,343,943	\$ 169,757,851	-21%	\$ 87,590,875	\$ 127,321,936	-31%

**Two Year Comparison
General Fund Only
Revenues vs. Expenditures
October through December**



Note: Revenues exceed Expenditures in the General Fund at this point in time due to the collection of the majority of Ad Valorem Taxes in December.



PAM CHILDERS
Clerk of the Circuit Court and Comptroller
Escambia County, Florida

AI-3759

Clerk & Comptroller's Report 14. 2.

BCC Regular Meeting

Consent

Meeting Date: 01/17/2013

Issue: Acceptance of the Santa Rosa Island Authority Report on Agreed Upon Procedures

From: Doris Harris, Deputy Clerk to the Board

Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of the Santa Rosa Island Authority Report on Agreed Upon Procedures

That the Board accept, for filing with the Board's Minutes, the Santa Rosa Island Authority's *Report on Agreed Upon Procedures*, as prepared by Saltmarsh, Cleaveland & Gund, Certified Public Accountants and Consultants; this Report has been provided to the Santa Rosa Island Authority (SRIA) for comments on findings and the responses from SRIA Officials are included in this Report.

Background:

In March 2012, the Board of County Commissioners' then Administrator, Randy Oliver, requested that the Clerk and Comptroller's Office conduct and coordinate an internal audit/review of the Santa Rosa Island Authority (SRIA). Amy Lovoy provided the Clerk's Office with a list of items to include in the review, such as: Review of leases and how they are negotiated, use and balance of the Island Infrastructure Fund, review of contract approval process and purchasing procedures, review of leases, review of residential caps, review of policies / procedures and management contract for toll both operations.

Attachments

SRIA Report



Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder • Auditor

MEMORANDUM

TO: Honorable Board of County Commissioners

FROM: Honorable Pam Childers, CPA, CGFO
Pam Childers
 Clerk of the Circuit Court & Comptroller

DATE: January 8, 2013

SUBJECT: Santa Rosa Island Authority Internal Audit

ERNEST LEE MAGAHA
 CLERK OF CIRCUIT COURT
 ESCAMBIA COUNTY, FL.
 2013 JAN -9 P 2:58
 CLERK OF THE BOARD OF
 COUNTY COMMISSIONERS

BACKGROUND:

In March, 2012, the Board of County Commissioners' (BOCC) then Administrator, Randy Oliver, requested that the Clerk & Comptroller's Office conduct and coordinate an internal audit/review of the Santa Rosa Island Authority (SRIA). Amy Lovoy provided the Clerk's Office with a list of items to include in the review such as: Review of leases and how they are negotiated, use and balance of the Island Infrastructure Fund, review of contract approval process and purchasing procedures, review of leases, review of residential caps, review of policies / procedures and management contract for toll booth operations.

RECOMMENDATION:

That the Board accepts, for filing with the Board's Minutes, the Santa Rosa Island Authority's Report on Agreed Upon Procedures, as prepared by Saltmarsh, Cleaveland & Gund, Certified Public Accountants and Consultants. This report has been provided to the Santa Rosa Island Authority for comments on findings and the responses from Santa Rosa Island Authority Officials are included in this report.

PC/PLS/nac

Attachments

ESCAMBIA COUNTY FLORIDA
CLERK OF THE CIRCUIT COURT

REPORT ON AGREED UPON PROCEDURES

Saltmarsh

Saltmarsh, Cleaveland & Gund

CERTIFIED PUBLIC ACCOUNTANTS AND CONSULTANTS

INDEPENDENT ACCOUNTANT'S REPORT ON APPLYING AGREED-UPON PROCEDURES

The Honorable Ernie Lee Magaha
Escambia County Florida
Clerk of the Circuit Court

We have applied the procedures enumerated on the following pages, which were agreed to by the Escambia County Florida Clerk of the Circuit Court (the "Clerk"), solely to assist the Clerk in its oversight responsibilities concerning the Santa Rosa Island Authority (the "Authority"). This agreed upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of these procedures is solely the responsibility of the Clerk. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which the report has been requested or for any other purpose.

We were not engaged to, and did not conduct an audit, the objective of which would be the expression of an opinion on the accounting records. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the information and use of the Clerk and is not intended to be and should not be used by anyone other than this specified party.



Pensacola, Florida
July 31, 2012

AGREED-UPON PROCEDURES AND FINDINGS

PROCEDURES:

1. Initial interviews with Authority officials regarding areas subject to our detail procedures:
 - Executive Director
 - Director of Finance
 - Director of Administration
 - Events Coordinator
 - Authority Attorney

After interviews were completed, we discussed results with the Clerk and inquired as to whether the following procedures should be modified.

FINDINGS:

We conducted the initial interviews in April 2012. The Director of Administration had resigned in order to take a position with Santa Rosa County, therefore she was unable to be interviewed and the position was still vacant. However, other Authority personnel were able to provide information to us related to questions that would have been posed to her. In addition, we interviewed the Director of Development when it was determined that he would be able to answer questions related to the toll booth operations and the development cap. Interviews were conducted as follows:

Executive Director	Buck Lee	April 20, 2012
Director of Finance	Dottie Ford	April 20, 2012
Director of Development	Paolo Ghio	April 26, 2012
Events Coordinator	Robbie Lofty	April 26, 2012
Authority Attorney	Mike Stebbins	April 25, 2012

The information gathered from these interviews was compiled and discussed with Patty Sheldon from the Clerk's office on May 16, 2012. At that time, no modifications were made to the planned procedures.

PROCEDURES:

2. Expenditures:
 - Reviewed contract approval process and purchasing procedures.
 - Reviewed procedures surrounding the Island Infrastructure Fund, including how expenditures are approved and expended. Expenditures greater than \$10,000 were tested for compliance with those procedures.
 - Reviewed contracts greater than \$10,000 awarded since September 30, 2006.

FINDINGS:

Contract Approval Process and Purchasing Procedures:

We obtained and reviewed a copy of the purchasing procedures and clarified any questions regarding the procedures with Dottie Ford. These procedures included requirements regarding vendor quotes, formal bids, written proposals, dollar limit approval thresholds, and exemptions from these requirements. In addition, we noted that the procedures had not been amended since November 8, 2006.

Recommendation:

The Authority should consider reviewing their procedures for continued relevance and editing to improve internal controls and efficiency.

Authority's Response:

The SRIA will review our current purchasing policy and see what amendments can be made to improve the procedures.

Island Infrastructure Fund:

We reviewed copies of the lease and amendments for Portofino and noted that the lease language does not include specific procedures for approval or expenditure of Island Infrastructure Fund ("IIF") monies. However, expenditures from the first \$6,000,000 (the current stage) of the IIF are limited to the following:

- First, to reimburse the lessee (Portofino developers) for all expenditures incurred by the lessee for required public infrastructure improvements made necessary by the lessee's development of the leased property.
- Second, for capital improvements and operation expenses to maintain capital improvements for underground utilities, landscaping and reclaimed water for Via de Luna from the core to the leased property.

Expenditures from the IIF collections in excess of \$6,000,000 are to be expended for other development and infrastructure needs (expanded uses) to include, but not be limited to, underground utilities, landscaping and reclaimed water applications, drainage needs, road improvements, public facilities, beach renourishment, and development needs at the discretion of the Authority.

However, per a lease amendment dated April 13, 2011, the lessee and the Authority agreed that disbursements may be made for expanded uses upon the mutual consent of the lessee and the Authority before the initial \$6,000,000 is incurred/reimbursed for infrastructure costs.

To test the expenditures made out of the IIF, we obtained a copy of the Portofino Beautification Analysis report from the Authority. This report contains detail of all inflows and outflows of the Island Infrastructure Fund. We tested the following expenditures greater than \$10,000 and agreed the date, amount and payee to copy of check issued. We also agreed the amount and payee to a copy of the invoice and to appropriate approval. No exceptions to these procedures were noted.

<u>Payee</u>	<u>Date</u>	<u>Amount</u>	<u>Description</u>
Island Resort Development	05/18/07	741,853.37	(1)
Island Resort Development	07/18/07	308,369.63	(1)
Baskerville-Donovan	07/15/09	2,238.00	Master Land Plan
Baskerville-Donovan	07/15/09	11,220.00	Parking Study
Baskerville-Donovan	08/14/09	3,440.00	Master Land Plan
Baskerville-Donovan	08/14/09	12,342.91	Parking Study
Baskerville-Donovan	09/18/09	3,635.00	Master Land Plan
Baskerville-Donovan	09/18/09	7,326.00	Parking Study
Baskerville-Donovan	10/09/09	13,266.00	Traffic Circulation and Parking Study
EDSA	11/17/09	63,937.88	Pensacola Beach Master Plan
EDSA	12/14/09	42,512.50	Pensacola Beach Master Plan
EDSA	01/26/10	52,030.36	Pensacola Beach Master Plan
EDSA	03/18/10	63,404.36	Pensacola Beach Master Plan
EDSA	04/07/10	13,322.73	Pensacola Beach Master Plan
Baskerville-Donovan	07/25/11	13,355.44	Landscape and Irrigation Design
EDSA	02/09/12	25,000.00	Pensacola Beach Master Plan
Baskerville-Donovan	03/15/12	11,980.32	Landscape and Irrigation Design

- (1) Payment was made to lessee to reimburse for costs incurred by lessee for installation of utilities on leasehold property, installation of underground power along Via de Luna, water line upgrade, and white sand fill.

For the first two amounts paid to Island Resort Development to reimburse the lessee for infrastructure costs incurred, mutual approval was accomplished via submission of the reimbursement request by the lessee and by Board approval on the part of the Authority. Subsequent projects were approved on a project-by-project basis and were documented in the Authority's Board minutes.

In addition to review of the above invoices from Baskerville-Donovan ("BDI"), we obtained and reviewed:

- Request for Qualifications to provide continuing Professional Engineering Services dated March 18, 2002.
- The response dated April 18, 2002 from BDI to the Request for Qualifications.
- Minutes of the May 8, 2002 meeting of the Board where the three responding firms presented and Board members were issued ballots to rank the firms following the presentations. The Board voted to accept BDI as the first choice with whom to negotiate engineering services.
- The Professional Services Agreement for Engineering Services dated July 10, 2002, with a term of five years, between BDI and the Authority. Section 2.2 of that agreement stipulates that the agreement is a "continuing contract" as defined under the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes.
- Minutes of the September 6, 2006 meeting of the Board to renew the contract with BDI for an additional five-year term upon expiration of the current term in March 2007.
- The Addendum to Professional Services Agreement for Engineering Services to extend the agreement through July 9, 2012.

In addition to review of the above invoices from EDSA, we obtained and reviewed:

- Request for Qualifications for Master Land Planner/Landscape Architect that was due on May 27, 2009.
- Minutes of the May 27, 2009 meeting of the Island Beautification Committee (the "Committee"), an ad hoc committee of the Authority Board, that listed the 16 respondents.
- Minutes of the June 3, 2009 meeting of the Committee where the rating sheet provided by Baskerville-Donovan was approved for the selection of the short list of respondents.
- Minutes of the June 10, 2009 meeting of the Committee where five firms were selected to present to the Committee.
- Minutes of the June 17, 2009 meeting of the Committee where selection criteria were determined to evaluate the short list of firms following the presentations.
- Minutes of the July 7, 2009 meeting of the Committee where the five firms were rated by each of the committee members on the previously determined criteria. As a result of these ratings, the Committee recommended approval of EDSA, the highest scoring firm, as the Master Planner/Landscape Architect.
- Minutes of the July 8, 2009 meeting of the Authority Board where the Board approved the Committee's selection of EDSA.

Contracts Awarded Since September 30, 2006:

Based on a discussion with Dottie Ford, the Authority does not have a practical way of accumulating data for all contracts awarded since September 30, 2006 since there is no tracking system in place to monitor the overall status or award dates of all contracts. Per Dottie Ford and Buck Lee, there are no contracts with outstanding balances that were awarded more than two years ago. As part of Procedure #4 below regarding commitments, we reviewed board minutes for October 1, 2010 through March 31, 2012 for indication of contracts awarded.

Recommendation:

In order to properly recognize and/or disclose outstanding contract commitments, as well as to provide a comprehensive historical record regarding projects undertaken, the Authority should implement a tracking system for all significant contracts awarded. The dollar threshold of contracts to be included should be determined internally and consistently applied, and the information tracked should include, but not be limited to, vendor name, project, date awarded, date completed, original bid, change orders, and final cost.

Authority's Response:

The SRIA has a file with the Administration Department where all contracts are kept and we will look into implementing a data base to help track contracts more efficiently.

PROCEDURES:

3. Leases:

- Reviewed new leases negotiated since September 30, 2006 with minimum lease fees over \$10,000.
- Reviewed significant leases amended since September 30, 2006 with minimum lease fees over \$10,000.
- Reviewed the status of any lots held by the Authority for redevelopment.
- Reviewed the status of any residential leases where structures have not been rebuilt since Hurricane Ivan.
- Reviewed monitoring of monthly lessee sales reports. We selected one month from each fiscal year from October 1, 2006 through March 31, 2012 and tested the ten highest sales reports plus five additional reports.
- Reviewed the enforcement of collections on delinquent leases. We will select one month from each fiscal year from October 1, 2006 through March 31, 2012 for testing.
- Obtained copy of databases for leases and MSBU tracking:
 - Determined what information is included in databases.
 - Determined how databases are used and secured.
 - Compared lease information between internal databases as of March 31, 2012 for leases with minimum lease fees over \$10,000.

FINDINGS:

New Leases and Lease Amendments:

During our initial interviews, all respondents indicated that no new leases have been negotiated since September 30, 2006. The Authority indicated that the Portofino lease had been amended since September 30, 2006 (as noted in Findings for Procedure #2) above, but that lease amendment did not affect lease fee amounts. In addition, several leases were amended when the Holiday Inn and the Dunes Motel purchased the Five Flags Inn. The Margaritaville hotel was built on the leasehold property of the old Five Flags Inn and the old Holiday Inn. Lease fees for these properties did not change as a result of the lease amendments.

Lots Held for Redevelopment:

Based on a discussion and map provided by Buck Lee, the following properties on the Sound side of Via de Luna (six consecutive lots between Avenida 17 and Avenida 18 and three consecutive lots on Via de Luna between Avenida 20 and 21) were identified as being held by the Authority for redevelopment:

- 905 Via de Luna Drive
- 907 Via de Luna Drive
- 909 Via de Luna Drive
- 911 Via de Luna Drive
- 913 Via de Luna Drive
- 915 Via de Luna Drive
- 1207 Via de Luna Drive
- 1211 Via de Luna Drive
- 1213 Via de Luna Drive

In addition to our inquiries of Authority personnel, we searched the Escambia County Property Appraiser's website and noted 16 additional properties owned by the Authority that had a use code of "Vacant Residential". After reviewing the property information for these properties, 12 were found to be easements, roads, conservation areas, parks, or other undevelopable land. Per Dottie Ford, the remaining four properties from this search should be included in the listing of properties that are held for redevelopment. Those properties are as follows:

- 1011 Via de Luna Drive
- 1203 Via de Luna Drive
- 1209 Via de Luna Drive
- 1300 Via de Luna Drive

The above lots held by the Authority are zoned as residential, but any potential buyer or developer would not be permitted to construct residential units on these properties because there are no remaining units available to be assigned for residential development on the Island. See Procedure #6 of this report regarding the development cap.

Recommendation:

The Authority should consult with legal counsel to determine options for sale or disposition of these lots, including the feasibility of requesting changes in zoning to allow for commercial development. Once options are determined, the Authority should develop a plan regarding their intentions and action steps, including whether to retain or dispose of these properties and the planned manner of any dispositions.

Authority's Response:

In the past we have received much resistance from nearby residents when we looked into zoning and other changes for these lots. Therefore, the SRIA intends to hold these lots until it is beneficial to do something with them or the building cap increases.

Residential Rebuild:

We ascertained from Authority personnel that the deadline for rebuilding residential structures damaged or destroyed by Hurricane Ivan was extended to May 2014. At that time, the Authority Board will determine whether another extension will be granted or whether lease default procedures will be initiated against any leaseholders that have not yet rebuilt.

The number of vacant residential lots by subdivision is as follows:

Subdivision	Lots
Deluna Point	8
La Caribe	1
Lafitte Cove	5
Lafitte Cove II	1
Santa Rosa Villas	24
Santa Rosa Villas, 1st Addition	4
Santa Rosa Villas, 2nd Addition	4
Santa Rosa Villas, the Gulf	5
Seashore Village	10
Villa Primera	55
Villa Sabine	30
Villa Segunda	119
White Sands	4
	<u>270</u>

Sales Reports:

To test the monitoring of monthly lessee sales reports, we selected the following months and tested the ten highest sales reports plus five additional reports:

- August 2007
- February 2008
- May 2009
- October 2010
- June 2011
- March 2012

During that testing, we agreed the lease amount due and month to a copy of the sales report completed by the lessee for that month, and we agreed gross sales per the lessee's sales tax return to the sales report submitted. However, we noted that for 12 of the items tested, no sales tax return was provided to the Authority. Per Dottie Ford, although the Authority requests copies of the sales tax return, it does not have the power to enforce submission since lessees and sublessees are not legally required to provide these forms to the Authority.

Recommendation:

The Authority should consider implementing additional monitoring procedures, such as independent verification of lessees' sales documentation and information, in order to ensure that lessees are reporting accurately and in good faith the amounts due to the Authority as lease fees. Any lessees that are frequently tardy with their reports or that fail to submit other requested information in a timely manner may be considered more likely to be selected for such review because of those higher risk factors. In addition, the Authority should consider editing future leases and amendments to allow for increased accountability on the part of the lessee, including a requirement for the submission of the monthly sales tax return.

Authority's Response:

The Authority does random internal audits where we pick seven commercial and five residential leases each month. Also, we have external audits on three to five commercial leases where all tax information is required. The main leaseholders who do not send in sales are subleases. They are constantly called and sent letters requesting them to send in the forms. Our attorney has stated we can't default a leaseholder for not submitting the form.

Delinquent Leases:

We selected the following months for testing of collections on delinquent leases:

- January 2007
- July 2008
- October 2009
- December 2010
- May 2011
- March 2012

For each month tested, we reviewed the Delinquent/Default List that showed action taken on all leases that were delinquent or in default as of the end of the month indicated. The Delinquent/Default List includes the lessee name, amount due, due date, date default letter was sent to lessee, and date default notice was sent to attorney. We noted that some leases had "Hurricane Repair" entered as the amount due and noted that a default letter had been sent to those lessees in 2006. As of March 31, 2012, only one lessee on the list was still in default due to failure to make hurricane repairs, and this case was under code enforcement investigation.

For lease payments that were due in the first half of the month selected, we noted that date of the default letter sent to lessee was within two days after the 15th of that month. For lease payments that were due in the last half of the month selected, noted that date of the default letter sent to lessee was within three days after the 31st of that month. For lease payments that were over 30 days past the date that the default letter had been sent, we noted that the default notice had been sent to attorney for collection proceedings.

However, we noted certain deviations from these standard procedures, as follows:

- From the July 2008 report, we noted one item over 30 days past the default letter date where no default notice had been sent to attorney for collection proceedings due to the nature of the amount (May late charge only). Amount was subsequently collected without attorney intervention.
- From the reports for December 2010, May 2011, and March 2012, we noted five, two and one items, respectively, that were over 30 days past the default letter date where no default notice had been sent to attorney for collection proceedings. The attorney was already involved in the lease default since the property was in foreclosure, so the standard default notice was not applicable for these items.
- From the March 2012 report, we noted one item less than 30 days past due where no default letter had been sent to the lessee because foreclosure proceedings had already been initiated.

As of March 31, 2012, the aging of the leases in default was as follows:

Hurricane repair defaults	1	
Non-hurricane defaults:		
30 days or less	28	includes 1 in foreclosure
31-60 days	5	includes 1 in foreclosure
61-90 days	7	includes 0 in foreclosure
90-365 days	14	includes 8 in foreclosure
1-2 years	5	includes 2 in foreclosure
2-3 years	1	includes 1 in foreclosure
	61	
	61	

Databases:

We obtained access to the Authority’s Access database as well as the CenterSoft database. Per Dottie Ford, Access is utilized only for mailing purposes and only the fields for names, addresses and property descriptions are actively maintained and used by the Authority. Lease terms, dates, and amounts were originally input but are not updated since they are not utilized in any way by the Authority. CenterSoft is used solely for billing purposes, and the Authority is concerned with names, lease amounts and lease payment due dates only in this system. Lease origination dates and renewal dates are not updated or utilized in either database. The server containing both of these databases is backed up weekly, and tapes are taken to Escambia County Public Safety for safeguarding.

With the information obtained from the databases, we selected all leases with lease fees greater than \$10,000 (43 leases). We agreed leaseholder names between the two databases without exception. However, since lease fee information is not updated in Access, none of the lease fees agreed between the two databases. We also attempted to compare lease effective dates and expiration dates, but since neither have been a focus in either system, we encountered many exceptions (58% exception rate for effective dates; 60% exception rate for expiration dates).

According to Dottie Ford, since most residential leases have terms of 99 years and the leases are decades away from expiration, the lease files are referenced directly when information is needed regarding effective dates or expiration dates for residential leases. For commercial leases, effective dates and expiration dates are maintained in an Excel spreadsheet for internal use by the Authority’s management.

Recommendation:

Ideally, all lease information should be housed in one system; however, if multiple systems and documents are utilized to maintain different types of lease information due to the limitations noted above, the information shared between those databases should be first verified to ensure that the most current information available is what is documented so that there no discrepancies in information between the different sources. Any fields not utilized in a particular system/document should be eliminated to remove the potential for personnel to inadvertently reference outdated information. For any fields that are shared by the databases, the Authority should expand its data entry procedures to include checks and balances to ensure that changes input and new information added is consistent between the different locations.

Authority's Response:

The SRIA has three databases which are used by its departments for different reasons and we will eliminate fields in our data bases which are not being used.

PROCEDURES:

4. Commitments:

- Reviewed Authority board minutes for October 1, 2010 through March 31, 2012 for indication of commitments or contracts greater than \$10,000 awarded but not yet fulfilled.
- Inquired regarding any unfulfilled verbal or written commitments or promises greater than \$10,000 made through March 31, 2012.

NDINGS:

Interviews and Board Minutes:

Based on our interview of Authority personnel and review of the minutes of the meetings of the Authority Board of Directors from October 1, 2010 through March 31, 2012, we noted the following outstanding commitments:

1. Beard Equipment Company	Front end loader lease
Lease term:	01/10/11 - 01/09/14
Monthly lease fee:	\$ 2,002
Remaining commitment as of March 31, 2012:	\$ 44,044
2. Nextbus Inc.	Trolley tracking system
Contract period:	05/15/11 - 10/14/15
Annual service fee:	\$ 2,549
Remaining commitment as of March 31, 2012:	\$ 10,194
3. UWF Haas Center	Economic impact study
Board approval date:	12/14/11
Contract amount:	\$ 31,500
Remaining commitment as of March 31, 2012:	\$ 31,500
4. Walter Tallman	Bands on the Beach sound and lights
Contract term:	03/16/11 - 09/24/13
Tuesdays in 2011:	\$ 375
Tuesdays in 2012:	\$ 400
Tuesdays in 2013:	\$ 425
Remaining commitment as of March 31, 2012:	\$ 13,175

5.	Olsen Associates	Beach nourishment
	Contract date:	01/09/12
	Contract amount:	\$ 112,100
	Remaining commitment as of March 31, 2012:	\$ 52,583
6.	J. Miller Construction	Boardwalk wood deck replacement
	Contract date:	01/11/12
	Base bid:	\$ 341,188
	Remaining commitment as of March 31, 2012:	\$ 334,888
<p>Note: In connection with this project, the Authority received \$200,000 as a loan from Escambia County. The loan is interest-free and is to be repaid in two installments of \$100,000 each on October 1, 2012 and October 1, 2013.</p>		
7.	Copy Products	Copy machines (4)
	Contract date:	09/09/09 - 09/08/13
	Monthly base fee:	\$ 2,588
	Remaining commitment as of March 31, 2012:	\$ 46,575
8.	BancorpSouth Equipment Finance	Street sweeper lease
	Contract date:	01/11/12; payments start 05/15/12
	Monthly lease fee:	\$ 3,465 plus \$50,000 due 05/15/15
	Remaining commitment as of March 31, 2012:	\$ 174,757
9.	Mediacom Business	Telephone services
	Contract date:	08/25/10
	Monthly base fee:	\$ 1,267
	Remaining commitment as of March 31, 2012:	\$ 17,732
10.	Verizon Wireless	Cellular phone services (51 units)
	Contract date:	04/27/11 - 04/26/12
	Monthly fee:	\$ 1,700
	Remaining commitment as of March 31, 2012:	\$ 1,700
Total remaining commitments as of March 31, 2012		\$ 727,147

Other:

Although not a commitment on the part of the Authority, we noted in the Board minutes the settlement of the dispute surrounding payment due to the Authority from the organizers of Deluna Fest 2010. After consultation with attorneys representing both parties and review of documentation by Authority staff, the Deluna Fest representatives agreed to pay the Authority \$9,041.32 to settle the matter, although Authority personnel had originally estimated the amount owed to be approximately \$16,000. Payment of \$9,041.32 was received by the Authority in February 2012. Subsequent to the 2010 event, Deluna Fest agreed to pay a fixed fee each year in an amount to be agreed upon between the Deluna Fest organizers and the Authority Board. Deluna Fest paid fixed fees of \$20,000 for the 2011 event and has agreed to pay another \$20,000 for the 2012 event.

PROCEDURES:

5. Toll booth:
 - Reviewed policies, procedures, and management contract in place for toll booth operations.
 - Obtained a copy of the database of season pass holders.
 - Reviewed procedures in place for season passes sold at the Authority office.
 - Reviewed toll booth vehicle counts compared to cash collections for October 1, 2007 through March 31, 2012.

FINDINGS:

Policies, Procedures and Contract:

We reviewed the cash handling procedures in place for toll booth staff and supervisors. Based on the information included, it appears that checks and balances have been put in place, but adjustments are frequently required when the toll booth equipment is not operating properly. However, discussions with Authority and Accustaff personnel revealed that the electronic vehicle count is frequently unreliable due to human error and/or equipment failure. Examples include exempt passage for emergency vehicles, manual entry granted when a vehicle does not have the dollar needed for the toll, manual entry granted when the equipment does not read a transponder as a valid season pass, or manual entry granted for motorcycles with a season pass sticker (transponders are not affixed to motorcycles). As a result, adjustments are needed on a regular basis to reconcile cash collected to vehicle count information. Due to these differences, reports from the toll booth system software are not considered to be a reliably accurate indicator of true toll booth traffic.

We noted that two separate documents existed regarding cash handling procedures, both of which contained essentially the same procedures. At the beginning of our testing, the Authority and Accustaff personnel were not aware of the duplication of documents.

The provisions of the toll facility management contract signed on March 24, 2010 between the Authority and Accustaff include details on the scope of services provided and compensation. The three-year contract period began on July 1, 2010 and will expire on June 30, 2013. Two optional one-year renewal terms are provided for in the contract as well. The maximum compensation due to Accustaff is \$363,330 for year one and \$374,129 for years two and three.

Recommendation:

The software system and equipment used in the toll booth operations should be closely scrutinized to identify areas in which the aforementioned problems and need for adjustments can be addressed and minimized. If the current system is deemed inadequate and unreliable, the County should weigh the costs with the benefits of replacing the existing software and equipment in favor of a more technologically advanced and reliable system. In addition, the documents for cash handling should be consolidated into one set of procedures to avoid confusion or conflict if changes occur in the future.

Authority's Response:

The toll facility and all of its functions are under the direction of Escambia County as of October 1, 2012. This report will be sent to Matt Mooneyham with Escambia County who is now overseeing the toll facility's operations. In the past the Authority has made request for Escambia County to update the toll facility's equipment and software.

Season Passes:

We reviewed a copy of season pass database information, noting that the database contained 33,993 transponders, of which 8,415 are active, according to Authority personnel. Database information includes license plate number, transponder number, transponder type (residential, commercial, exempt, etc.), date issued, and expiration date. Per Cheryl Messier, transponders automatically expire in the system on December 31 of each year if the renewal fee has not been received and entered into the system. Inactive transponders are the property of Escambia County and are supposed to be returned to the Authority; however, more often than not, season pass holders do not return transponders upon expiration. No equipment deposit is currently required related to the assignment of transponders.

Applications for and sales and renewals of season pass transponders are handled at the Authority Administration Building. Annual fees are currently \$50 for public vehicles and \$70 for commercial vehicles. The annual fee covers January 1 through December 31 of each year, and passes purchased during the year are not prorated. Applicants may pay with cash, check, or credit card. Defective transponders are replaced free of charge. If replaced, the defective transponder is deactivated and placed into storage with other inactive units. Lost or stolen transponders may be replaced for an additional charge. Transponder numbers for lost or stolen units are deactivated in the system.

Recommendation:

In order to provide an incentive for season pass holders to return transponders if they choose not to renew their season pass, the County should require applicants to submit an equipment deposit when transponders are first attached to the vehicle. Since the transponders are the property of the County, deposits should be refundable only when units are returned.

Authority's Response:

The toll facility and all of its functions are under the direction of Escambia County as of October 1, 2012. This report will be sent to Matt Mooneyham with Escambia County who is now overseeing the toll facility's operations.

Vehicle Counts:

We obtained copies for Daily Revenue Summary Reports for the toll booth for each month beginning October 1, 2007 and ending March 31, 2012. Using this information, we calculated the distribution of vehicle counts by month as a percentage of the annual total vehicle count and compared those percentages to the same month for each year. We noted no variances larger than 1% as a result of this analytical test. In addition, we compared these vehicle counts, which include both cash tolls and transponder passes, to monthly revenue deposited from the same reports. Cash collections as a percentage of vehicle counts were as follows:

Oct - Dec 2007	57%
Jan - Dec 2008	65%
Jan - Dec 2009	65%
Jan - Dec 2010	64%
Jan - Dec 2011	66%
Jan - Mar 2012	61%

The Daily Revenue Summary Report includes a section for bank deposit corrections. Per discussions with Cheryl Messier and Yana Stanholtzer, bank deposit corrections occur when bank deposits are off for a number of reasons such as mechanical failure of coin/currency machines, software errors in deposit/recording program, human error, or counterfeit bills. We noted the following bank deposit corrections for the period tested.

Oct - Dec 2007	\$	(80)
Jan - Dec 2008		775
Jan - Dec 2009		825
Jan - Dec 2010		(6,787)
Jan - Dec 2011		(154)
Jan - Mar 2012		<u>(129)</u>
	\$	<u><u>(5,550)</u></u>

The large amount of deposit corrections in 2010 was due to a new supervisor double-counting cash sales of season pass transponders on the deposit slips for two days. These two deposits were off by the amount of the transponder sales that were doubled counted (\$2,074 on December 10, 2010 and \$4,580 on December 31, 2010). Absent these errors, the remaining bank deposit corrections for 2010 and overall for the entire period tested were \$133 and \$1,104, respectively.

The Daily Revenue Summary Report also includes a section for credits granted. Credits granted were cash receipts from bills issued on vehicles that did not have the dollar (or a portion of the dollar) to pay the toll. During 2010, the Board eliminated the credits granted billing process due to heavy traffic and time restraints at the toll plaza. We noted the following receipts from credits granted for the period tested.

Oct - Dec 2007	\$	170
Jan - Dec 2008		855
Jan - Dec 2009		957
Jan - Dec 2010		1,239
Jan - Dec 2011		-
Jan - Mar 2012		-
		<hr/>
	\$	<u>3,221</u>

PROCEDURES:

6. Development:
 - Reviewed and summarize the Pensacola Beach development cap, including any time restrictions, unit restrictions, etc.
 - Determined how the cap is monitored and what information is available through the Authority regarding unused development units.
 - Obtained copies of any agreements related to development units.

FINDINGS:

Based on interviews with personnel and review of the Escambia County Land Development Code, the development cap on the Santa Rosa Island is set by the County based on land density limitations. Portofino currently holds the rights to develop all remaining units available on Pensacola Beach within the two towers not yet built out. According to Authority personnel and legal counsel, there are no time restrictions related to building out those towers. Legal counsel has represented that any redistribution of development units from Portofino to another party would require consent of the Authority, and that there is no provision in the Portofino lease that would allow the master lessee to unilaterally sell the remaining units outside of the leasehold. However, the lease would allow the master lessee to assign that portion of the leasehold that remains undeveloped, along with remaining units for development, under the lease with the consent of the Authority.

Little monitoring is currently required regarding the cap since there is no current activity that is affecting the overall cap. All construction projects must be approved by the Authority and permitted by the County, therefore any projects that would threaten the cap would come to the attention of the Authority during its approval process. Current construction projects are permitted only to replace or improve existing development units. The current residential density limit is 4,128 units. The Authority maintains a schedule detailing the multi-family (condominium) development and subdivisions and the number of development units assigned to each. The development cap relates to residential units only, and there is not currently a cap on commercial development, including hotel construction.

We selected the following five developments/subdivisions from the Authority's schedule for testing:

- Emerald Isle
- La Bahia
- Regency Villas
- Tristan Towers
- Lafitte Cove II

The number of units per the Authority's schedule agreed without exception to the Escambia County Property Appraiser's website for Emerald Isle, Regency Villas, and La Bahia. For Tristan Towers, the number of accounts per the website included eight more items than the Authority's schedule; however, these eight accounts were inactive and had no square footage assigned. For Lafitte Cove II, the number of lots per the website included two more items than the Authority's schedule, but these included one lot that was an unplotable common area and one lot that was a retention area.

In the Authority Board minutes, Pensacola Beach Land Trust (a/k/a Portofino) was approved on October 7, 2007 for construction of the last 234 condo units and 201 hotel rooms, which effectively maxed out the development cap. There is a Development Lease Agreement in place between the Authority and Pensacola Beach Land Trust. The following table summarizes the distribution of residential development units on Santa Rosa Island.

	<u>Units</u>
Single-family residential:	
Constructed	930
Vacant	270
Multi-family residential:	
Constructed	2,694
Undeveloped	<u>234</u>
	<u><u>4,128</u></u>



PAM CHILDERS
Clerk of the Circuit Court and Comptroller
Escambia County, Florida

AI-3754

Clerk & Comptroller's Report 14. 3.

BCC Regular Meeting

Consent

Meeting Date: 01/17/2013

Issue: Acceptance of Documents

From: Doris Harris, Deputy Clerk to the Board

Organization: Clerk & Comptroller's Office

Recommendation:

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

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

A. Closing documents related to the sale of the following surplus County property:

(1) The sale (*to Sergio E. Martinez*) of property located at 1211 Border Street, as executed by the Chairman on December 19, 2012, based on the Board's action of August 5, 2010, authorizing the sale of the property to the bidder with the highest offer at or above the minimum bid of \$3,107, and received in the Clerk to the Board's Office on December 26, 2012; and

(2) The sale (*to Charles B. Myers, Jr.*) of property located at 210 East Lakeview Avenue, as executed by the Chairman on January 3, 2013, based on the Board's action of April 16, 2009, authorizing the sale of the property to the bidder with the highest offer received above the minimum bid of \$2,850, and received in the Clerk to the Board's Office on January 4, 2013; and

B. The 2013 Meeting Schedule for the Escambia County Health Facilities Authority, as provided by Paula G. Drummond, Executive Director, and received in the Clerk to the Board's Office on December 27, 2012.

Attachments

CR I-3



**ESCAMBIA
COUNTY**

INTER-OFFICE MEMORANDUM

TO: Doris Harris, Deputy Clerk
FROM: Tara Cannon, Administrative Assistant to
Stephen G. West, Senior Assistant County Attorney
DATE: December 20, 2012
RE: Surplus Property Sale – 1211 Border Street
(8/5/2010 BCC Meeting)

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

1. Copy of the recorded Deed recorded in official Record Book 6950 at pages 1907-1908.
2. Original Settlement Statement.
3. Original Agreement for Sale and Purchase.
4. Original Satisfaction of Conditions Precedent to Closing.

Please contact me if you have any questions.

/s

Attachments

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

FRANIE LEE MAGARRA
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL.
2012 DEC 26 A 9:23
CLERK OF THE BOARD OF
COUNTY COMMISSIONERS

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-21. Approval of Various Consent Agenda Items – Continued

3. Authorizing foreclosure, based on the following Liens recorded in the Public Records of Escambia County, Florida, on real property located at 517 Lynch Street, Account Number 07-1148-000, Reference Number 34-2S-30-0920-000-020; the current assessed value is \$6,175.00:

- A. Code Enforcement Lien recorded in Official Records Book 5716, at Page 82, in the amount of \$12,170.14;
- B. Code Enforcement Lien recorded in Official Records Book 6200, at Page 1055, in the amount of \$1,182.50; and
- C. Nuisance Abatement Lien recorded in Official Records Book 6529, at Page 574, in the amount of \$415.82.00.



4. Taking the following action regarding surplus and sale of real property located at 1211 Border Street, due to the failure of the successful bidder to close on the property:

- A. Rescinding the Board's action of February 18, 2010, taking the following action concerning the surplus and sale of real property located at 1211 Border Street:
 - (1) Declaring surplus the Board's real property, Account Number 07-0661-000, Reference Number 34-2S-30-0460-012-046;
 - (2) Authorizing the sale of the property to the bidder with the highest offer received above the minimum bid of \$3,107, without further action of the Board; and
 - (3) Authorizing the Chairman to sign all documents related to the sale;
- B. Declaring the bidder in default, retain the bid deposit, and authorize the property to be re-advertised;
- C. Authorizing the sale of the property to the bidder with the highest offer received at or above the minimum bid of \$3,107, in accordance with Section 46.134 of the Escambia County Code of Ordinances, without further action of the Board; and
- D. Authorizing the Chairman to sign all documents related to the sale.



**ESCAMBIA
COUNTY**

INTER-OFFICE MEMORANDUM

TO: Doris Harris, Deputy Clerk or Financial Services

FROM: Tara Cannon, Administrative Assistant to
Stephen G. West, Senior Assistant County Attorney

DATE: January 4, 2013

RE: County's Sale of Surplus Property to Charles B. Myers, Jr.
210 East Lakeview Avenue (BCC approved 04/16/2009)

ORIGINAL

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

1. Copy of the recorded Deed recorded in Official Record Book 6957 at pages 1700-1701.
2. Original Settlement Statement.
3. Original Agreement for Sale and Purchase.
4. Original Satisfaction of Conditions Precedent to Closing

Please contact me if you have any questions.

/s

Attachments

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

2013 JAN -4 P 4:47
CLERK OF THE BOARD OF
COUNTY COMMISSIONERS
LORNE LEE MAGARA
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL.

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued


II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-23. Approval of Various Consent Agenda Items – Continued

14. Taking the following action regarding the Neighborhood Stabilization Program (NSP) Agreements with AMR at Pensacola, Inc., (AMR) and The Interfaith Housing Coalition of Northwest Florida, Inc. (IHC):

A. Approving Agreements with AMR and IHC, committing a combined maximum of \$1,000,000 in approved NSP funds to provide short-term financing for the purchase, rehabilitation, and resale of foreclosed homes and direct home purchase assistance for eligible low, moderate, and middle income homebuyers (NSP Program funds budgeted in Fiscal Year 2009: Fund 129/NSP, Cost Center 220502); and

B. Authorizing the Chairman or Vice Chairman to execute the Agreements and all related documents required to implement the project.

-  15. Taking the following action concerning the reduction of the minimum bid required for the sale of real property located at 210 East Lakeview Avenue:

A. Authorizing the sale of the Board's surplus real property, Account Number 13-4204-000, Reference Number 00-0S-00-9020-034-128, acquired by tax deed, to the bidder with the highest offer received from sealed bids above the minimum bid of \$2,850, in accordance with Section 46.134 of the Escambia County Escambia County Code of Ordinances, without further action of the Board; and

B. Authorizing the Chairman or Vice Chairman to sign all documents related to the sale.

16. Taking the following action concerning the surplus and sale of real property located at 292 Muscogee Road (Cantonment Courthouse):

A. Declaring as surplus the Board's real property, Account Number 11-3284-500, Reference Number 11-1N-31-4000-006-004; a legal notice will be posted in the Pensacola News Journal for two weeks stating that the County will be accepting offers by sealed bid;

(Continued on Page 31)



ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY

Capital Finance Solutions for Non-Profit Health Facilities

December 27, 2012

Hon. Ernie Lee Magaha
Escambia County Clerk of Court
& Comptroller
Attn: Ms. Doris Harris
Office of Clerk to the BCC
221 S. Palafox Place – Suite 130
Pensacola, FL 32502

Dear Mr. Magaha:

Attached for filing in your office is the 2013 Annual Meeting Schedule for the Escambia County Health Facilities Authority. I have provided the County Administrator's office with a copy of this schedule as well.

Please let me know if you need further information.

Sincerely yours,

Paula G. Drummond
Executive Director

2012 DEC 27 P 4: 12
CLERK OF COURT
ERNEE LEE MAGAHA
CLERK OF COURT
PENSACOLA, FL



ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY

Capital Finance Solutions for Non-Profit Health Facilities

2013 Meeting Schedule

All regular meetings are held on the third Tuesday of the month at 4:00 p.m. in the offices of the Authority, unless otherwise noted

February 19, 2013

March 19, 2013

May 21, 2013

June 18, 2013

July 23, 2013 *

August 20, 2013

September 17, 2013

November 26, 2012 *

December 17, 2013

*** 4th Tuesday of Month**



PAM CHILDERS
Clerk of the Circuit Court and Comptroller
Escambia County, Florida

AI-3750

Clerk & Comptroller's Report 14. 4.

BCC Regular Meeting

Consent

Meeting Date: 01/17/2013

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 January 3, 2013; and

B. Approve the Minutes of the Regular Board Meeting held January 3, 2013.

Attachments

CR I-4

REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA WORK SESSION
HELD JANUARY 3, 2013
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:03 a.m. – 10:05 a.m.)

Present: Commissioner Gene M. Valentino, Chairman, District 2
Commissioner Lumon J. May, Vice Chairman, District 3
Commissioner Steven L. Barry, District 5
Commissioner Wilson B. Robertson, District 1
George Touart, Interim County Administrator
Alison Rogers, County Attorney
Cheryl Maher, Senior Accounting Supervisor, Clerk and Comptroller's Office
Doris Harris, Deputy Clerk to the Board
Judy H. Witterstaeter, Program Coordinator, County Administrator's Office

Absent: Commissioner Grover C. Robinson IV, District 4

1. FOR INFORMATION: The agenda package for the 5:30 p.m., January 3, 2013, Regular Board Meeting, was reviewed as follows:
 - A. Interim County Administrator Touart and Judy H. Witterstaeter, Program Coordinator, County Administrator's Office, reviewed the agenda cover sheet;
 - B. Cheryl Maher, Senior Accounting Supervisor, Clerk and Comptroller's Office, reviewed the Clerk's Report;
 - C. T. Lloyd Kerr, Director, Development Services Department, reviewed the Growth Management Report, and Interim County Administrator Touart and County Attorney Rogers commented concerning Rezoning Case Z-2012-09;
 - D. Interim County Administrator Touart, County Attorney Rogers, Judy H. Witterstaeter, Program Coordinator, County Administrator's Office, David Wheeler, Director, Facilities Management Branch, Public Works Department, Pamela H. Allen, County Extension Director, and Michael D. Weaver, Director, Public Safety Department, reviewed the County Administrator's Report, and the Honorable Chris Jones, Property Appraiser, commented concerning Item III-2; and
 - E. County Attorney Rogers reviewed the County Attorney's Report.

January 3, 2013

NAME

DEPARTMENT/AGENCY

1	LARRY GOODWIN	P/W
2	Stacey Ward	P/W
3	DAVID WINGELCH	FACILITIES MGT
4	Tom Turner	HR
5	Ang Lovoy	MBS
6	HECTOR CASTRO	CITIZEN
7	HENRIQUE DIAS	EC SO
8	Sherrill Morgan	EC SO
9	Eric Holmes	EC SO
10	Don & Sis Barber	
11	Soss Casoy	SELF
12	Tammie Booker	Comm.
13	Charles Jones	Comm. Affairs
14	Mandy Alfrey	SKIA
15	TR FAGAN	AG 1
16	Ch...	Property Appraiser
17	...	PNJ
18	Dem Robinson	BCC-2
19	J. Braxwell	BCC D1
20	Becky Azetta	BCC D4
21	...	BCC D5
22	Dianne Simpson	Co Atty Office
23	...	Public Works
24	Gretta Green	BCC 3
25	Cathy Brown	TRAFFIC & TRANS.
26	Sam Allen	Code Sect
27	...	Legal
28	Pat Johnson	DRWA
29	Michael Khode	Parks
30	LARRY NEWSOME	ACA

January 3, 2013

NAME


DEPARTMENT/AGENCY

1	Mike Weaver	JS
2	Felicia Knight Marlow	CED-Extension
3	Bondi Ziglar	PIO
4	Lloyd Keel	Development Services
5	Keith Wilkins	C & E
6	MARILYN WESLEY	Community Affairs
7	Jeremy Marshall	Independent News
8	Kathleen Dagh-Castro	PIO
9	DAVID Musselwhite	IT
10	PARRISH SMITH	SUMMIT BANK
11	BARBARA SMITH MAYALL	Citizen
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AGENDA WORK SESSION: JANUARY 3, 2013

NAME

DEPARTMENT/AGENCY

	NAME	DEPARTMENT/AGENCY
1	Cheryl Maher	Clerk's Finance
2	Doris Harris	Clerk to the Board
3	Gene Stewart	CA.
4	Guido Witterstaeter	CAO
5	Ken Palumbo	ECC
6	Lumon May	BCC
7	Steven Barry	BCC
8	Wilson Robertson	BCC
9		City Atty
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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3751

Growth Management Report 14. 1.

BCC Regular Meeting

Consent

Meeting Date: 01/17/2013

Issue: Scheduling of a Public Hearing

From: T. Lloyd Kerr, AICP, Department Director

Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Scheduling of Public Hearing

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

Thursday, February 7, 2013

5:45 p.m. - A Public Hearing to amend the official Zoning map to include the following Rezoning Case heard by the Planning Board on September 10, 2012.

Case No.:	Z-2012-16
Address:	Hanks Road
Property Reference No.:	14-5N-32-2301-000-000
Property Size:	50.24 (+/-) acres
From:	P, Public District
To:	VAG-1, Village Agriculture District
FLU Category:	AG, Agricultural
Commissioner District	5
Requested by:	Donna Schneider
Planning board Recommendation:	Approval
Speakers:	Ronald Schneider, Agent for, Donna Schneider, Owner



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3726

County Administrator's Report 14. 1.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 01/17/2013

Issue: Property Disposal/Health Department

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Disposition of County Assets Held by the Escambia County Health Department - Amy Lovoy, Management and Budget Services Department Director

That the Board declare surplus and authorize the disposition of all the assets shown in the listing provided. All of the assets listed are County assets held and utilized by the Escambia County Health Department.

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

Health Department Asset Listing

DATE RECEIVED	ECHD#	COUNTY#	ITEM	MANUFACTURER	MODEL NO	SERIAL NO	DEPT	ORG CODE	PO#	COST	COMMENTS
	001797	008	CABINET-FILE		UNK	NONE				1,620.00	
	001757	10793	SCALE		UNK	NONE					
	000704	15665	CHAIR								
	12587	016826	RESUSCITATOR KIT								
	004672	19358	CABINET-DENTAL								
	001597	26465	SCALE		UNK	NONE					
	002095	28297	TABLE-ADULT EXAM		DURR-FILLAUER						
	007110	28789	TABLE-ADULT EXAM		UNK	NONE					
	001767	33577	TABLE-ADULT EXAM	JOERNS							
	002805	36037	MONITOR-GAS	GASTECH	1238ME	E1127	EH				
	001690	37077	TABLE-ADULT EXAM	JOERNS	UNK	NONE					
	001715	39267	TELEVISION	SEARS	5265455219	17048735	ADMIN				
	001693	40299	TABLE-ADULT EXAM	MIDMARK							
	002594	40300	TABLE-ADULT EXAM	MIDMARK	404						
5/20/1993	001278	40308	LAMINATOR	GBC	GBC4250	FC08885	SH				NORTHSIDE
	002158	40322	X-RAY DEVELOPER	AIR TECH	AT2000						
	002221	41486	PRINTER	HP	LJ4	USCB242295				0.00	
7/12/1995	001402	41524	AUTOCLAVE	STATIM	1102	221703A					
	009072	43895	PRINTER-LASER	HP	5P	USDB089450	SURPLUS				SURPLUS
	003773	45159	READER-MICROFILM	CANON	M31016	32201785	ADMIN		4A0258	5,644.00	
	003772	45364	PRINTER-MICROFILM	CANON	L10240A	JFS02379	ADMIN		4A0258	3,265.00	
1/2/1996	002278	45589	STERILIZER	MIDMARK	M9-003	C2002769					
	009288	45592	PRINTER-LASER	HP	5P	USFB212299	NURSING		AU0925	807.35	SURPLUS
	009760	48267	COMPUTER	DELL	GN+	E0QX4				0.00	
9/12/2000	004142	49249	COMPUTER-LAPTOP	DELL	LATITUDE	FB1L101	WH		BB3116	2,918.00	DEEYA DAVIS
11/28/2000	006057	49363	COMPUTER-LAPTOP	DELL	LATITUDE CPx	H92X601	NURSING		BB3217	2,588.00	SHOTS FOR TOTS MOBILE/IT Loaner
12/28/2000	006211	49372	PRINTER-LASER	HP	4550	JPNB06803	NURSING		BB3261	2,316.00	
1/26/2001	006218	49453	KIOSK	KDS PIXEL	03903798JK	1745BAA42003428	SURPLUS		BB3245	4,197.56	SURPLUS
6/28/2001	007026	49772	COPY MACHINE	SAVIN	9935D	H5216100646	OTHER		BB3351	5,769.00	Surplus - Beyond repair
	006350	50159	COMPUTER	DELL	GX150	G75RM01				0.00	
	006355	50160	COMPUTER	DELL	GX150	H75RM01				0.00	
7/4/2001	006347	50161	COMPUTER	DELL	PRECISION 330	88CMM01	WIC			0.00	FANNIE JACKSON
7/4/2001	006338	50162	COMPUTER	DELL	PRECISION 330	98CMM01	WIC			0.00	DIET TECH/ROBIN
7/4/2001	006336	50163	COMPUTER	DELL	PRECISION 330	B8CMM01	WIC		BB3557	2,420.00	DIET TECH/VACANT
6/5/2001	006345	50164	COMPUTER	DELL	PRECISION 330	C8CMM01	WIC		BB3557	2,420.00	LINDA MILLS
	006357	50167	COMPUTER	DELL	GX150	B4GQM01				0.00	
6/6/2001	006333	50169	COMPUTER	DELL	PRECISION 330	FX8PM01	WH		BB3555	2,539.00	MRS. WILLIAMS
6/15/2001	006372	50173	PRINTER-LASER	HP	4550	JJPCF09458	NURSING		BB3592	2,107.00	
5/21/2001	006264	50182	COMPUTER	DELL	PRECISION 330	BT5CL01	NURSING		BB3479	2,420.00	DONNA BRASCH
5/21/2001	006280	50191	COMPUTER	DELL	PRECISION 330	9W5CL01	NURSING		BB3479	2,420.00	SHELLEY LUCUS
5/21/2001	006270	50197	COMPUTER	DELL	PRECISION 330	6X5CL01	ELIG		BB3479	2,420.00	CLINIC
5/21/2001	006306	50202	COMPUTER	DELL	PRECISION 330	JX5CL01	SH		BB3479	2,420.00	SUE YATES
5/21/2001	006284	50211	COMPUTER	DELL	PRECISION 330	BZ5CL01	NURSING		BB3479	2,420.00	RM 233
5/4/2001	006226	50217	COMPUTER	DELL	PRECISION 330	5LBGK01	DENTAL		BB3433	2,849.00	DENTAL
5/4/2001	006174	50222	COMPUTER	DELL	PRECISION 330	3N5HK01	ADMIN		BB3433	2,549.00	SURPLUS
5/4/2001	006224	50223	COMPUTER	DELL	PRECISION 330	4N5HK01	WH		BB3433	2,549.00	Moved to WH 12/30/11.
5/4/2001	006178	50232	COMPUTER	DELL	PRECISION 330	CN5HK01	EH		BB3433	2,549.00	SCOTT HALE
6/17/2001	006380	50241	COMPUTER-LAPTOP	DELL	LATITUDE	3Q6BN01	SH		BB3591	2,594.00	SHERRY SPARKS
6/17/2001	006384	50242	COMPUTER-LAPTOP	DELL	LATITUDE	BV6BN01			BB3591	2,594.00	LOANER TO JERRI PITTMAN (01/26/09)
6/17/2001	006379	50243	COMPUTER-LAPTOP	DELL	LATITUDE	BZ6BN01	SH		BB3591	2,594.00	JULIE TERRELL
6/17/2001	006385	50244	COMPUTER-LAPTOP	DELL	LATITUDE	907BN01	NURSING		BB3591	2,594.00	ROOM 225
6/17/2001	006382	50245	COMPUTER-LAPTOP	DELL	LATITUDE	BS6BN01	NURSING		BB3591	2,594.00	ROOM 238
6/17/2001	006381	50246	COMPUTER-LAPTOP	DELL	LATITUDE	2V6BN01	SH		BB3591	2,594.00	SCHOOL HEALTH NURSE
6/17/2001	006377	50247	COMPUTER-LAPTOP	DELL	LATITUDE	1W6BN01	SURPLUS		BB3591	2,594.00	WAREHOUSE
6/17/2001	006378	50249	COMPUTER-LAPTOP	DELL	LATITUDE	GX6BN01	SURPLUS		BB3591	2,594.00	SURPLUS
6/18/2001	006157	50256	COMPUTER-LAPTOP	DELL	LATITUDE	CM6BN01	ADMIN		BB3602	2,679.00	Pharmacy-Defective
	007059	50270	FAX MACHINE	PANASONIC	UF885	1010200786	WIC		BB3409	1,129.00	LINDA MILLS
10/31/2001	007066	50550	FAX MACHINE	PANASONIC	UF885	GAG1FN02254	EH			1,129.00	
5/2/2002	007080	50919	FAX MACHINE	SHARP	FO-5700	F57001710423Y	NURSING		VISA	1,473.00	LAMAR DUNN
4/10/2002	006518	51307	SWITCH	HP	J4121A	SG11902904	ADMIN	64-21-40-	BG1038	1,355.65	COMPUTER ROOM
2/18/2002	006470	51311	COMPUTER	DELL	GX240	13HT611	SURPLUS		BB4220	1,868.92	PHARMACY
2/13/2002	006480	51313	COMPUTER	DELL	GX240	B3HT611	SURPLUS		BB4220	1,868.92	Moved to warehouse 2/2012
2/1/2002	006503	51319	COMPUTER	DELL	GX240	DMDX911	ADMIN		BB4245	2,742.20	SURPLUS
9/19/2002	006584	51323	COMPUTER	DELL	GX240	6S3RT11	SURPLUS	NS-TALL	BG1174	1,704.50	SURPLUS
9/19/2003	006590	51326	COMPUTER	DELL	GX240	FS3RT11	SH	NS-TALL	BG1174	1,704.50	MOVED TO NS LOUNGE 06/05/07
9/19/2002	006608	51328	COMPUTER	DELL	GX240	1T3RT11	ADMIN	NS-TALL	BG1174	1,704.50	BILL MCWILLIAMS
9/19/2002	006644	51329	COMPUTER	DELL	GX240	3K4RT11	ADMIN	NS-TALL	BG1174	1,704.50	VETTA ATKINS

DATE RECEIVED	ECHD#	COUNTY#	ITEM	MANUFACTURER	MODEL NO	SERIAL NO	DEPT	ORG CODE	PO#	COST	COMMENTS
9/19/2002	006642	51330	COMPUTER	DELL	GX240	4K4RT11	SH	NS-TALL	BG1174	1,704.50	MOVED TO NS LOUNGE 06/05/07
9/19/2002	006578	51331	COMPUTER	DELL	GX240	6K4RT11	DENTAL	NS-TALL	BG1147	1,704.50	
9/19/2002	006628	51337	COMPUTER	DELL	GX240	GK4RT11	ADMIN	NS-TALL	BG1174	1,704.50	SHERRI PAYNE
7/30/2002	006558	51339	COMPUTER	DELL	GX240	5FYLL11	NURSING		BB4317	1,718.90	RM 237
9/19/2002	006610	51340	COMPUTER	DELL	GX240	2L4RT11	SURPLUS	NS-TALL	BG1174	1,704.50	PHARMACY
9/19/2002	006624	51341	COMPUTER	DELL	GX240	3L4RT11	SURPLUS	NS-TALL	BG1174	1,704.50	PHARMACY
9/19/2002	006622	51344	COMPUTER	DELL	GX240	7L4RT11	SURPLUS	NS-TALL	BG1174	1,704.50	SURPLUS
9/19/2002	006614	51346	COMPUTER	DELL	GX240	9L4RT11	CEHP	NS-TALL	BG1174	1,704.50	CEHP-Reyes
9/19/2002	006616	51347	COMPUTER	DELL	GX240	CL4RT11	NURSING	NS-TALL	BF1174	1,704.50	TAMMY BUCKNEY
9/19/2002	006606	51349	COMPUTER	DELL	GX240	FL4RT11	ADMIN	NS-TALL	BG1174	1,704.50	DONNA MITCHELL
9/19/2002	006604	51350	COMPUTER	DELL	GX240	GL4RT11	ADMIN	NS-TALL	BG1174	1,704.50	SUSIE PITTMAN
9/19/2002	006648	51351	COMPUTER	DELL	GX240	JL4RT11	SURPLUS	NS-TALL	BG1174	1,704.50	SURPLUS
9/19/2002	006612	51353	COMPUTER	DELL	GX240	2M4RT11	ADMIN	NS-TALL	BG1174	1,704.50	PAT JOHNSON
8/19/2002	006575	51383	SWITCH	HP	J4121A	SG22662593	ADMIN			0.00	PHARMACY
	006418	51385	COMPUTER-LAPTOP	DELL	LATITUDE	B26ZW01	EH	80300DK		0.00	ROBERT MERRITT
10/3/2001	006417	51388	COMPUTER-LAPTOP	DELL	LATITUDE	G26ZWO1	ADMIN	80300DK	BB4103	2,582.00	CHARLOTTE
10/5/2001	006419	51389	COMPUTER-LAPTOP	DELL	LATITUDE	136ZW01	EH	01400DK	BB4103	2,582.00	EH
2/13/2002	006482	51395	COMPUTER	DELL	GX240	14HT611	SURPLUS		BB4220	1,868.92	PHARMACY
3/23/2002	006476	51396	COMPUTER	DELL	GX240	54HT611	DENTAL		BB4210	1,868.92	
7/20/2002	006550	51397	COMPUTER	DELL	GX240	2FYLL11	NURSING		BB4317	1,718.90	IMM. FRONT DESK
7/20/2002	006556	51398	COMPUTER	DELL	GX240	3FYLL11	NURSING		BB4317	1,718.90	GAIL BARBER
7/20/2002	006552	51400	COMPUTER	DELL	GX240	6FYLL11	NURSING		BB4317	1,718.90	DOLORES KING
7/20/2002	006554	51401	COMPUTER	DELL	GX240	8FYLL11	DENTAL		BB4317	1,718.90	CLEARTIS HOLT
2/1/2002	006500	51403	COMPUTER	DELL	GX240	7MDX911	ADMIN		BB4245	2,742.20	SURPLUS
3/7/2002	006502	51405	COMPUTER	DELL	GX240	5MDX911	ADMIN			2,742.20	RUDY LOPEZ
8/12/2002	006526	51410	COMPUTER	DELL	GX240	2GNHF11	NURSING			1,790.90	P-4 ARNP
12/13/2001	006524	51411	COMPUTER	DELL	GX240	5GNHF11	NURSING			0.00	SHIRLEY MURPHY
12/13/2001	006522	51412	COMPUTER	DELL	GX240	6GNHF11	NURSING			0.00	
12/13/2001	006535	51414	COMPUTER	DELL	GX240	3Q4XH11	SH			0.00	
6/30/2002	006538	51415	COMPUTER	DELL	GX240	2Q4XH11	NURSING			0.00	JENNIFER FUQUA
7/30/2002	006532	51416	COMPUTER	DELL	GX240	1V8ZH11	NURSING	223PA02	BB4300	1,754.00	DONNA JOHNSON
6/30/2002	006542	51417	COMPUTER	DELL	GX240	JH21K11	NURSING			0.00	RAMONA MILLS
6/30/2002	006540	51418	COMPUTER	DELL	GX240	ZT01K11	NURSING			0.00	VIRGINIA HOWARD
3/17/2003	006797	51815	COMPUTER-LAPTOP	DELL	LATITUDE	2S5WK21	ADMIN	69-116-	BB5176	2,038.50	PHP
3/28/2003	006822	51839	COMPUTER	DELL	GX260	C164M21	ADMIN	69-116-	BB5194	1,659.31	STEPHANIE THOUVENEL-ROMANS
2/19/2003	006820	51840	COMPUTER	DELL	GX260	J164M21	ADMIN	69-116-	BB5194	1,659.31	AMBER WADZKA
	007103	51882	REFRIGERATOR	KESCO	TRUT23						
4/8/2003	006826	51898	COMPUTER	DELL	PRECISION 350	3C28N21	EH	81-373-	BB5201	2,804.20	GORDON RICHMOND
4/10/2003	006828	51899	SERVER	DELL	POWEREDGE	3HB4N21	EH	81-373-	BB5201	11,185.36	DOHSFP1704
4/25/2003	006831	51967	SERVER	DELL	POWEREDGE	3KRHP21	SURPLUS	69116-NG-	BB5213	11,634.00	SURPLUS
1/8/2003	006752	51969	COMPUTER	DELL	GX260	2RJB821	SURPLUS	60-109-HL	BB5134	1,356.80	SURPLUS
1/8/2003	006750	51971	COMPUTER	DELL	GX260	GXR8B21	SURPLUS	60-109-HL	BB5134	1,232.32	SURPLUS
5/8/2003	007106	51988	FAX MACHINE	MURATEC	F320	90017025	NURSING	69116 NB	VISA	993.00	P. WILLIAMS
7/14/2003	007119	52127	PA	PYRAMID	1372804	E2000009	PHP		BB5338	1,029.95	
6/26/2003	006870	52132	COMPUTER	DELL	PRECISION 350	7B07Y21	SURPLUS	81373DK0	BB5342	2,795.20	SURPLUS
4/8/2003	006825	52132	MONITOR	DELL	1900FP	MX-09J367-47605-330-A4W1	EH		BB5201	0.00	GORDON RICHMOND
6/26/2003	006874	52133	COMPUTER	DELL	GX260	9WD6Y21	DENTAL	69-116-	BB5337	1,320.51	
7/7/2003	006872	52134	COMPUTER	DELL	GX260	HP6FY21	SH	48234SC0	BB5260	1,554.26	MARY HARRISON
10/15/2003	006900	52493	COMPUTER	DELL	GX260	3GVXM31	NURSING	17-210-	BB6081	1,471.12	HEALTHY START COALITION
10/15/2003	006902	52494	COMPUTER	DELL	GX260	1GVXM31	NURSING	17-210-	BB6081	1,471.12	HEALTHY START COALATION
10/23/2003	006920	52524	COMPUTER	DELL	PRECISION 360	53SRN31	SURPLUS	69-116-	BB6163	1,785.40	SURPLUS
10/28/2003	006924	52608	COMPUTER	DELL	PRECISION 360	21NGP31	SURPLUS	81-373-	BB6168	2,208.57	SURPLUS 1/29/09
12/24/2003	006950	52792	COMPUTER	DELL	PRECISION 360	83N2241	SURPLUS	82-355	BB6198	1,685.67	SURPLUS
12/22/2003	006946	52793	COMPUTER	DELL	PRECISION 360	1KRK141	IT	82-355	BB6198	1,380.57	IT-SPARE
12/22/2003	006940	52794	COMPUTER	DELL	PRECISION 360	FVSK141	SURPLUS	82-355	BB6198	1,380.57	Moved to WH 2/2012
12/22/2003	006944	52795	COMPUTER	DELL	PRECISION 360	JVSK141	WH	82-355	BB6198	1,380.57	AWAITING SURPLUS
12/22/2003	006942	52796	COMPUTER	DELL	PRECISION 360	2WSK141	WH	82-355	BB6198	1,380.57	AWAITING SURPLUS
12/22/2003	006948	52797	COMPUTER	DELL	PRECISION 360	4WSK141	IT	82-355	BB6198	1,380.57	DTC-IT Room
12/22/2003	006938	52798	COMPUTER	DELL	PRECISION 360	6WSK141	IT	82-355	BB6198	1,380.57	NS-Computer Room
1/14/2003	006962	52808	COMPUTER	DELL	GX270	30P4441	SURPLUS	60-102	BB6224	1,648.48	SURPLUS
3/22/2004	008008	52983	PRINTER-LASER-COLOR	XEROX	PHASER 8400	RPC042022F	IT	04-300	BB6300	1,304.88	IT
4/14/2004	008102	52984	COMPUTER-LAPTOP	DELL	INSPIRON 9100	HT3HM41	NURSING	18-231	BB6309	2,413.56	PAT WILLIAMS
3/22/2004	008045	52992	COMPUTER-LAPTOP	DELL	INSPIRON 5150	JCHCQ41	SURPLUS	44-234	BB6322	2,243.67	Moved to WH 2/2012
8/23/2004	008104	53025	SCANNER	HP	SCANJET 8290	CN3AQT0185	ADMIN	17-200	BB6342	1,220.00	MELISSA POWELL
6/21/2004	007175	53120	METER-POSTAGE	PITNEY BOWES	DM550	0010879		01-400	BB6396	9,275.00	
3/10/2004	008041	53134	COMPUTER	DELL	GX270	1SJZH41	SURPLUS	99-529	BB6290	1,313.92	SURPLUS
3/10/2004	008015	53138	COMPUTER	DELL	GX270	3TJZH41	SURPLUS	99-529	BB6290	1,313.92	SURPLUS

DATE RECEIVED	ECHD#	COUNTY#	ITEM	MANUFACTURER	MODEL NO	SERIAL NO	DEPT	ORG CODE	PO#	COST	COMMENTS
3/10/2004	008021	53145	COMPUTER	DELL	GX270	DVJZH41	NURSING	99-529	BB6290	1,313.92	LETHA RICH
3/10/2004	008025	53146	COMPUTER	DELL	GX270	GVJZH41	ADMIN	99-529	BB6290	1,313.92	KENDA MAGRUDER
3/22/2004	008027	53147	COMPUTER	DELL	GX270	JVJZH41	SH	99-529	BB6290	1,313.92	TRICIA JEFFERSON
3/10/2004	008029	53148	COMPUTER	DELL	GX270	5WJZH41	SURPLUS	99-529	BB6290	1,313.92	MOVED TO WAREHOUSE 1-3-11
3/10/2004	008031	53149	COMPUTER	DELL	GX270	7WJZH41	SURPLUS	99-529	BB6290	1,313.92	SURPLUS
3/22/2004	008099	53153	COMPUTER	DELL	GX270	6XJZH41	SH	99-529	BB6290	1,313.92	DARLENE PRINTZ
3/10/2004	008097	53157	COMPUTER	DELL	GX270	2YJZH41		99-529	BB6290	1,313.92	
3/10/2004	008091	53158	COMPUTER	DELL	GX270	5YJZH41	SURPLUS	99-529	BB6290	1,313.92	SURPLUS
3/22/2004	008056	53164	COMPUTER	DELL	GX270	BZJZH41	SH	99-529	BB6290	1,313.92	MARILYN WRAGG
3/22/2004	008080	53165	COMPUTER	DELL	GX270	FZJZH41	SURPLUS	99-529	BB6290	1,313.92	SURPLUS
3/22/2004	008068	53166	COMPUTER	DELL	GX270	10KZH41	SURPLUS	99-529	BB6290	1,313.92	SURPLUS
3/10/2004	008089	53168	COMPUTER	DELL	GX270	70KZH41	NURSING	99-529	BB6290	1,313.92	MAURICE MOODY
6/21/2004	008076	53172	PRINTER-LASER-COLOR	XEROX	8400N	SRPC070978F		20-200	BB6401	1,299.85	UNREPAIRABLE. MOVED TO
4/27/2007	008682	56077	COMPUTER	DELL	OPTIPLEX 745	4GDORC1	SURPLUS	03400ZC	418261	1,350.80	MOVED TO TRAILER.
4/27/2007	008680	56078	COMPUTER	DELL	OPTIPLEX 745	GGDORC1	IT		03-400 ZC	1,350.80	
8/22/2006	008888	56080	COMPUTER	DELL	GX620	4T4LS91	IT			0.00	IT Loaner
4/27/2007	009000	56082	COMPUTER	DELL	OPTIPLEX 745	HFDORC1	SURPLUS	03400ZC	418261	1,350.80	SURPLUS
1/10/2006	008565	56087	COMPUTER	DELL	GX620	418QZ81	SURPLUS			0.00	SURPLUS 2/29/12
1/10/2006	008575	56090	COMPUTER	DELL	GX620	818QZ81	SURPLUS			0.00	MOVED TO TRAILER.
1/10/2006	008567	56091	COMPUTER	DELL	GX620	B18QZ81				0.00	Moved to Headstart. Cliann Pittman
1/10/2006	008576	56092	COMPUTER	DELL	GX620	F18QZ81	NURSING			0.00	TUCKER
1/10/2006	008573	56093	COMPUTER	DELL	GX620	828QZ81	NURSING			0.00	HOLSTON
1/11/2006	008568	56094	COMPUTER	DELL	GX620	328QZ81	SURPLUS			0.00	Moved to the trailer.
8/22/2006	008866	56095	COMPUTER	DELL	GX620	4QX0T91	NURSING			0.00	LAMAR DUNN
8/22/2006	008720	56097	COMPUTER	DELL	GX620	BQ9QZ81	HS			0.00	PAT WILLIAMS
8/22/2006	008892	56099	COMPUTER	DELL	GX620	9PF2091	SH			0.00	McMillian Elem. Spraglin
8/22/2006	008884	56100	COMPUTER	DELL	GX620	7PFZQ91	HS			0.00	LINDA DEPETRO
9/12/2005	008880	56101	COMPUTER	DELL	GX620	7T14LS91	HS			0.00	
4/21/2005	008340	56102	COMPUTER	DELL	GX280	6PHG871	NURSING	03-400	DO6317	1,149.08	VERNITA BEASLEY
8/22/2006	008862	56104	COMPUTER	DELL	GX620	DQFZQ91	HS			0.00	
3/2/2007	008970	56117	COMPUTER	DELL	OPTIPLEX 745	CTGTHC1			395648	1,080.80	
5/16/2007	008664	56118	COMPUTER	DELL	OPTIPLEX 745	2DWFYC1			469749	1,080.80	
10/14/2005	008437	56123	COMPUTER	DELL	GX620	GH52H81		44-234	159840	1,210.58	
5/31/2007	008996	56125	COMPUTER	DELL	OPTIPLEX 745	JDWFYC1			478568	1,080.80	
5/16/2007	008990	56126	COMPUTER	DELL	OPTIPLEX 745	GBWFYC1			469749	1,080.80	
5/31/2007	009028	56128	COMPUTER	DELL	OPTIPLEX 745	135BZC1			478568	1,080.80	
5/16/2007	008982	56130	COMPUTER	DELL	OPTIPLEX 745	CBWFYC1			469749	1,080.80	
5/16/2007	008984	56131	COMPUTER	DELL	OPTIPLEX 745	CCWFYC1			469749	1,080.80	
5/16/2007	008994	56132	COMPUTER	DELL	OPTIPLEX 745	HFWFYC1			469749	1,080.80	
4/21/2005	008330	56136	COMPUTER	DELL	GX280	HPHG871	SURPLUS	99-529		1,274.78	SURPLUS
5/16/2007	008978	56137	COMPUTER	DELL	OPTIPLEX 745	BFWFYC1			469749	1,080.80	
5/31/2007	009016	56138	COMPUTER	DELL	OPTIPLEX 745	115BZC1			478568	1,080.80	
8/22/2006	008886	56140	COMPUTER	DELL	GX620	8QFZQ91	EPI			0.00	VIVIAN LOGSDON
3/22/2004	008246	56142	COMPUTER	DELL	GX270	2K2J351	IMM	99-529	BB6398	1,274.78	IMMUNIZATIONS-LETHA RICH
6/24/2004	008158	56145	COMPUTER	DELL	GX270	4P2J351	SURPLUS	99-529	BB6398	1,274.78	SURPLUS
8/22/2006	008810	56152	COMPUTER	DELL	GX620	85DNZ81	MOMCARE			0.00	THERESA MEJIA-LEE
5/16/2007	008668	56154	COMPUTER	DELL	OPTIPLEX 745	4FWFYC1	FINANCE	05000ZR	469749	1,080.80	FINANCE-SUSIE PITTMAN
5/16/2007	008670	56155	COMPUTER	DELL	OPTIPLEX 745	5GWFYC1	FINANCE	0500ZR	469749	1,080.80	FINANCE-DONNA KETTERLING
5/16/2007	008674	56156	COMPUTER	DELL	OPTIPLEX 745	9CWFYC1	FINANCE	0500ZR	469749	1,080.80	FINANCE-BELINDA ATCHISON
5/16/2007	008672	56157	COMPUTER	DELL	OPTIPLEX 745	5HWFYC1			469749	1,080.80	
5/17/2006	008786	56160	COMPUTER	DELL	GX620	5S9QZ81	FISCAL			0.00	NICOLE PIRES
4/21/2005	008354	56161	COMPUTER	DELL	GX280	9NHG871	ADMIN	03-400	DO6371	1,149.08	VICTORIA LONDON
9/12/2005	008738	56162	COMPUTER	DELL	GX620	66DNZ81	ADMIN			0.00	MAILROOM
6/24/2004	008156	56163	COMPUTER	DELL	GX270	6N2J351	SURPLUS	99-529	BB6398	1,274.78	SURPLUS
4/21/2005	008344	56169	COMPUTER	DELL	GX280	3PHG871	SURPLUS			0.00	SURPLUS
4/21/2005	008348	56171	COMPUTER	DELL	GX280	GNHG871	PHARM	03-400	DO6371	1,149.08	STEVEN MANN
4/21/2005	008356	56175	COMPUTER	DELL	GX280	5NHG871	EH			0.00	
3/8/2007	008649	56176	COMPUTER	DELL	OPTIPLEX 745	9TGTHC1	EH	80300DK	395648	1,080.80	CASEY RICHARDS
11/17/2005	008556	56193	COMPUTER	DELL	GX620	939MN81	EH				
11/1/2005	008542	56195	COMPUTER	DELL	GX620	G29MN81	EH			0.00	
5/31/2006	008760	56198	COMPUTER	DELL	PRECISION 670	8J562B1	EPI	39-116	273175	4,250.36	LISA LAVOIE
10/14/2005	008470	56199	COMPUTER	DELL	GX620	7YG2H81	EPI	70-221	159841	1,210.58	KARIN MARSHALL
10/24/2005	008439	56200	COMPUTER	DELL	GX620	8J52H81	NURSING	44-234	159840	1,210.58	ROOM 229
5/31/2007	009042	56201	COMPUTER	DELL	OPTIPLEX 745	775BZC1	SURPLUS	20200DK	478568	1,080.80	MOVED TO TRAILER.
5/31/2007	009006	56202	COMPUTER	DELL	OPTIPLEX 745	985BZC1			478568	1,080.80	
4/21/2006	008811	56203	COMPUTER	DELL	GX620	8CFXS91		68-116		1,301.24	
5/31/2007	009010	56204	COMPUTER	DELL	OPTIPLEX 745	B45BZC1			478568	1,080.80	

DATE RECEIVED	ECHD#	COUNTY#	ITEM	MANUFACTURER	MODEL NO	SERIAL NO	DEPT	ORG CODE	PO#	COST	COMMENTS
10/29/2004	008198	56205	COMPUTER	DELL	GX270	CM2J351	SURPLUS	99-529	BB6398	1,274.78	SURPLUS
10/11/2005	008464	56206	COMPUTER	DELL	GX620	FG2H81		70-101	159841	1,210.58	SURPLUS 2/29/12
8/22/2006	008870	56208	COMPUTER	DELL	GX620	5QXOT91	STD				
9/12/2005	008436	56213	COMPUTER	DELL	GX620	JJ52H81	HEALTH	44-234	159840	1,210.58	HEALTH ED
10/29/2004	008180	56214	COMPUTER	DELL	GX270	JSBG351	SURPLUS	99-529	BB6398	1,274.78	SURPLUS 2/22/12
4/27/2007	008700	56215	COMPUTER	DELL	OPTIPLEX 745	9GD0RC1	IT	03400ZC	418261	1,350.80	IT-BILL ROBINSON
5/31/2007	009070	56219	COMPUTER	DELL	OPTIPLEX 745	265BZC1	HS	36-231 DK	478568	1,080.80	
4/21/2005	008320	56220	COMPUTER	DELL	GX280	CPHG871	NURSING	03-400	DO6371	1,149.08	BARBARA OUELLETTE
11/9/2004	008148	56225	COMPUTER	DELL	GX270	HN2J351	SURPLUS	99-529	BB6398	1,274.78	SURPLUS
11/1/2005	008534	56226	COMPUTER	DELL	GX620	HM23H81	SH			0.00	NELDA BRATCHER
1/4/2006	008636	56227	COMPUTER	DELL	GX620	D6DNZ81	SH			0.00	SUZANNE OELKERS
8/22/2006	008724	56228	COMPUTER	DELL	GX620	BS9QZ81	SH			1,301.24	
5/22/2006	008780	56231	COMPUTER	DELL	GX620	F7DNZ81	SH			1,301.24	WARRINGTON ES
9/12/2005	008446	56232	COMPUTER	DELL	GX620	7K52H81	SH	44-234	159840	1,210.58	BAILEY MS
5/11/2006	008736	56233	COMPUTER	DELL	GX620	8Q9QZ81	SH			0.00	HST
5/11/2006	008726	56234	COMPUTER	DELL	GX620	BR9QZ81	SH			0.00	NURSE
9/12/2005	008442	56235	COMPUTER	DELL	GX620	1L52H81	WH	44-234	159840	1,210.58	NORTHVIEW HS
8/21/2006	008782	56236	COMPUTER	DELL	GX620	3Q9QZ81	SH			1,301.24	BELLVIEW SCHOOL
8/17/2006	008806	56238	COMPUTER	DELL	GX620	37DNZ81	SH	44-234		1,301.24	SHERRY SPARKS
2/9/2006	008596	56239	COMPUTER	DELL	GX620	CS9QZ81	SH			0.00	
7/25/2006	008816	56240	COMPUTER	DELL	GX620	26DNZ81	SH			1,301.24	CORDOVA PARK
8/16/2006	008820	56241	COMPUTER	DELL	GX620	JQ9QZ81	SH	44-234		1,301.24	LINDA KENT
3/6/2006	008584	56242	COMPUTER	DELL	GX620	8S9QZ81	SH			0.00	
3/6/2006	008533	56243	COMPUTER	DELL	GX620	118QZ81	SH			0.00	
3/27/2006	008588	56244	COMPUTER	DELL	GX620	9R9QZ81	SH			0.00	ENSLEY CLINIC
3/27/2006	008628	56245	COMPUTER	DELL	GX620	GQ9QZ81	SH			0.00	ENSLEY CLINIC
12/12/2005	008776	56246	COMPUTER	DELL	GX620	GHDNZ81	SH			0.00	WARRINGTON ES
1/10/2006	008574	56247	COMPUTER	DELL	GX620	628QZ81	SH			0.00	BELLVIEW ELEM. CLINIC
8/22/2006	008734	56248	COMPUTER	DELL	GX620	1S9QZ81	SH			1,301.24	
3/27/2006	008616	56249	COMPUTER	DELL	GX620	4S9QZ81	SH			0.00	
3/1/2006	008602	56250	COMPUTER	DELL	GX620	1R9QZ81				0.00	Moved to WH Feb-2011.
10/11/2005	008468	56251	COMPUTER	DELL	GX620	60L2H81				0.00	Moved to the WH Feb-2011.
4/6/2006	008610	56252	COMPUTER	DELL	GX620	6R9QZ81	SH			0.00	BROWN BARGE CLINIC
9/12/2005	008440	56253	COMPUTER	DELL	GX620	HK52H81	SH	44-234	159840	1,210.58	HELEN CARO SACKETT/ HAGAN
4/18/2006	008614	56254	COMPUTER	DELL	GX620	HS9QZ81				0.00	DONATED 3/2011
12/21/2004	008208	56255	COMPUTER	DELL	GX270	JMSJ351	SH	99-529	BB6398	1,274.78	JIM ALLEN ELEMENTARY-HST
8/22/2006	008812	56256	COMPUTER	DELL	GX620	58DNZ81	SH			1,301.24	
1/10/2006	008624	56258	COMPUTER	DELL	GX620	5Q9QZ81	SH			0.00	
8/18/2006	008728	56262	COMPUTER	DELL	GX620	1T9QZ81	SH			1,301.24	WEST PENSACOLA
2/20/2006	008581	56263	COMPUTER	DELL	GX620	J18QZ81	SH			0.00	HST
2/10/2006	008600	56265	COMPUTER	DELL	GX620	CQ9QZ81	SH			0.00	NURSE
9/12/2005	008438	56267	COMPUTER	DELL	GX620	4K52H81	SH	44-234	159840	1,210.58	LONGLEAF ES
8/22/2006	008784	56269	COMPUTER	DELL	GX620	9R9QZ81	SH			1,301.24	
7/24/2006	008802	56270	COMPUTER	DELL	GX620	DQ9QZ81	SH			1,301.24	BRENTWOOD MIDDLE
1/12/2005	008196	56271	COMPUTER	DELL	GX270	1TBG351	SH	99-529	BB6392	1,274.78	DEBBIE TUCKER-NURSE
1/7/2005	008206	56272	COMPUTER	DELL	GX270	2N2J351	SH	99-529	BB6398	1,274.78	JANICE FOUNTAIN-HST
1/11/2006	008644	56273	COMPUTER	DELL	GX620	J6DNZ81	SH			0.00	
8/22/2006	008818	56274	COMPUTER	DELL	GX620	57DNZ81	SH			1,301.24	
4/10/2006	008894	56275	COMPUTER	DELL	GX620	5CYCS91	SH	03-400		1,301.24	BRENTWOOD
2/28/2006	008608	56276	COMPUTER	DELL	GX620	CR9QZ81	SH			0.00	
8/22/2006	008778	56279	COMPUTER	DELL	GX620	65DNZ81	SH			1,301.24	
8/22/2006	008796	56280	COMPUTER	DELL	GX620	4T9QZ81	SH			1,301.24	
12/6/2004	008300	56281	COMPUTER	DELL	GX270	3P2J351	SH	99-529	BB6398	1,274.78	SHERWOOD ELEM - HST
12/6/2004	008234	56282	COMPUTER	DELL	GX270	8P2J351	SH	99-529	BB6398	1,274.78	SHERWOOD ELEM - NURSE
1/6/2005	008174	56283	COMPUTER	DELL	GX270	2L2J351	SH	99-529	BB6398	1,274.78	RANSOM MIDDLE-BARBARA
1/7/2005	008210	56284	COMPUTER	DELL	GX270	7P2J351	SH	99-529	BB6398	1,274.78	ESCAMBIA HIGH -HST
1/7/2005	008190	56285	COMPUTER	DELL	GX270	CSBG351	SH	99-529	BB6398	1,274.78	ESC. H.S. - NURSE
12/10/2004	008194	56286	COMPUTER	DELL	GX270	GM2J351	SH	99-529	BB6398	1,274.78	W. P'COLA - NURSE
10/21/2004	008144	56287	COMPUTER	DELL	GX270	4M2J351	SH	99-529	BB6398	1,274.78	PHARMACY-BELLVIEW MIDDLE
6/24/2004	008154	56288	COMPUTER	DELL	GX270	9L2J351	SH	99-529	BB6398	1,274.78	PHARMACY-BELLVIEW MIDDLE
2/21/2006	008590	56289	COMPUTER	DELL	GX620	GP9QZ81	SH			0.00	HST
2/24/2006	008606	56290	COMPUTER	DELL	GX620	9Q9QZ81	SH			0.00	NURSE
9/12/2005	008441	56292	COMPUTER	DELL	GX620	DJ52H81	SH	44-234	159840	1,210.58	NORTHVIEW HS
2/28/2006	008566	56293	COMPUTER	DELL	GX620	528QZ81	SH			0.00	N B COOK CLINIC
2/28/2006	008570	56294	COMPUTER	DELL	GX620	218QZ81	SH			0.00	NB COOK CLINIC
12/13/2004	008178	56295	COMPUTER	DELL	GX270	FJ2J351	SH	99-529	BB6398	1,274.78	NAVY POINT ELEM.-HST
2/10/2006	008594	56296	COMPUTER	DELL	GX620	BP9QZ81	SH			0.00	NURSE

DATE RECEIVED	ECHD#	COUNTY#	ITEM	MANUFACTURER	MODEL NO	SERIAL NO	DEPT	ORG CODE	PO#	COST	COMMENTS
9/12/2005	008528	56297	COMPUTER	DELL	GX620	GHX1H81	SH	44-234	159840	1,210.58	NAVY POINT ELEM
8/22/2006	008622	56298	COMPUTER	DELL	GX620	DR9QZ81	SH			1,301.24	
11/1/2005	008532	56299	COMPUTER	DELL	GX620	7HX1H81	SH	44-234	159840	1,210.58	KAREN CAPPS
1/13/2005	008272	56304	COMPUTER	DELL	GX270	7M2J351	SURPLUS	99-529	BB6398	1,274.78	SURPLUS
1/13/2005	008290	56308	COMPUTER	DELL	GX270	HL2J351	SURPLUS	99-529	BB6398	1,274.78	SURPLUS
1/13/2005	008284	56309	COMPUTER	DELL	GX270	BK2J351	SURPLUS	99-529	BB6398	1,274.78	SURPLUS
1/13/2005	008292	56310	COMPUTER	DELL	GX270	DK2J351	SURPLUS	99-529	BB6398	1,274.78	SURPLUS
5/16/2007	008988	56313	COMPUTER	DELL	OPTIPLEX 745	FCWFYC1	SURPLUS	06400ZC	469749	1,080.80	MOVED TO TRILER.
8/22/2006	008582	56314	COMPUTER	DELL	GX620	918QZ81	ADMIN			0.00	DOTTY AMOS
5/31/2007	009024	56316	COMPUTER	DELL	OPTIPLEX 745	D15BZC1	DENTAL	40240DK	478568	1,080.80	
8/1/2004	008110	56320	COMPUTER	DELL	GX270	9RBG351	NURSING	99-529	BB6398	1,274.78	MARGE SHIMMIN
6/1/2006	008768	56322	COMPUTER	DELL	GX620	FMB1V91	WH	17-000	249555	1,286.02	WAREHOUSE-KELLEY EGGART
6/6/2005	008390	56324	COMPUTER	DELL	GX280	D22HL71	WH			0.00	SHELLEY LUCAS
1/19/2005	008218	56343	COMPUTER	DELL	GX270	JJ2J351	SURPLUS	99-529	BB6398	1,274.78	SURPLUS
11/17/2004	008232	56344	COMPUTER	DELL	GX270	GK2J351	SURPLUS	99-529	BB6398	1,274.78	SURPLUS
2/21/2006	008583	56349	COMPUTER	DELL	GX620	H08QZ81	SH			0.00	NURSE
4/10/2006	008716	56353	COMPUTER	DELL	GX620	6Q9QZ81	SH			0.00	MYRTLE GROVE
5/15/2006	008730	56355	COMPUTER	DELL	GX620	JS9QZ81	NURSING			0.00	TRENA WEBB
8/22/2006	008758	56356	COMPUTER	DELL	GX620	2Q9QZ81	SH			1,301.24	
8/17/2006	008804	56357	COMPUTER	DELL	GX620	4Q9QZ81	SH	44-234		1,301.24	FIONA BALL
8/17/2006	008808	56358	COMPUTER	DELL	GX620	9ZDN81	SH	44-234		1,301.24	LAWASSA HAGOOD
8/22/2006	008814	56359	COMPUTER	DELL	GX620	C6DNZ81	SH			1,301.24	
8/22/2006	008822	56360	COMPUTER	DELL	GX620	JP9QZ81	SH			1,301.24	
8/22/2006	008824	56361	COMPUTER	DELL	GX620	DP9QZ81	SH			1,301.24	
8/22/2006	008872	56362	COMPUTER	DELL	GX620	95DNZ81	SH			1,301.24	
8/22/2006	008874	56363	COMPUTER	DELL	GX620	D5DNZ81	SH			1,301.24	
8/22/2006	008882	56364	COMPUTER	DELL	GX620	95CYS91	HS	44-234		1,301.24	SACRED HEART HOSP L&D
8/22/2006	008890	56365	COMPUTER	DELL	GX620	CQFZQ91	HS			0.00	JUDY LABIT
	009030	56731	COMPUTER	DELL	OPTIPLEX 745	G65BZC1	PHP	696116PA	478568	1,080.80	
1/10/2008	009130	56973	COMPUTER	DELL	OPTIPLEX 755	2500GF1	IT	44-234DK	DO7751	1,200.70	Moved into WH 12/30/11.
1/29/2009	010290	58458	PRINTER	HP	P4515	CNDY149517	FA	05-400	MVM421	1,780.00	
	006426		COMPUTER	DELL	GX240	DSJ0111	WH			0.00	WAREHOUSE
	006438		COMPUTER	DELL	GX240	7NSZ211				0.00	
1/6/2005	008192		COMPUTER	DELL	GX270	BSBG351	SH	99-529	BB6398	1,274.78	RANSOM MIDDLE SCHOOL
12/10/2004	008204		COMPUTER	DELL	GX270	BRBG351	SH	99-529	BB6398	1,274.78	WEST PENSACOLA-HST
11/1/2004	008222		COMPUTER	DELL	GX260	7F6MW21	SURPLUS			0.00	Moved to WH 2/2012
11/1/2004	008224		COMPUTER	DELL	GX260	9F6MW21	EH			0.00	BAY COUNTY-EH
11/1/2004	008226		COMPUTER	DELL	GX260	BF6MW21	EH			0.00	BAY COUNTY-EH/ RAFIQ KHAN
1/13/2005	008278		COMPUTER	DELL	GX270	8K2J351	SURPLUS	99-529	BB6398	1,274.78	SURPLUS
1/6/2005	008296		COMPUTER	DELL	GX270	4L2J351		99-529	BB6398	1,274.78	Donated to Head Start 12/2009
12/19/2004	008298		COMPUTER	DELL	GX270	DL2J351	SURPLUS	99-529	BB6398	1,274.78	SURPLUS
	008378		COMPUTER	DELL	GX280	DWTD71				0.00	
6/13/2005	008380		COMPUTER	DELL	GX280	CXTDM71	SURPLUS			0.00	SURPLUS
	008382		COMPUTER	DELL	GX280	4XTDM71				0.00	
	008404		COMPUTER	DELL	GX280	9WTD71				0.00	
	008406		COMPUTER	DELL	GX280	HWTD71				0.00	
	008408		COMPUTER	DELL	GX280	J22HL71				0.00	
	008410		COMPUTER	DELL	GX280	232HL71				0.00	
9/12/2005	008798		COMPUTER	DELL	GX620	HQ9QZ81	SH			0.00	Moved to WH 12/30/11.
10/3/2006	008800		COMPUTER	DELL	GX620	5R9QZ81	SH			0.00	
8/22/2006	008900		COMPUTER	DELL	GX620	HR9QZ81	SH			1,301.24	
2/2/1999	005528		COMPUTER-LAPTOP	DELL	LATITUDE CP	ZP8DY	NURSING		GT1187	0.00	JULIE
12/6/2000	006087		COMPUTER-LAPTOP	DELL	LATITUDE	B18J701	SH			0.00	TRENA OLD LAPTOP (T. WEBER)
	008743		PRINTER-LASER	HP	2420D	CNGKK44391	SH			0.00	
4/3/2008	009916		PRINTER-LASER-COLOR	XEROX	8560DN	FBT167894	SURPLUS	31210DK		850.00	SURPLUS 3/13/12
	002167		TELEPHONE SEQUENC	PREMIER	IOH2002	2002168	WIC				
2/27/2003	006782		COMPUTER-LAPTOP	DELL	LATITUDE	FVZGF21	NURSING		S6480H0	0.00	ILDI HOSMAN BOUGHT BY
9/12/2005	008569	?	COMPUTER	DELL	GX620	G180Z81	IPOP			0.00	
2/9/2006	008592	?	COMPUTER	DELL	GX620	6S9QZ81	SH			0.00	
1/7/2005	008212	?56342?	COMPUTER	DELL	GX270	2M2J351	SH	99-529		0.00	CANDY LUCIANO-NURSE
12/13/2001	006468	51312(51	COMPUTER	DELL	GX240	63HT611	SURPLUS		BB4210	1,868.92	SURPLUS
5/31/2007	009022	AMS	COMPUTER	DELL	OPTIPLEX 745	J15BZC1	FINANCE	05000ZR	478568	1,080.80	FINANCE-SARAH DUPONT
	BAY CO	BAY CO	MONITOR-GAS	GASTECH	1238ME	11118	EH				
12/13/2001	006430	MISSING	COMPUTER	DELL	GX240	9BHW211	SURPLUS		BB4175	1,920.84	SURPLUS
12/18/2001	006442	MISSING	COMPUTER	DELL	GX240	3NSZ211	SURPLUS		BB4175	1,738.00	PHARMACY
12/18/2001	006446	MISSING	COMPUTER	DELL	GX240	JMSZ211	SURPLUS		BB4175	1,738.00	PHARMACY
12/18/2001	006448	MISSING	COMPUTER	DELL	GX240	5NSZ211	SURPLUS		BB4175	1,738.00	PHARMACY

DATE RECEIVED	ECHD#	COUNTY#	ITEM	MANUFACTURER	MODEL NO	SERIAL NO	DEPT	ORG CODE	PO#	COST	COMMENTS
2/11/2002	006460	MISSING	COMPUTER	DELL	GX240	08D466	NURSING		BB4220	1,868.92	PATHS DIAL-IN
2/11/2002	006462	MISSING	COMPUTER	DELL	GX240	J1HT611	NURSING		BB4220	1,868.92	MVD FROM HS TO FP 10/08/2008
1/1/2002	006466	MISSING	COMPUTER	DELL	GX240	B5JJ611	SURPLUS		BB4220	1,868.92	PHARMACY
2/13/2002	006478	MISSING	COMPUTER	DELL	GX240	C5JJ611	NURSING		BB4220	1,868.92	DONNA POTTS
7/30/2002	006546	MISSING	COMPUTER	DELL	GX240	9NHGK11	EH			2,006.90	JOE HARDIN
12/2/2002	006662	MISSING	COMPUTER	DELL	GX260	3JN5321	ADMIN	69-116	BB5109	1,289.41	MAILROOM
12/2/2002	006664	MISSING	COMPUTER	DELL	GX260	4JN5321	ADMIN	69-116	BB5109	1,289.41	MIKE MATRONI
12/2/2002	006690	MISSING	COMPUTER	DELL	GX260	GHN5321	ADMIN	69-116	BB5109	1,289.41	MARTHA HICKS
12/2/2002	006692	MISSING	COMPUTER	DELL	GX260	JHN5321	ADMIN	69-116	BB5109	1,289.41	BONNIE BROOKS
2/1/2003	006778	MISSING	COMPUTER	DELL	GX260	CRJ1D21	SH	03-000-	BB5159	1,103.42	SCHOOL READINESS
1/12/2005	008214	MISSING	COMPUTER	DELL	GX270	6K2J351	SH	99-529		0.00	AMY-HST
1/13/2005	008276	MISSING	COMPUTER	DELL	GX270	5L2J351	SURPLUS	99-529	BB6398	1,274.78	SURPLUS
1/13/2005	008282	MISSING	COMPUTER	DELL	GX270	FM2J351	SURPLUS	99-529	BB6398	1,274.78	SURPLUS
4/14/2005	008314	MISSING	COMPUTER	DELL	DHM	6TW4V51	HIV/AIDS	99-529	BB6398	1,274.78	SCOTT MICKLEY
12/18/2001	006436	MISSING	PRINTER-LASER	HP	4550	JPPCG17191	EH		BB4176	1,781.15	COPY ROOM
8/19/2002	006574	MISSING	SWITCH	HP	J4121A	SG22662596	ADMIN			0.00	PHARMACY
	005826	MISSING	HUB	BAY	BS350T-24	KEX0005918	ADMIN			1,429.18	MAINTENANCE /STORAGE
4/10/2002	006519	MISSING	SWITCH	HP	J4121A	SG91161767	ADMIN	64-21-40-	BG1038	1,355.65	COMPUTER ROOM
5/21/2007	009146	N/A	COMPUTER	DELL	OPTIPLEX 745	J204ZC1	FD	12000ZR	478558	845.00	Moved to WH 12/30/11.
5/21/2007	009163	N/A	COMPUTER	DELL	OPTIPLEX 745	1114ZC1	VS	19227RT	478558	845.00	GLENDIA ROBINSON
5/16/2007	009165	N/A	COMPUTER	DELL	OPTIPLEX 745	J014ZC1			478558	845.00	PARTS ONLY
12/6/2004	006625	N/A	MONITOR	DELL	1504FP	MX0U30014760548GAQ02	NURSING			0.00	LENA GOODWYN-IMMUNIZATIONS
6/12/2003	006858	N/A	MONITOR	DELL	1800FP	MX-07R477-48323-364-08FZ	NURSING	03-400-	BB5277	494.00	SCHOOL COALITION
10/15/2003	006899	N/A	MONITOR	DELL	1800FP	MX-07R477-48323-390-02HR	NURSING	17-210-	BB6081	0.00	HEALTHY START COALITION
10/15/2003	006901	N/A	MONITOR	DELL	1800FP	MX-07R477-48323-390-02HL	NURSING	17-210-	BB6081	0.00	ROOM 229
12/22/2003	006945	N/A	MONITOR	DELL	1703FP	CN02Y311476063BHA5CN	EH	82-355	BB6198	0.00	JOE THAYER
1/20/2004	006965	N/A	MONITOR	DELL	1800FP	MX-07R477-48323417-OCSK	NURSING		BB6229	463.00	MVD FROM HS TO FAM PLAN 10/06/08
1/20/2004	006973	N/A	MONITOR	DELL	1800FP	MX-07R477-48323417-OCSV	NURSING	18-231	BB6229	463.20	ROOM 244
1/20/2004	006975	N/A	MONITOR	DELL	1800FP	MX-07R477-48323417-OCSJ	NURSING	18-231	BB6229	463.20	DAWN #10
1/20/2004	006980	N/A	MONITOR	DELL	1800FP	MX-07R477-48323417-OCTT	NURSING	18-231	BB6229	463.20	LYNN WADSWORTH #7
3/22/2004	008028	N/A	MONITOR	DELL	1703FP	CN02Y31147606423AKU1	SH	99-529	BB6290	0.00	TRICIA JEFFERSON
3/22/2004	008085	N/A	MONITOR	DELL	1703FP	CN02Y31147606423AKU8	EH	99-529	BB6290	0.00	EH- JUNE WISE
9/9/2004	008115	N/A	MONITOR	DELL	1703FP	CN02Y31571618443AJQ3				0.00	
8/4/2004	008121	N/A	MONITOR	DELL	1703FP	CN02Y31571618443AJQ0	SURPLUS		BB6398	1,274.78	SURPLUS
	008233	N/A	MONITOR	DELL	1703FP	CN-02Y315-71618-443-AJ3H				0.00	
4/21/2005	008341	N/A	MONITOR	DELL	1704FPV	MY-0H6304-47603-53F-A82B	CLINIC			0.00	JUANITA LINDSEY
	008381	N/A	MONITOR	DELL	1704FPT	CN-0Y4299-71618-5AE-CDXH				0.00	
	008383	N/A	MONITOR	DELL	1704FPT	CN-0Y4299-71618-58C-CH2X				0.00	
	008407	N/A	MONITOR	DELL	1704FPT	MY-0H6304-54J-AS6M				0.00	
	008409	N/A	MONITOR	DELL	1704FPT	CN-0Y4299-71618-58E-CDWG				0.00	
7/20/2005	008417	N/A	MONITOR	DELL	1504FP	CN-OU4795-71618-53F-GAHL	ADMIN			0.00	LARETHEA SMITH
10/11/2005	008465	N/A	MONITOR	DELL	1704 FPT	MY-0H6304-47603-54J-AS6S	FAM HTH			0.00	DR. VILLAROMAN
	008489	N/A	MONITOR	DELL	1704FPT	CN-0Y4299-71618-58E-CDXR				0.00	
	008517	N/A	MONITOR	DELL	1704FPT	CN-0Y4299-71618-58B-AC21	WIC			0.00	
	008522	N/A	MONITOR	DELL	1704 FPT	CN-0Y4299-71618-58C-CGDT	SH			0.00	LONGLEAF ES
	008526	N/A	MONITOR	DELL	1704FPV	CN-0J6642-71618-54P-AEPO	SH			0.00	NORTHVIEW HS
	008527	N/A	MONITOR	DELL	1704 FPV	CN-0J6642-71618-54P-AEVX	SH			0.00	NORTHVIEW HS
	008529	N/A	MONITOR	DELL	1704FPT	MY-0H6304-47603-53F-A822	SH			0.00	NAVY POINT ELEM
3/6/2006	008585	N/A	MONITOR	DELL	E176FP	CN-OT9998-46633-5AS-1D3M	SH			0.00	
3/27/2006	008587	N/A	MONITOR	DELL	E176FP	CN-OT9998-46633-5AS-ORGM	SH			0.00	
2/21/2006	008589	N/A	MONITOR	DELL	E176FP	CN-OT9998-46633-5AL-651M	SH			0.00	HST
2/10/2006	008593	N/A	MONITOR	DELL	E176FP	CN-OT9998-46633-5AL-637M	SH			0.00	NURSE
2/9/2006	008595	N/A	MONITOR	DELL	E176FP	CN-OT9998-46633-5AL-63NM	SH			0.00	
3/1/2006	008597	N/A	MONITOR	DELL	E176FP	CN-OT9998-46633-5AL-D66M	SH			0.00	
2/10/2006	008599	N/A	MONITOR	DELL	E176FP	CN-OT9998-46633-5AL-D78M	SH			0.00	NURSE
3/1/2006	008601	N/A	MONITOR	DELL	E176FP	CN-OT9998-46633-5AS-OT6M	SH			0.00	
2/28/2006	008607	N/A	MONITOR	DELL	E176FP	CN-OT9998-46633-5AL-65GM	SH			0.00	
4/6/2006	008611	N/A	MONITOR	DELL	E176FP	CN-OT9998-46633-5AL-655M	SH			0.00	BROWN BARGE CLINIC
2/24/2006	008613	N/A	MONITOR	DELL	E176FP	CN-OT9998-46633-5AL-659M	SH			0.00	HST
4/18/2006	008615	N/A	MONITOR	DELL	E176FP	CN-OT9998-46633-5AL-65KM	SH			0.00	HELLEN CARO CLINIC
3/27/2006	008617	N/A	MONITOR	DELL	E176FP	CN-OT9998-46633-5AR-5PAM	SH			0.00	
12/1/2005	008619	N/A	MONITOR	DELL	E176FP	CN-OT9998-46633-5AS-OTTM	HR			0.00	
	008625	N/A	MONITOR	DELL	E176FP	CN-OT9998-46633-5AS-1RPM	SH			0.00	
4/10/2006	008627	N/A	MONITOR	DELL	E176FP	CN-OT9998-46633-5AS-OTOM	SH			0.00	
3/27/2006	008629	N/A	MONITOR	DELL	E176FP	CN-OT9998-46633-5AL-653M	SH			0.00	
1/5/2006	008639	N/A	MONITOR	DELL	E176FP	CN-OT9998-46633-5AL-63VM	SH			0.00	BARBARA SHOULDERS
2/20/2006	008705	N/A	MONITOR	DELL	E176FP	CN-OT9998-46633-5AL-65TM	SH			0.00	HST

DATE RECEIVED	ECHD#	COUNTY#	ITEM	MANUFACTURER	MODEL NO	SERIAL NO	DEPT	ORG CODE	PO#	COST	COMMENTS
2/21/2006	008706	N/A	MONITOR	DELL	E176FP	CN-OT9998-46633-5AS-OT2M	SH			0.00	NURSE
2/20/2006	008707	N/A	MONITOR	DELL	E176FP	CN-OT9998-46633-5AS-17DM	SH			0.00	NURSE
2/10/2006	008708	N/A	MONITOR	DELL	E176FP	CN-OT9998-46633-5AL-63CM	SH			0.00	HST
4/10/2006	008715	N/A	MONITOR	DELL	E176FP	CN-OT9998-46633-5AL-64VM	SH			0.00	
	008723	N/A	MONITOR	DELL	1704FPT	CN-0Y4299-71618-61JADAB	SH			0.00	
5/11/2006	008725	N/A	MONITOR	DELL	E176FP	CN-OT9998-46633-5AS-3RTM	SH			0.00	NURSE
8/18/2006	008727	N/A	MONITOR	DELL	E176FP6	CN-0T9998-46633-5AS-OT8M	SH			0.00	WEST PENSACOLA
	008733	N/A	MONITOR	DELL	E176FP	CN-0T998-46633-5AL-62KM	SH			0.00	
5/11/2006	008735	N/A	MONITOR	DELL	E176FP	CN-0T9998-46633-5AS-3THM	SH			0.00	HST
	008737	N/A	MONITOR	DELL	E176FP	CN-0T9998-46633-5AS-5GKM	SH			0.00	
	008757	N/A	MONITOR	DELL	1704FPT	CN-0Y4299-71618-61J-ADA1	SH			0.00	
6/1/2006	008767	N/A	MONITOR	DELL	1704	CNOY429971618AK1W	WH	17-000	249555	0.00	WAREHOUSE-KELLEY EGGART
	008775	N/A	MONITOR	DELL	E176FP	CN-0MCO40-64180-637-1WUC	SH			0.00	WARRINGTON ES
5/22/2006	008779	N/A	MONITOR	DELL	E176FP	CNO19998466335AS1RNM	SH			0.00	WARRINGTON ES
	008781	N/A	MONITOR	DELL	E176FP6	CN-OT9998-46633-5AL-63SM	SH			0.00	
	008795	N/A	MONITOR	DELL	1704FTP	CN-0R9239-48220-61L-03V4	SH			0.00	
8/20/2006	008797	N/A	MONITOR	DELL	E176FP6	CN-0T9998-46633-5AS-3RGM	SH			0.00	EDGEWATER
7/24/2006	008803	N/A	MONITOR	DELL	E176FP6	CN-0T9998-466-33-5AL-65RM	SH			0.00	BRENTWOOD MIDDLE
8/17/2006	008805	N/A	MONITOR	DELL	E176FPB	CN-0T9998-46633-5AS-2AJM	SH	44-234		0.00	FIONA BALL
8/17/2006	008809	N/A	MONITOR	DELL	E176FPB	CN-0T9998-46633-5AR-5GHM	SH	44-234		0.00	LAWASSA HAGOOD
	008813	N/A	MONITOR	DELL	E176FP	CN-0X9450-48220-5AL-00FK	SH			0.00	
	008815	N/A	MONITOR	DELL	1704FPT	CN-0Y4299-71618-621-ATT5	SH			0.00	
	008817	N/A	MONITOR	DELL	F176FPB	CN-0T9998-46633-5AS-2ATM	SH			0.00	CORDOVA PARK
8/16/2006	008821	N/A	MONITOR	DELL	E176FPB	CN-OT46633-5AS-3TYM	SH	44-234		0.00	LINDA KENT
	008823	N/A	MONITOR	DELL	1704FTP	CN-0Y4299-71618	SH			0.00	
	008825	N/A	MONITOR	DELL	1704FPT	CN-0R9239-48220-62K-00SB	SH			0.00	
	008851	N/A	MONITOR	DELL	E176FPB	CN-0T9998-46633-5AS-0T4M	SH			0.00	
8/17/2006	008855	N/A	MONITOR	DELL	E176FPB	CN-0T9998-46633-5AR-5GYM	SH	44-234		0.00	SHERRY SPARKS
10/24/2006	008869	N/A	MONITOR	DELL	E176FB	CN-0T9998-46633-5AL-630M	HEALTH			0.00	DENISE HODGES
8/22/2006	008879	N/A	MONITOR	DELL	1704FPT	0Y4299-71618-61L-AKKN	LAB			0.00	
	008899	N/A	MONITOR	DELL	1704FPT	CN-0R9239-48220-62G-040M	SH			0.00	
4/3/2008	009929	N/A	MONITOR	DELL	1708FPT	CN-0FP816-74261-82K-28OT	SURPLUS	82-355DK	DO8588	0.00	SURPLUS
	010178	N/A	MONITOR	DELL	E176FPB	CN-0T9998-46633-5AS-17AM				0.00	
	0	NONE	COMPUTER	DELL	GX280	7XTDM71					
	0	NONE	COMPUTER	DELL	GX280	6G2HL71					
	008564	NONE	PRINTER-INKJET	HP	1200D	TH5974203P				0.00	
11/17/2003	006929	NTR	COMPUTER	DELL	GX270	656LS31	ADMIN	20-240-	BB6178	740.00	ROSIE CREEL
11/17/2003	006932	NTR	COMPUTER	DELL	GX270	756LS31	SURPLUS	20-240-	BB6178	740.00	SURPLUS
12/22/2003	006941	NTR	MONITOR	DELL	1703FP	CN02Y311476063BHA5CT	EH	82-355	BB6198	0.00	BUD TISSINGTON
1/20/2004	006967	NTR	MONITOR	DELL	1800FP	MX-07R477-48323417-OARS	NURSING		BB6229	463.20	ADDRIENE McWILLIAMS
?	000328	UNKNO	MICROFICHE READER	DUKANE	27A77	975198				?	
	003021		CABINET-FILE		UNK	NONE					
	005635		CD SERVER	EXCEL	UNK	1EC-0984	EH				
5/31/2007	009104		COMPUTER	DELL	OPTIPLEX 745	245BZC1			478568	1,080.80	
	008747		FAX MACHINE	PANASONIC	UF885	01000101965	WH				
	005333		MONITOR-GAS	GASTECH	1238ME	DT027	EH				
8/19/2002	006576		PRINTER-ALL-IN-ONE	HP	C6751A	MYQ4JD63KA	EH			280.00	
	008376		PRINTER-INKJET	HP	1200D	TH4CL1411X	EH				



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3747

County Administrator's Report 14. 2.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 01/17/2013

Issue: Florida Medicare Provider Revalidation

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Department of Health & Human Services, USA, Centers for Medicare & Medicaid Services, Medicare Enrollment Application - Michael D. Weaver, Public Safety Department Director

That the Board authorize the Chairman to sign the Department of Health & Human Services, USA, Centers for Medicare & Medicaid Services, Medicare Enrollment Application, CMS-855B, as authorized official, for revalidation of Escambia County Board of County Commissioners, D/B/A Escambia County EMS (Emergency Medical Services), as a Florida Medicare Provider.

BACKGROUND:

The Department of Health & Human Services, Centers for Medicare & Medicaid Services is conducting a revalidation project for all currently enrolled Medicare Providers. Medicare requires all enrolled providers to revalidate enrollment, at least, every five years. Revalidation requires the provider to complete the application as if it is a new, non-enrolled provider. Non response to the request for revalidation will result in withholding of Medicare payments for services provided by Escambia County EMS and, subsequently, the deactivation of its Medicare billing privileges.

Patricia L. Sheldon, Administrator for Financial Services, Escambia County Clerk's Finance Department, has signed the Application as delegated official. The Board assigned this designation to Ms. Sheldon in its meeting held January 7, 2010.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The Application has been approved as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board requires its approval of documents signed by the Chairman on its behalf.

IMPLEMENTATION/COORDINATION:

Trisha Pohlmann, Public Safety Business Operations Manager, will be responsible to ensure that the fully executed application is submitted within the established timeframe.

Attachments

Medicare Enrollment App CMS-855B



MEDICARE ENROLLMENT APPLICATION

**Clinics/Group Practices
and Certain Other Suppliers**

CMS-855B

SEE PAGE 1 TO DETERMINE IF YOU ARE COMPLETING THE CORRECT APPLICATION.

SEE PAGE 2 FOR INFORMATION ON WHERE TO MAIL THIS APPLICATION.

SEE PAGE 35 TO FIND A LIST OF THE SUPPORTING DOCUMENTATION THAT MUST BE SUBMITTED WITH THIS APPLICATION.



WHO SHOULD SUBMIT THIS APPLICATION

Clinics and group practices can apply for enrollment in the Medicare program or make a change in their enrollment information using either:

- The Internet-based Provider Enrollment, Chain and Ownership System (PECOS), or
- The paper enrollment application process (e.g., CMS 855B).

For additional information regarding the Medicare enrollment process, including Internet-based PECOS, go to <http://www.cms.gov/MedicareProviderSupEnroll>.

Clinics and group practices who are enrolled in the Medicare program, but have not submitted the CMS 855B since 2003, are required to submit a Medicare enrollment application (i.e., Internet-based PECOS or the CMS 855B) as an initial application when reporting a change for the first time.

The following suppliers must complete this application to initiate the enrollment process:

- Ambulance Service Supplier
- Ambulatory Surgical Center
- Clinic/Group Practice
- Independent Clinical Laboratory
- Independent Diagnostic Testing Facility (IDTF)
- Intensive Cardiac Rehabilitation Supplier
- Mammography Center
- Mass Immunization (Roster Biller Only)
- Part B Drug Vendor
- Portable X-ray Supplier
- Radiation Therapy Center

If your supplier type is not listed above, contact your designated fee-for-service contractor before you submit this application.

Complete and submit this application if you are an organization/group that plans to bill Medicare and you are:

- **A medical practice or clinic that will bill for Medicare Part B services** (e.g., group practices, clinics, independent laboratories, portable x-ray suppliers).
- **A hospital or other medical practice or clinic that may bill for Medicare Part A services but will also bill for Medicare Part B practitioner services or provide purchased laboratory tests to other entities that bill Medicare Part B.**
- **Currently enrolled with a Medicare fee-for-service contractor but need to enroll in another fee-for-service contractor's jurisdiction** (e.g., you have opened a practice location in a geographic territory serviced by another Medicare fee-for-service contractor).
- **Currently enrolled in Medicare and need to make changes to your enrollment data** (e.g., you have added or changed a practice location). Changes must be reported in accordance with the timeframes established in 42 C.F.R. § 424.516(d). (IDTF changes of information must be reported in accordance with 42 C.F.R. § 410.33.)

BILLING NUMBER INFORMATION

The National Provider Identifier (NPI) is the standard unique health identifier for health care providers and is assigned by the National Plan and Provider Enumeration System (NPPES). **As a Medicare health supplier, you must obtain an NPI prior to enrolling in Medicare or before submitting a change for your existing Medicare enrollment information.** Applying for an NPI is a process separate from Medicare enrollment. As a supplier, it is your responsibility to determine if you have "subparts." A subpart is a component of an organization (supplier) that furnishes healthcare and is not itself a legal entity. If you do have subparts, you must determine if they should obtain their own unique NPIs. Before you complete this enrollment application, you need to make those determinations and obtain NPI(s) accordingly.

Important: For NPI purposes, sole proprietors and sole proprietorships are considered to be “Type 1” providers. Organizations (e.g., corporations, partnerships) are treated as “Type 2” entities. When reporting the NPI of a sole proprietor on this application, therefore, the individual’s Type 1 NPI should be reported; for organizations, the Type 2 NPI should be furnished.

To obtain an NPI, you may apply online at <https://NPPES.cms.hhs.gov>. For more information about subparts, visit www.cms.gov/NationalProvIdentStand to view the “Medicare Expectations Subparts Paper.”

The Medicare Identification Number, often referred to as a Provider Transaction Access Number (PTAN) or Medicare “legacy” number, is a generic term for any number other than the NPI that is used to identify a Medicare supplier.

INSTRUCTIONS FOR COMPLETING AND SUBMITTING THIS APPLICATION

- Type or print all information so that it is legible. Do not use pencil.
- Report additional information within a section by copying and completing that section for each additional entry.
- Attach all required supporting documentation.
- Keep a copy of your completed Medicare enrollment package for your records.
- Send the completed application with original signatures and all required documentation to your designated Medicare fee-for-service contractor.

AVOID DELAYS IN YOUR ENROLLMENT

To avoid delays in the enrollment process, you should:

- Complete all required sections.
- Ensure that the legal business name shown in Section 2 matches the name on the tax documents.
- Ensure that the correspondence address shown in Section 2 is the supplier’s address.
- Enter your NPI in the applicable sections.
- Enter all applicable dates.
- Ensure that the correct person signs the application.
- Send your application and all supporting documentation to the designated fee-for-service contractor.

ADDITIONAL INFORMATION

For additional information regarding the Medicare enrollment process, visit www.cms.gov/MedicareProviderSupEnroll.

The fee-for-service contractor may request, at any time during the enrollment process, documentation to support and validate information reported on the application. You are responsible for providing this documentation in a timely manner.

Certain information you provide on this application is considered to be protected under 5 U.S.C. Section 552(b)(4) and/or (b)(6), respectively. For more information, see the last page of this application for the Privacy Act Statement.

MAIL YOUR APPLICATION

The Medicare fee-for-service contractor (also referred to as a carrier or a Medicare administrative contractor) that services your State is responsible for processing your enrollment application. To locate the mailing address for your fee-for-service contractor, go to www.cms.gov/MedicareProviderSupEnroll.

SECTION 1: BASIC INFORMATION

NEW ENROLLEES AND THOSE WITH A NEW TAX ID NUMBER

If you are:

- Enrolling in the Medicare program for the first time with this Medicare fee-for-service contractor under this tax identification number.
- Already enrolled with a Medicare fee-for-service contractor but are establishing a practice location in another fee-for-service contractor's jurisdiction.
- Enrolled with a Medicare fee-for-service contractor but have a new tax identification number. If you are reporting a change to your tax identification number, you must complete a new application.
- A hospital or an individual hospital department that is enrolling with a fee-for-service contractor to bill for Part B services.

The following actions apply to Medicare suppliers already enrolled in the program:

ENROLLED MEDICARE SUPPLIERS

Reactivation

To reactivate your Medicare billing privileges, submit this enrollment application. In addition, prior to being reactivated, you must be able to submit a valid claim and meet all current requirements for your supplier type before reactivation may occur.

Voluntary Termination

A supplier should voluntarily terminate its Medicare enrollment when it:

- Will no longer be rendering services to Medicare patients, or
- Is planning to cease (or has ceased) operations.

Change of Ownership

If a hospital, ambulatory surgical center, or portable X-ray supplier is undergoing a change of ownership (CHOW) in accordance with the principles outlined in 42 C.F.R. 489.18, the entity must submit a new application for the new ownership.

Change of Information

A change of information should be submitted if you are changing, adding or deleting information under your current tax identification number.

Changes in your existing enrollment data must be reported to the fee-for-service contractor in accordance with 42 C.F.R. § 424.516 (Physician and Non Physician Practitioner Organizations). (IDTF changes of information must comply with the provisions found at 42 C.F.R. § 410.33.)

If you are already enrolled in Medicare and are not receiving Medicare payments via EFT, any change to your enrollment information will require you to submit a CMS-588 form. All future payments will then be made via EFT.

Revalidation

CMS may require you to submit or update your enrollment information. The fee-for-service contractor will notify you when it is time for you to revalidate your enrollment information. Do not submit a revalidation application until you have been contacted by the fee-for-service contractor.

SECTION 1: BASIC INFORMATION

ALL APPLICANTS MUST COMPLETE THIS SECTION (See instructions for details.)

A. Check one box and complete the required sections.

REASON FOR APPLICATION	BILLING NUMBER INFORMATION	REQUIRED SECTIONS
<input type="checkbox"/> You are a new enrollee in Medicare	Enter your Medicare Identification Number (<i>if issued</i>) and the NPI you would like to link to this number in Section 4.	Complete all applicable sections Ambulance suppliers must complete Attachment 1 IDTF suppliers must complete Attachment 2
<input type="checkbox"/> You are enrolling in another fee-for-service contractor’s jurisdiction	Enter your Medicare Identification Number (<i>if issued</i>) and the NPI you would like to link to this number in Section 4.	Complete all applicable sections Ambulance suppliers must complete Attachment 1 IDTF suppliers must complete Attachment 2
<input type="checkbox"/> You are reactivating your Medicare enrollment	Enter your Medicare Identification Number (<i>if issued</i>) and the NPI you would like to link to this number in Section 4.	Complete all applicable sections Ambulance suppliers must complete Attachment 1 IDTF suppliers must complete Attachment 2
	Medicare Identification Number(s) (<i>if issued</i>):	
	National Provider Identifier (<i>if issued</i>):	
<input type="checkbox"/> You are voluntarily terminating your Medicare enrollment . (This is not the same as “opting out” of the program)	Effective Date of Termination:	Sections 1, 2B1, 13, and either 15 or 16 If you are terminating an employment arrangement with a physician assistant, complete Sections 1A, 2G, 13, and either 15 or 16
	Medicare Identification Number(s) to Terminate (<i>if issued</i>):	
	National Provider Identifier (<i>if issued</i>):	

SECTION 1: BASIC INFORMATION (Continued)**ALL APPLICANTS MUST COMPLETE THIS SECTION (See instructions for details.)**

A. Check one box and complete the required sections.

REASON FOR APPLICATION	BILLING NUMBER INFORMATION	REQUIRED SECTIONS
<input type="checkbox"/> You are changing your Medicare information	Medicare Identification Number: A0431 National Provider Identifier (<i>if issued</i>): 1518960426	Go to Section 1B
<input checked="" type="checkbox"/> You are revalidating your Medicare enrollment	Enter your Medicare Identification Number (<i>if issued</i>) and the NPI you would like to link to this number in Section 4.	Complete all applicable sections Ambulance suppliers must complete Attachment 1 IDTF suppliers must complete Attachment 2

SECTION 1: BASIC INFORMATION (Continued)**B. Check all that apply and complete the required sections:**

	REQUIRED SECTIONS
<input type="checkbox"/> Identifying Information	1, 2 (complete only those sections that are changing), 3, 13 , and either 15 (if you are an authorized official) or 16 (if you are a delegated official), and 6 for the signer if that authorized or delegated official has not been established for this supplier
<input type="checkbox"/> Final Adverse Actions/Convictions	1, 2B1, 3, 13 , and either 15 (if you are an authorized official) or 16 (if you are a delegated official), and 6 for the signer if that authorized or delegated official has not been established for this supplier
<input type="checkbox"/> Practice Location Information, Payment Address & Medical Record Storage Information	1, 2B1, 3, 4 (complete only those sections that are changing), 13 , and either 15 (if you are an authorized official) or 16 (if you are a delegated official), and 6 for the signer if that authorized or delegated official has not been established for this supplier
<input type="checkbox"/> Change of Ownership (Hospitals, Portable X-Ray Suppliers & Ambulatory Surgical Centers Only)	Complete all sections and provide a copy of the sales agreement
<input checked="" type="checkbox"/> Ownership Interest and/or Managing Control Information (Organizations)	1, 2B1, 3, 5, 13 , and either 15 (if you are an authorized official) or 16 (if you are a delegated official), and 6 for the signer if that authorized or delegated official has not been established for this supplier
<input type="checkbox"/> Ownership Interest and/or Managing Control Information (Individuals)	1, 2B1, 3, 6, 13 , and either 15 (if you are an authorized official) or 16 (if you are a delegated official), and 6 for the signer if that authorized or delegated official has not been established for this supplier
<input type="checkbox"/> Billing Agency Information	1, 2B1, 3, 8 (complete only those sections that are changing), 13 , and either 15 (if you are an authorized official) or 16 (if you are a delegated official), and 6 for the signer if that authorized or delegated official has not been established for this supplier
<input type="checkbox"/> Authorized Official(s)	1, 2B1, 3, 13, 15 or 16 (if you are a delegated official), and 6 for the signer if that authorized or delegated official has not been established for this supplier
<input type="checkbox"/> Delegated Official(s) (Optional)	1, 2B1, 3, 13, 15, 16 , and 6 for the signer if that delegated official has not been established for this supplier.

SECTION 1: BASIC INFORMATION (Continued)

ATTACHMENT 1: AMBULANCE SERVICE SUPPLIERS (ONLY)	REQUIRED SECTIONS
<input type="checkbox"/> Geographic Area	1, 2B1, 3, 13, and 15 if you are the authorized official or 16 if you are the delegated official Attachment 1(A)
<input checked="" type="checkbox"/> State License Information	1, 2B1, 3, 13, and 15 if you are the authorized official or 16 if you are the delegated official Attachment 1(B)
<input type="checkbox"/> Paramedic Intercept Services Information	1, 2B1, 3, 13, and 15 if you are the authorized official or 16 if you are the delegated official Attachment 1(C)
<input checked="" type="checkbox"/> Vehicle Information	1, 2B1, 3, 13, and 15 if you are the authorized official or 16 if you are the delegated official Attachment 1(D)
ATTACHMENT 2: INDEPENDENT DIAGNOSTIC TESTING FACILITIES (ONLY)	REQUIRED SECTIONS
<input type="checkbox"/> CPT-4 and HCPCS Codes	1, 2B1, 3, 13, and 15 if you are the authorized official or 16 if you are the delegated official Attachment 2(B)
<input type="checkbox"/> Interpreting Physician Information	1, 2B1, 3, 13, and 15 if you are the authorized official or 16 if you are the delegated official Attachment 2(C)
<input type="checkbox"/> Personnel (Technicians) Who Perform Tests	1, 2B1, 3, 13, and 15 if you are the authorized official or 16 if you are the delegated official Attachment 2(D)
<input type="checkbox"/> Supervising Physician(s)	1, 2B1, 3, 13, and 15 if you are the authorized official or 16 if you are the delegated official Attachment 2(E)
<input type="checkbox"/> Liability Insurance Information	1, 2B1, 3, 13, and 15 if you are the authorized official or 16 if you are the delegated official Attachment 2(F)

SECTION 2: IDENTIFYING INFORMATION

A. Type of Supplier

Check the appropriate box to identify the type of supplier you are enrolling as with Medicare. If you are more than one type of supplier, submit a separate application for each type. If you change the type of service that you provide (i.e., become a different supplier type), submit a new application.

Your organization must meet all Federal and State requirements for the type of supplier checked below.

TYPE OF SUPPLIER: (Check one only)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Ambulance Service Supplier | <input type="checkbox"/> Mass Immunization (Roster Biller Only) |
| <input type="checkbox"/> Ambulatory Surgical Center | <input type="checkbox"/> Pharmacy |
| <input type="checkbox"/> Clinic/Group Practice | <input type="checkbox"/> Physical/Occupational Therapy Group in Private Practice |
| <input type="checkbox"/> Hospital Department(s) | <input type="checkbox"/> Portable X-ray Supplier |
| <input type="checkbox"/> Independent Clinical Laboratory | <input type="checkbox"/> Radiation Therapy Center |
| <input type="checkbox"/> Independent Diagnostic Testing Facility | <input type="checkbox"/> Other (Specify): _____ |
| <input type="checkbox"/> Intensive Cardiac Rehabilitation | |
| <input type="checkbox"/> Mammography Center | |

B. Supplier Identification Information**1. BUSINESS INFORMATION**

Legal Business Name (not the "Doing Business As" name) as reported to the Internal Revenue Service

Escambia County, Board of County Commissioners

Tax Identification Number

59-6000598

Other Name

Escambia County, EMS

Type of Other Name

Former Legal Business Name

Doing Business As Name

Other (Specify): _____

Identify how your business is registered with the IRS. (NOTE: If your business is a Federal and/or State government provider or supplier, indicate "Non-Profit" below.)

Proprietary Non-Profit

NOTE: If a checkbox indicating Proprietary or non-profit status is not completed, the provider/supplier will be defaulted to "Proprietary."

Identify the type of organizational structure of this provider/supplier (Check one)

Corporation

Limited Liability Company

Partnership

Sole Proprietor

Other (Specify): Local Government

Incorporation Date (mm/dd/yyyy) (if applicable)

State Where Incorporated (if applicable)

Is this supplier an Indian Health Facility enrolling with the designated Indian Health Service (IHS) Medicare Administrative Contractor (MAC)?

Yes No

SECTION 2: IDENTIFYING INFORMATION (Continued)

2. STATE LICENSE INFORMATION/CERTIFICATION INFORMATION

Provide the following information if the supplier has a State license/certification to operate as the supplier type for which you are enrolling.

State License Not Applicable

License Number 3581	State Where Issued Florida
Effective Date (mm/dd/yyyy) 10/03/2012	Expiration/Renewal Date (mm/dd/yyyy) 12/31/2014

Certification Information

Certification Not Applicable

Certification Number Certification of Public Convenience & Necessity	State Where Issued Florida
Effective Date (mm/dd/yyyy) 01/01/2013	Expiration/Renewal Date (mm/dd/yyyy) 12/31/2013

3. CORRESPONDENCE ADDRESS

Provide contact information for the entity or person listed in Question 1 of this section. Once enrolled, the information provided below will be used by the fee-for-service contractor if it needs to contact you directly. This address cannot be a billing agency's address.

Mailing Address Line 1 (Street Name and Number)

6575 North "W" Street

Mailing Address Line 2 (Suite, Room, etc.)

City/Town Pensacola	State FL	ZIP Code + 4 32505-1714
Telephone Number (850) 595-4825	Fax Number (if applicable) (850) 595-4823	E-mail Address (if applicable) PSheldon@EscambiaClerk.com

C. Hospitals Only

This section should only be completed by hospitals that are currently enrolled or enrolling with a fee-for-service contractor (the Part A Medicare contractor), and will be billing a fee-for-service contractor for Medicare Part B services, as follows:

- Hospitals that need departmental billing numbers to bill for Part B practitioner services.
- Hospitals requiring a Part B billing number to provide pathology services.
- Hospitals requiring a Medicare Part B billing number to provide purchased tests to other Medicare Part B billers.
- If the hospital requires more than one departmental Part B billing number, list each department needing a number.

If your organization is not a hospital, and believes it will need a Part B billing number, contact the designated fee-for-service contractor to determine if this form should be submitted.

SECTION 2: IDENTIFYING INFORMATION (Continued)

C. Hospitals Only (Continued)

NOTE: If your hospital is enrolling a clinic that is not provider-based, do not complete this section.

Check "Clinic/Group Practice" in Section 2A and complete this entire application for the clinic.

1. Are you going to:
 - bill for the entire hospital with one billing number? (If yes, continue to Section 2D.)
 - separately bill for each hospital department? (If yes, answer Question 2.)
2. List the hospital departments for which you plan to bill separately:

DEPARTMENT	MEDICARE IDENTIFICATION NUMBER	NPI

D. Comments/Special Circumstances

Explain any unique circumstances concerning your practice location, the method by which you render health care services, etc.

E. Physical Therapy (PT) and Occupational Therapy (OT) Groups Only

1. Are all of the group's PT/OT services rendered in patients' homes or in the group's private office space? YES NO
2. Does this group maintain private office space? YES NO
3. Does this group own, lease, or rent its private office space? YES NO
4. Is this private office space used exclusively for the group's private practice? YES NO
5. Does this group provide PT/OT services outside of its office and/or patients' homes? YES NO

If you responded YES to any of the questions 2–5 above, submit a copy of the lease agreement that gives the group exclusive use of the facilities for PT/OT services.

F. Accreditation for Ambulatory Surgical Centers (ASCs) Only

NOTE: Copy and complete this section if more than one accreditation needs to be reported.

Check one of the following and furnish any additional information as requested:

- The enrolling ASC supplier is accredited.
- The enrolling ASC supplier is not accredited (includes exempt providers).

Name of Accrediting Organization

Effective Date of Current Accreditation (mm/dd/yyyy)

Expiration of Current Accreditation (mm/dd/yyyy)

SECTION 2: IDENTIFYING INFORMATION (Continued)

G. Termination of Physician Assistants (Only)

Complete this section to delete employed physician assistants from your group or clinic.

EFFECTIVE DATE OF DEPARTURE	PHYSICIAN ASSISTANT'S NAME	PHYSICIAN ASSISTANT'S MEDICARE IDENTIFICATION NUMBER	PHYSICIAN ASSISTANT'S NPI

H. Advanced Diagnostic Imaging (ADI) Suppliers Only

This section must be completed by all suppliers that also furnish and will bill Medicare for ADI services. All suppliers furnishing ADI services MUST be accredited in each ADI Modality checked below to qualify to bill Medicare for those services.

Check each ADI modality this supplier will furnish and the name of the Accrediting Organization that accredited that ADI Modality for this supplier.

Magnetic Resonance Imaging (MRI)

Name of Accrediting Organization for MRI

Effective Date of Current Accreditation (mm/dd/yyyy)	Expiration Date of Current Accreditation (mm/dd/yyyy)
--	---

Computed Tomography (CT)

Name of Accrediting Organization for CT

Effective Date of Current Accreditation (mm/dd/yyyy)	Expiration Date of Current Accreditation (mm/dd/yyyy)
--	---

Nuclear Medicine (NM)

Name of Accrediting Organization for NM

Effective Date of Current Accreditation (mm/dd/yyyy)	Expiration Date of Current Accreditation (mm/dd/yyyy)
--	---

Positron Emission Tomography (PET)

Name of Accrediting Organization for PET

Effective Date of Current Accreditation (mm/dd/yyyy)	Expiration Date of Current Accreditation (mm/dd/yyyy)
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SECTION 3: FINAL ADVERSE LEGAL ACTIONS/CONVICTIONS

This section captures information on final adverse legal actions, such as convictions, exclusions, revocations, and suspensions. All applicable final adverse legal actions must be reported, regardless of whether any records were expunged or any appeals are pending.

Convictions

1. The provider, supplier, or any owner of the provider or supplier was, within the last 10 years preceding enrollment or revalidation of enrollment, convicted of a Federal or State felony offense that CMS has determined to be detrimental to the best interests of the program and its beneficiaries. Offenses include:
 - Felony crimes against persons and other similar crimes for which the individual was convicted, including guilty pleas and adjudicated pre-trial diversions; financial crimes, such as extortion, embezzlement, income tax evasion, insurance fraud and other similar crimes for which the individual was convicted, including guilty pleas and adjudicated pre-trial diversions; any felony that placed the Medicare program or its beneficiaries at immediate risk (such as a malpractice suit that results in a conviction of criminal neglect or misconduct); and any felonies that would result in a mandatory exclusion under Section 1128(a) of the Act.
2. Any misdemeanor conviction, under Federal or State law, related to: (a) the delivery of an item or service under Medicare or a State health care program, or (b) the abuse or neglect of a patient in connection with the delivery of a health care item or service.
3. Any misdemeanor conviction, under Federal or State law, related to theft, fraud, embezzlement, breach of fiduciary duty, or other financial misconduct in connection with the delivery of a health care item or service.
4. Any felony or misdemeanor conviction, under Federal or State law, relating to the interference with or obstruction of any investigation into any criminal offense described in 42 C.F.R. Section 1001.101 or 1001.201.
5. Any felony or misdemeanor conviction, under Federal or State law, relating to the unlawful manufacture, distribution, prescription, or dispensing of a controlled substance.

Exclusions, Revocations, or Suspensions

1. Any revocation or suspension of a license to provide health care by any State licensing authority. This includes the surrender of such a license while a formal disciplinary proceeding was pending before a State licensing authority.
2. Any revocation or suspension of accreditation.
3. Any suspension or exclusion from participation in, or any sanction imposed by, a Federal or State health care program, or any debarment from participation in any Federal Executive Branch procurement or non-procurement program.
4. Any current Medicare payment suspension under any Medicare billing number.
5. Any Medicare revocation of any Medicare billing number.

SECTION 3: FINAL ADVERSE ACTIONS/CONVICTIONS (Continued)

FINAL ADVERSE HISTORY

1. Has your organization, under any current or former name or business identity, ever had any of the final adverse actions listed on page 13 of this application imposed against it?

YES—Continue Below NO—Skip to Section 4

2. If yes, report each final adverse action, when it occurred, the Federal or State agency or the court/administrative body that imposed the action, and the resolution, if any.

Attach a copy of the final adverse action documentation and resolution.

FINAL ADVERSE ACTION	DATE	TAKEN BY	RESOLUTION
N/A			

SECTION 4: PRACTICE LOCATION INFORMATION

INSTRUCTIONS

This section captures information about the physical location(s) where you currently provide health care services. If you operate a mobile facility or portable unit, provide the address for the “Base of Operations,” as well as vehicle information and the geographic area serviced by these facilities or units.

Only report those practice locations within the jurisdiction of the Medicare fee-for-service contractor to which you will submit this application. If you have practice locations in another Medicare fee-for-service contractor’s jurisdiction, complete a separate enrollment application (CMS-855B) for those practice locations and submit it to the Medicare fee-for-service contractor that has jurisdiction over those locations.

Provide the specific street address as recorded by the United States Postal Service. Do not provide a P.O. Box. If you provide services in a hospital and/or other health care facility for which you bill Medicare directly for the services rendered at that facility, provide the name and address of the hospital or facility.

MOBILE FACILITY AND/OR PORTABLE UNIT

A “mobile facility” is generally a mobile home, trailer, or other large vehicle that has been converted, equipped, and licensed to render health care services. These vehicles usually travel to local shopping centers or community centers to see and treat patients inside the vehicle.

A “portable unit” is when the supplier transports medical equipment to a fixed location (e.g., physician’s office, nursing home) to render services to the patient.

The most common types of mobile facilities/portable units are mobile IDTFs, portable X-ray suppliers, portable mammography, and mobile clinics. Physicians and non-physician practitioners (e.g., nurse practitioners, physician assistants) who perform services at multiple locations (e.g., house calls, assisted living facilities) are not considered to be mobile facilities/portable units.

SECTION 4: PRACTICE LOCATION INFORMATION (Continued)**A. Practice Location Information**

If you see patients in more than one practice location, copy and complete Section 4A for each location.

To ensure that CMS establishes the correct association between your Medicare legacy number and your NPI, providers and suppliers must list a Medicare legacy number—NPI combination for each practice location. If you have multiple NPIs associated with both a single legacy number and a single practice location, please list below all NPIs and associated legacy numbers for that practice location.

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

CHECK ONE	<input checked="" type="checkbox"/> CHANGE	<input type="checkbox"/> ADD	<input type="checkbox"/> DELETE
DATE (mm/dd/yyyy)	10/30/2008		

If you are enrolling for the first time, or if you are adding a new practice location, the date you provide should be the date you saw your first Medicare patient at this location.

Practice Location Name ("Doing Business As" name if different from Legal Business Name)

Escambia County, EMS

Practice Location Street Address Line 1 (Street Name and Number – NOT a P.O. Box)

6575 North "W" Street

Practice Location Street Address Line 2 (Suite, Room, etc.)

City/Town

Pensacola

State

FL

ZIP Code + 4

32505-1714

Telephone Number

(850) 595-4825

Fax Number (if applicable)

(850) 595-4823

E-mail Address (if applicable)

PSheldon@EscambiaClerk.com

Date you saw your first Medicare patient at this practice location (mm/dd/yyyy)

10/30/2008

Medicare Identification Number (if issued)

A0431

National Provider Identifier

1518960426

Medicare Identification Number (if issued)

National Provider Identifier

Medicare Identification Number (if issued)

National Provider Identifier

Medicare Identification Number (if issued)

National Provider Identifier

Medicare Identification Number (if issued)

National Provider Identifier

Is this practice location a:

Group practice office/clinic

Hospital

Retirement/assisted living community

Skilled Nursing Facility and/or Nursing Facility

Other health care facility

(Specify): Ambulance Operations Base

CLIA Number for this location (if applicable)

10D0685993

Attach a copy of the most current CLIA certifications for each of the practice locations reported on this application

FDA/Radiology (Mammography) Certification Number for this location (if issued)

Attach a copy of the most current FDA certifications for each of the practice locations reported on this application.

SECTION 4: PRACTICE LOCATION INFORMATION (Continued)

B. Where do you want remittance notices or special payments sent?

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

CHECK ONE	<input checked="" type="checkbox"/> CHANGE	<input type="checkbox"/> ADD	<input type="checkbox"/> DELETE
DATE (mm/dd/yyyy)	11/20/2012		

Medicare will issue payments via electronic funds transfer (EFT). Since payments will be made by EFT, the "Special Payments" address should indicate where all other payment information (e.g., remittance notices, special payments) should be sent.

- "Special Payments" address is the same as the practice location (only one address is listed in Section 4A). Skip to Section 4C.
- "Special Payments" address is different than that listed in Section 4A, or multiple locations are listed. Provide address below.

"Special Payments" Address Line 1 (PO Box or Street Name and Number)

6575 North "W" Street

"Special Payments" Address Line 2 (Suite, Room, etc.)

City/Town	State	ZIP Code + 4
Pensacola	FL	32505-1714

C. Where do you keep patients' medical records?

If you store patients' medical records (current and/or former patients) at a location other than the location in Section 4A or 4E, complete this section with the address of the storage location.

Post Office boxes and drop boxes are not acceptable as physical addresses where patients' records are maintained. For IDTFs and mobile facilities/portable units, the patients' medical records must be under the supplier's control. The records must be the supplier's records, not the records of another supplier. If this section is not completed, you are indicating that all records are stored at the practice locations reported in Section 4A or 4E.

SECTION 4: PRACTICE LOCATION INFORMATION (Continued)

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

First Medical Record Storage Facility (for current and former patients)

CHECK ONE	<input checked="" type="checkbox"/> CHANGE	<input type="checkbox"/> ADD	<input type="checkbox"/> DELETE
DATE (mm/dd/yyyy)	11/20/2012		

Storage Facility Address Line 1 (Street Name and Number)

6575 North "W" Street

Storage Facility Address Line 2 (Suite, Room, etc.)

City/Town	State	ZIP Code + 4
Pensacola	FL	32505-1714

Second Medical Record Storage Facility (for current and former patients)

CHECK ONE	<input type="checkbox"/> CHANGE	<input type="checkbox"/> ADD	<input type="checkbox"/> DELETE
DATE (mm/dd/yyyy)			

Storage Facility Address Line 1 (Street Name and Number)

Storage Facility Address Line 2 (Suite, Room, etc.)

City/Town	State	ZIP Code + 4

SECTION 4: PRACTICE LOCATION INFORMATION (Continued)

D. Rendering Services in Patients' Homes

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

CHECK ONE	<input type="checkbox"/> CHANGE	<input type="checkbox"/> ADD	<input type="checkbox"/> DELETE
DATE (mm/dd/yyyy)			

Furnish the city/town, State and ZIP code for all locations where health care services are rendered in patients' homes. If you provide health care services in more than one State and those States are serviced by different Medicare fee-for-service contractors, complete a separate CMS-855B enrollment application for each Medicare fee-for-service contractor's jurisdiction.

If you are adding or deleting an entire State, it is not necessary to report each city/town. Simply check the box below and specify the State.

Entire State of _____

If you are providing services in selected cities/towns, furnish the locations below. Only list ZIP codes if you are not servicing the entire city/town.

CITY/TOWN	STATE	ZIP CODE

SECTION 4: PRACTICE LOCATION INFORMATION (Continued)

E. Base of Operations Address for Mobile or Portable Suppliers (Location of Business Office or Dispatcher/Scheduler)

The base of operations is the location from where personnel are dispatched, where mobile/portable equipment is stored, and when applicable, where vehicles are parked when not in use.

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

CHECK ONE	<input type="checkbox"/> CHANGE	<input type="checkbox"/> ADD	<input type="checkbox"/> DELETE
DATE (mm/dd/yyyy)			

Check here and skip to Section 4F if the "Base of Operations" address is the same as the "Practice Location" listed in Section 4A.

Street Address Line 1 (Street Name and Number)

Street Address Line 2 (Suite, Room, etc.)

City/Town	State	ZIP Code + 4
Telephone Number	Fax Number (if applicable)	E-mail Address (if applicable)

F. Vehicle Information

If the mobile health care services are rendered inside a vehicle, such as a mobile home or trailer, furnish the following vehicle information. Do not provide information about vehicles that are used only to transport medical equipment (e.g., when the equipment is transported in a van but is used in a fixed setting, such as a doctor's office) or ambulance vehicles. If more than two vehicles are used, copy and complete this section as needed.

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

CHECK ONE FOR EACH VEHICLE	TYPE OF VEHICLE (van, mobile home, trailer, etc.)	VEHICLE IDENTIFICATION NUMBER
<input type="checkbox"/> CHANGE <input type="checkbox"/> ADD <input type="checkbox"/> DELETE		
Effective Date:		
<input type="checkbox"/> CHANGE <input type="checkbox"/> ADD <input type="checkbox"/> DELETE		
Effective Date:		

For each vehicle, submit a copy of all health care related permits/licenses/registrations.

SECTION 4: PRACTICE LOCATION INFORMATION (Continued)

G. Geographic Location for Mobile Or Portable Suppliers Where the Base of Operations and/or Vehicle Renders Services

Provide the city/town, State, and ZIP Code for all locations where mobile and/or portable services are rendered.

NOTE: If you provide mobile or portable health care services in more than one State and those States are serviced by different Medicare fee-for-service contractors, complete a separate enrollment application (CMS-855B) for each Medicare fee-for-service contractor's jurisdiction.

INITIAL REPORTING AND/OR ADDITIONS

If you are reporting or adding an entire State, it is not necessary to report each city/town. Simply check the box below and specify the State.

Entire State of _____

If services are provided in selected cities/towns, provide the locations below. Only list ZIP codes if you are not servicing the entire city/town.

CITY/TOWN	STATE	ZIP CODE

DELETIONS

If you are deleting an entire State, it is not necessary to report each city/town. Simply check the box below and specify the State.

Entire State of _____

If services you are deleting are furnished in selected cities/towns, provide the locations below. Only list ZIP codes if you are not servicing the entire city/town.

CITY/TOWN	STATE	ZIP CODE

SECTION 5: OWNERSHIP INTEREST AND/OR MANAGING CONTROL INFORMATION (ORGANIZATIONS)

NOTE: Only report organizations in this section. Individuals must be reported in Section 6.

Complete this section with information about all organizations that have 5 percent or more (direct or indirect) ownership interest of, any partnership interest in, and/or managing control of, the supplier identified in Section 2, as well as information on any adverse legal actions that have been imposed against that organization. For examples of organizations that should be reported here, visit our Web site: www.cms.hhs.gov/MedicareProviderSupEnroll. If there is more than one organization that should be reported, copy and complete this section for each.

MANAGING CONTROL (ORGANIZATIONS)

Any organization that exercises operational or managerial control over the supplier, or conducts the day-to-day operations of the supplier, is a managing organization and must be reported. The organization need not have an ownership interest in the supplier in order to qualify as a managing organization. For instance, it could be a management services organization under contract with the supplier to furnish management services for the business.

SPECIAL TYPES OF ORGANIZATIONS

Governmental/Tribal Organizations

If a Federal, State, county, city or other level of government, or an Indian tribe, will be legally and financially responsible for Medicare payments received (including any potential overpayments), the name of that government or Indian tribe should be reported as an owner. The supplier must submit a letter on the letterhead of the responsible government (e.g., government agency) or tribal organization that attests that the government or tribal organization will be legally and financially responsible in the event that there is any outstanding debt owed to CMS. This letter must be signed by an appointed or elected official of the government or tribal organization who has the authority to legally and financially bind the government or tribal organization to the laws, regulations, and program instructions of the Medicare program.

Non-Profit, Charitable and Religious Organizations

Many non-profit organizations are charitable or religious in nature, and are operated and/or managed by a board of trustees or other governing body. The actual name of the board of trustees or other governing body should be reported in this section. While the organization should be listed in Section 5, individual board members should be listed in Section 6. Each non-profit organization should submit a copy of a 501(c)(3) document verifying its non-profit status.

SECTION 5: OWNERSHIP INTEREST AND/OR MANAGING CONTROL INFORMATION (ORGANIZATIONS) (Continued)

All organizations that have any of the following must be reported in Section 5:

- 5 percent or more ownership of the supplier,
- Managing control of the supplier, or
- A partnership interest in the supplier, regardless of the percentage of ownership the partner has.

Owning/Managing organizations are generally one of the following types:

- Corporations (including non-profit corporations)
- Partnerships and Limited Partnerships (as indicated above)
- Limited Liability Companies
- Charitable and/or Religious organizations
- Governmental and/or Tribal organizations

A. Organization with Ownership Interest and/or Managing Control—Identification Information

Not Applicable

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

<input type="checkbox"/> CHECK ONE	<input checked="" type="checkbox"/> CHANGE	<input type="checkbox"/> ADD	<input type="checkbox"/> DELETE
DATE (mm/dd/yyyy)	11/20/2012		

Check all that apply:

5 Percent or More Ownership Interest Partner Managing Control

Legal Business Name as Reported to the Internal Revenue Service

Escambia County, Board of County Commissioners

"Doing Business As" Name (if applicable)

Escambia County, EMS

Address Line 1 (Street Name and Number)

6575 North "W" Street

Address Line 2 (Suite, Room, etc.)

City/Town Pensacola	State FL	ZIP Code + 4 32505-1714
Telephone Number (850) 595-4825	Fax Number (if applicable) (850) 595-4823	E-mail Address (if applicable) PSheldon@EscambiaClerk.com
NPI (if issued) 1518960426	Tax Identification Number (Required) 59-6000598	Medicare Identification Number(s) (if issued) A0431

What is the effective date this owner acquired ownership of the provider identified in Section 2B1 of this application? (mm/dd/yyyy) 10/01/1975

What is the effective date this organization acquired managing control of the provider identified in Section 2B1 of this application? (mm/dd/yyyy) 10/01/1975

NOTE: Furnish both dates if applicable.

**SECTION 5: OWNERSHIP INTEREST AND/OR MANAGING CONTROL INFORMATION
(ORGANIZATIONS) (Continued)**

B. Final Adverse Legal Action History

If reporting a change to existing information, check "Change," provide the effective date of the change, and complete the appropriate fields in this section.

Change

Effective Date: _____

1. Has this individual in Section 5A above, under any current or former name or business identity, ever had a final adverse legal action listed on page 13 of this application imposed against him/her?

YES—Continue Below NO—Skip to Section 6

2. If YES, report each final adverse legal action, when it occurred, the Federal or State agency or the court/administrative body that imposed the action, and the resolution, if any.

Attach a copy of the final adverse legal action documentation and resolution.

FINAL ADVERSE LEGAL ACTION	DATE	TAKEN BY	RESOLUTION

SECTION 6: OWNERSHIP INTEREST AND/OR MANAGING CONTROL INFORMATION (INDIVIDUALS)

NOTE: Only Individuals should be reported in Section 6. Organizations must be reported in Section 5. For more information on “direct” and “indirect” owners, go to www.cms.hhs.gov/MedicareProviderSupEnroll.

The supplier MUST have at least ONE owner and/or managing employee.

The following individuals must be reported in Section 6A:

- All persons who have a 5 percent or greater direct or indirect ownership interest in the supplier;
- If (and only if) the supplier is a corporation (whether for-profit or non-profit), all officers and directors of the supplier;
- All managing employees of the supplier;
- All individuals with a partnership interest in the supplier, regardless of the percentage of ownership the partner has; and
- Authorized and delegated officials.

Example: A supplier is 100 percent owned by Company C, which itself is 100 percent owned by Individual D. Assume that Company C is reported in Section 5A as an owner of the supplier. Assume further that Individual D, as an indirect owner of the supplier, is reported in Section 6A. Based on this example, the supplier would check the “5 percent or Greater Direct/Indirect Owner” box in Section 6A.

NOTE: All partners within a partnership must be reported on this application. This applies to both “General” and “Limited” partnerships. For instance, if a limited partnership has several limited partners and each of them only has a 1 percent interest in the supplier, each limited partner must be reported on this application, even though each owns less than 5 percent. The 5 percent threshold primarily applies to corporations and other organizations that are not partnerships.

Non-Profit, Charitable or Religious Organizations: If you are a non-profit charitable or religious organization that has no organizational or individual owners (only board members, directors or managers), you should submit with your application a 501(c)(3) document verifying non-profit status.

For purposes of this application, the terms “officer,” “director,” and “managing employee” are defined as follows:

Officer is any person whose position is listed as being that of an officer in the supplier’s “articles of incorporation” or “corporate bylaws,” or anyone who is appointed by the board of directors as an officer in accordance with the supplier’s corporate bylaws.

Director is a member of the supplier’s “board of directors.” It does not necessarily include a person who may have the word “director” in his/her job title (e.g., departmental director, director of operations). Moreover, where a supplier has a governing body that does not use the term “board of directors,” the members of that governing body will still be considered “directors.” Thus, if the supplier has a governing body titled “board of trustees” (as opposed to “board of directors”), the individual trustees are considered “directors” for Medicare enrollment purposes.

Managing Employee means a general manager, business manager, administrator, director, or other individual who exercises operational or managerial control over, or who directly or indirectly conducts, the day-to-day operations of the supplier, either under contract or through some other arrangement, regardless of whether the individual is a W-2 employee of the supplier.

NOTE: If a governmental or tribal organization will be legally and financially responsible for Medicare payments received (per the instructions for Governmental/Tribal Organizations in Section 5), the supplier is only required to report its managing employees in Section 6. Owners, partners, officers, and directors do not need to be reported, except those who are listed as authorized or delegated officials on this application.

Any information on final adverse actions that have been imposed against the individuals reported in this section must be furnished. If there is more than one individual, copy and complete this section for each individual. Owners, Authorized Officials and/or Delegated Officials must complete this section.

**SECTION 6: OWNERSHIP INTEREST AND/OR MANAGING CONTROL INFORMATION
(INDIVIDUALS) (Continued)**

A. Individuals with Ownership Interest and/or Managing Control—Identification Information

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

CHECK ONE	<input checked="" type="checkbox"/> CHANGE	<input type="checkbox"/> ADD	<input type="checkbox"/> DELETE
DATE (mm/dd/yyyy)	11/20/2012		

The name, date of birth, and social security number of each person listed in this Section must coincide with the individual's information as listed with the Social Security Administration.

First Name Gene	Middle Initial M	Last Name Valentino	Jr., Sr., etc.	Title Chairman for ECoBCC
Date of Birth (mm/dd/yyyy) ██████████	Place of Birth (State) Connecticut		Country of Birth USA	
Social Security Number (Required) ██████████	Medicare Identification Number (if issued) A0431	NPI (if issued) 1518960426		

What is the above individual's relationship with the supplier in Section 2B1? (Check all that apply.)

- | | |
|---|---|
| <input type="checkbox"/> 5 Percent or Greater Direct/Indirect Owner | <input checked="" type="checkbox"/> Director/Officer |
| <input type="checkbox"/> Authorized Official | <input type="checkbox"/> Contracted Managing Employee |
| <input type="checkbox"/> Delegated Official | <input type="checkbox"/> Managing Employee (W-2) |
| <input type="checkbox"/> Partner | |

What is the effective date this owner acquired ownership of the provider identified in Section 2B1 of this application? (mm/dd/yyyy) 11/20/2012

What is the effective date this individual acquired managing control of the provider identified in Section 2B1 of this application? (mm/dd/yyyy) 11/20/2012

NOTE: Furnish both dates if applicable.

**SECTION 6: OWNERSHIP INTEREST AND/OR MANAGING CONTROL INFORMATION
(INDIVIDUALS) (Continued)**

B. Final Adverse Legal Action History

Complete this section for the individual reported in Section 6A above. If reporting a change to existing information, check "change," provide the effective date of the change and complete the appropriate fields in this section.

Change
Effective Date: _____

1. Has this individual in Section 6A above, under any current or former name or business identity, ever had a final adverse legal action listed on page 13 of this application imposed against him/her?

YES—Continue Below NO—Skip to Section 8

2. If YES, report each final adverse legal action, when it occurred, the Federal or State agency or the court/administrative body that imposed the action, and the resolution, if any.

Attach a copy of the final adverse legal action documentation and resolution.

FINAL ADVERSE LEGAL ACTION	DATE	TAKEN BY	RESOLUTION
N/A			

SECTION 7: FOR FUTURE USE (THIS SECTION NOT APPLICABLE)

SECTION 8: BILLING AGENCY INFORMATION

A billing agency is a company or individual that you contract with to prepare and submit your claims. If you use a billing agency, you are responsible for the claims submitted on your behalf.

Check here if this section does not apply and skip to Section 13.

BILLING AGENCY NAME AND ADDRESS

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

CHECK ONE	<input type="checkbox"/> CHANGE	<input type="checkbox"/> ADD	<input type="checkbox"/> DELETE
DATE (mm/dd/yyyy)			

Legal Business/Individual Name as Reported to the Social Security Administration or the Internal Revenue Service

If Individual, Billing Agent Date of Birth (mm/dd/yyyy)

"Doing Business As" Name (if applicable)

Tax Identification/Social Security Number (required)

Billing Agency Street Address Line 1 (Street Name and Number)

Billing Agency Street Address Line 2 (Suite, Room, etc.)

City/Town	State	ZIP Code + 4
Telephone Number	Fax Number (if applicable)	E-mail Address (if applicable)

SECTION 9: FOR FUTURE USE (THIS SECTION NOT APPLICABLE)

SECTION 10: FOR FUTURE USE (THIS SECTION NOT APPLICABLE)

SECTION 11: FOR FUTURE USE (THIS SECTION NOT APPLICABLE)

SECTION 12: FOR FUTURE USE (THIS SECTION NOT APPLICABLE)

SECTION 13: CONTACT PERSON

If questions arise during the processing of this application, the fee-for-service contractor will contact the individual shown below. If the contact person is either an authorized or delegated official, check the appropriate box below.

Contact an Authorized Official listed in Section 15.

Contact a Delegated Official listed in Section 16.

First Name Patricia	Middle Initial L	Last Name Sheldon	Jr., Sr., etc.
Telephone Number (850) 595-4825	Fax Number (if applicable) (850) 595-4823	E-mail Address (if applicable) PSheldon@EscambiaClerk.com	
Address Line 1 (Street Name and Number) 221 Palafox Place			
Address Line 2 (Suite, Room, etc.) Suite 130			
City/Town Pensacola	State FL	ZIP Code + 4 32502-5833	

SECTION 14: PENALTIES FOR FALSIFYING INFORMATION

This section explains the penalties for deliberately falsifying information in this application to gain or maintain enrollment in the Medicare program.

1. 18 U.S.C. § 1001 authorizes criminal penalties against an individual who, in any matter within the jurisdiction of any department or agency of the United States, knowingly and willfully falsifies, conceals or covers up by any trick, scheme or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry.

Individual offenders are subject to fines of up to \$250,000 and imprisonment for up to five years. Offenders that are organizations are subject to fines of up to \$500,000 (18 U.S.C. § 3571). Section 3571(d) also authorizes fines of up to twice the gross gain derived by the offender if it is greater than the amount specifically authorized by the sentencing statute.

2. Section 1128B(a)(1) of the Social Security Act authorizes criminal penalties against any individual who, "knowingly and willfully," makes or causes to be made any false statement or representation of a material fact in any application for any benefit or payment under a Federal health care program.

The offender is subject to fines of up to \$25,000 and/or imprisonment for up to five years.

3. The Civil False Claims Act, 31 U.S.C. § 3729, imposes civil liability, in part, on any person who:
 - a) knowingly presents, or causes to be presented, to an officer or any employee of the United States Government a false or fraudulent claim for payment or approval;
 - b) knowingly makes, uses, or causes to be made or used, a false record or statement to get a false or fraudulent claim paid or approved by the Government; or
 - c) conspires to defraud the Government by getting a false or fraudulent claim allowed or paid.

The Act imposes a civil penalty of \$5,000 to \$10,000 per violation, plus three times the amount of damages sustained by the Government.

SECTION 14: PENALTIES FOR FALSIFYING INFORMATION (Continued)

4. Section 1128A(a)(1) of the Social Security Act imposes civil liability, in part, on any person (including an organization, agency or other entity) that knowingly presents or causes to be presented to an officer, employee, or agent of the United States, or of any department or agency thereof, or of any State agency...a claim...that the Secretary determines is for a medical or other item or service that the person knows or should know:
- a) was not provided as claimed; and/or
 - b) the claim is false or fraudulent.

This provision authorizes a civil monetary penalty of up to \$10,000 for each item or service, an assessment of up to three times the amount claimed, and exclusion from participation in the Medicare program and State health care programs.

5. 18 U.S.C. 1035 authorizes criminal penalties against individuals in any matter involving a health care benefit program who knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact; or makes any materially false, fictitious, or fraudulent statements or representations, or makes or uses any materially false fictitious, or fraudulent statement or entry, in connection with the delivery of or payment for health care benefits, items or services. The individual shall be fined or imprisoned up to 5 years or both.
6. 18 U.S.C. 1347 authorizes criminal penalties against individuals who knowing and willfully execute, or attempt, to execute a scheme or artifice to defraud any health care benefit program, or to obtain, by means of false or fraudulent pretenses, representations, or promises, any of the money or property owned by or under the control of any, health care benefit program in connection with the delivery of or payment for health care benefits, items, or services. Individuals shall be fined or imprisoned up to 10 years or both. If the violation results in serious bodily injury, an individual will be fined or imprisoned up to 20 years, or both. If the violation results in death, the individual shall be fined or imprisoned for any term of years or for life, or both.
7. The government may assert common law claims such as “common law fraud,” “money paid by mistake,” and “unjust enrichment.”

Remedies include compensatory and punitive damages, restitution, and recovery of the amount of the unjust profit.

SECTION 15: CERTIFICATION STATEMENT

An **AUTHORIZED OFFICIAL** means an appointed official (for example, chief executive officer, chief financial officer, general partner, chairman of the board, or direct owner) to whom the organization has granted the legal authority to enroll it in the Medicare program, to make changes or updates to the organization's status in the Medicare program, and to commit the organization to fully abide by the statutes, regulations, and program instructions of the Medicare program.

A **DELEGATED OFFICIAL** means an individual who is delegated by an authorized official the authority to report changes and updates to the supplier's enrollment record. A delegated official must be an individual with an "ownership or control interest" in (as that term is defined in Section 1124(a)(3) of the Social Security Act), or be a W-2 managing employee of, the supplier.

Delegated officials may not delegate their authority to any other individual. Only an authorized official may delegate the authority to make changes and/or updates to the supplier's Medicare status. Even when delegated officials are reported in this application, an authorized official retains the authority to make any such changes and/or updates by providing his or her printed name, signature, and date of signature as required in Section 15B.

NOTE: Authorized officials and delegated officials must be reported in Section 6, either on this application or on a previous application to this same Medicare fee-for-service contractor. **If this is the first time an authorized and/or delegated official has been reported on the CMS-855B, you must complete Section 6 for that individual.**

By his/her signature(s), an authorized official binds the supplier to all of the requirements listed in the Certification Statement and acknowledges that the supplier may be denied entry to or revoked from the Medicare program if any requirements are not met. All signatures must be original and in ink. Faxed, photocopied, or stamped signatures will not be accepted.

Only an authorized official has the authority to sign (1) the initial enrollment application on behalf of the supplier or (2) the enrollment application that must be submitted as part of the periodic revalidation process. A delegated official does not have this authority.

By signing this application, an authorized official agrees to immediately notify the Medicare fee-for-service contractor if any information furnished on the application is not true, correct, or complete. In addition, an authorized official, by his/her signature, agrees to notify the Medicare fee-for-service contractor of any future changes to the information contained in this form, after the supplier is enrolled in Medicare, in accordance with the timeframes established in 42 C.F.R. 424.520(b). (IDTF changes of information must be reported in accordance with 42 C.F.R. 410.33.)

The supplier can have as many authorized officials as it wants. If the supplier has more than two authorized officials, it should copy and complete this section as needed.

**EACH AUTHORIZED AND DELEGATED OFFICIAL MUST HAVE
AND DISCLOSE HIS/HER SOCIAL SECURITY NUMBER.**

SECTION 15: CERTIFICATION STATEMENT (Continued)

A. Additional Requirements for Medicare Enrollment

These are additional requirements that the supplier must meet and maintain in order to bill the Medicare program. Read these requirements carefully. By signing, the supplier is attesting to having read the requirements and understanding them.

By his/her signature(s), the authorized official(s) named below and the delegated official(s) named in Section 16 agree to adhere to the following requirements stated in this Certification Statement:

1. I authorize the Medicare contractor to verify the information contained herein. I agree to notify the Medicare contractor of any future changes to the information contained in this application in accordance with the timeframes established in 42 C.F.R. § 424.516. I understand that any change in the business structure of this supplier may require the submission of a new application.
2. I have read and understand the Penalties for Falsifying Information, as printed in this application. I understand that any deliberate omission, misrepresentation, or falsification of any information contained in this application or contained in any communication supplying information to Medicare, or any deliberate alteration of any text on this application form, may be punished by criminal, civil, or administrative penalties including, but not limited to, the denial or revocation of Medicare billing privileges, and/or the imposition of fines, civil damages, and/or imprisonment.
3. I agree to abide by the Medicare laws, regulations and program instructions that apply to this supplier. The Medicare laws, regulations, and program instructions are available through the Medicare contractor. I understand that payment of a claim by Medicare is conditioned upon the claim and the underlying transaction complying with such laws, regulations, and program instructions (including, but not limited to, the Federal anti-kickback statute and the Stark law), and on the supplier's compliance with all applicable conditions of participation in Medicare.
4. Neither this supplier, nor any five percent or greater owner, partner, officer, director, managing employee, authorized official, or delegated official thereof is currently sanctioned, suspended, debarred, or excluded by the Medicare or State Health Care Program, e.g., Medicaid program, or any other Federal program, or is otherwise prohibited from supplying services to Medicare or other Federal program beneficiaries.
5. I agree that any existing or future overpayment made to the supplier by the Medicare program may be recouped by Medicare through the withholding of future payments.
6. I will not knowingly present or cause to be presented a false or fraudulent claim for payment by Medicare, and I will not submit claims with deliberate ignorance or reckless disregard of their truth or falsity.
7. I authorize any national accrediting body whose standards are recognized by the Secretary as meeting the Medicare program participation requirements, to release to any authorized representative, employee, or agent of the Centers for Medicare & Medicaid Services (CMS) a copy of my most recent accreditation survey, together with any information related to the survey that CMS may require (including corrective action plans).

SECTION 15: CERTIFICATION STATEMENT (Continued)

B. 1ST Authorized Official Signature

I have read the contents of this application. My signature legally and financially binds this supplier to the laws, regulations, and program instructions of the Medicare program. By my signature, I certify that the information contained herein is true, correct, and complete and I authorize the Medicare fee-for-service contractor to verify this information. If I become aware that any information in this application is not true, correct, or complete, I agree to notify the Medicare fee-for-service contractor of this fact in accordance with the time frames established in 42 CFR § 424.516.

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

CHECK ONE	<input type="checkbox"/> CHANGE	<input type="checkbox"/> ADD	<input checked="" type="checkbox"/> DELETE
DATE (mm/dd/yyyy)			11/20/2012

Authorized Official's Information and Signature

First Name Grover	Middle Initial C	Last Name Robinson	Suffix (e.g., Jr., Sr.) IV
Telephone Number (850) 595-4940	Title/Position Chairman for Escambia County BCC		
Authorized Official Signature (First, Middle, Last Name, Jr., Sr., M.D., D.O., etc.)			Date Signed (mm/dd/yyyy)

(blue ink preferred)

C. 2ND Authorized Official Signature

I have read the contents of this application. My signature legally and financially binds this supplier to the laws, regulations, and program instructions of the Medicare program. By my signature, I certify that the information contained herein is true, correct, and complete and I authorize the Medicare fee-for-service contractor to verify this information. If I become aware that any information in this application is not true, correct, or complete, I agree to notify the Medicare fee-for-service contractor of this fact in accordance with the time frames established in 42 CFR § 424.516.

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

CHECK ONE	<input type="checkbox"/> CHANGE	<input checked="" type="checkbox"/> ADD	<input type="checkbox"/> DELETE
DATE (mm/dd/yyyy)		11/20/2012	

Authorized Official's Information and Signature

First Name Gene	Middle Initial M	Last Name Valentino	Suffix (e.g., Jr., Sr.)
Telephone Number (850) 595-4825	Title/Position Chairman for Escambia County BCC		
Authorized Official Signature (First, Middle, Last Name, Jr., Sr., M.D., D.O., etc.)			Date Signed (mm/dd/yyyy)

This document approved as to form and legal sufficiency, by: *[Signature]*
 Title: *[Signature]*
 Date: 11/21/12

All signatures must be original and signed in ink (blue ink preferred). Applications with signatures deemed not original will not be processed. Stamped, faxed or copied signatures will not be accepted.

SECTION 15: CERTIFICATION STATEMENT (Continued)

B. 1ST Authorized Official Signature

I have read the contents of this application. My signature legally and financially binds this supplier to the laws, regulations, and program instructions of the Medicare program. By my signature, I certify that the information contained herein is true, correct, and complete and I authorize the Medicare fee-for-service contractor to verify this information. If I become aware that any information in this application is not true, correct, or complete, I agree to notify the Medicare fee-for-service contractor of this fact in accordance with the time frames established in 42 CFR § 424.516.

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

CHECK ONE	<input type="checkbox"/> CHANGE	<input type="checkbox"/> ADD	<input checked="" type="checkbox"/> DELETE
DATE (mm/dd/yyyy)			11/20/2012

Authorized Official's Information and Signature

First Name J	Middle Initial	Last Name Dickson	Suffix (e.g., Jr., Sr.)
Telephone Number	Title/Position		
Authorized Official Signature (First, Middle, Last Name, Jr., Sr., M.D., D.O., etc.)			Date Signed (mm/dd/yyyy)

(blue ink preferred)

C. 2ND Authorized Official Signature

I have read the contents of this application. My signature legally and financially binds this supplier to the laws, regulations, and program instructions of the Medicare program. By my signature, I certify that the information contained herein is true, correct, and complete and I authorize the Medicare fee-for-service contractor to verify this information. If I become aware that any information in this application is not true, correct, or complete, I agree to notify the Medicare fee-for-service contractor of this fact in accordance with the time frames established in 42 CFR § 424.516.

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

CHECK ONE	<input type="checkbox"/> CHANGE	<input type="checkbox"/> ADD	<input type="checkbox"/> DELETE
DATE (mm/dd/yyyy)			

Authorized Official's Information and Signature

First Name	Middle Initial	Last Name	Suffix (e.g., Jr., Sr.)
Telephone Number	Title/Position		
Authorized Official Signature (First, Middle, Last Name, Jr., Sr., M.D., D.O., etc.)			Date Signed (mm/dd/yyyy)

Date: 11/21/12
 Title: [Signature]
 By: [Signature]
 This document approved as to form and legal sufficiency.

All signatures must be original and signed in ink (blue ink preferred). Applications with signatures deemed not original will not be processed. Stamped, faxed or copied signatures will not be accepted.

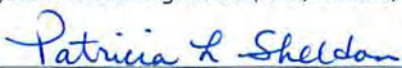
SECTION 16: DELEGATED OFFICIAL (OPTIONAL)

- You are not required to have a delegated official. However, if no delegated official is assigned, the authorized official(s) will be the only person(s) who can make changes and/or updates to the supplier's status in the Medicare program.
- The signature of a delegated official shall have the same force and effect as that of an authorized official, and shall legally and financially bind the supplier to the laws, regulations, and program instructions of the Medicare program. By his or her signature, the delegated official certifies that he or she has read the Certification Statement in Section 15 and agrees to adhere to all of the stated requirements. A delegated official also certifies that he/she meets the definition of a delegated official. When making changes and/or updates to the supplier's enrollment information maintained by the Medicare program, a delegated official certifies that the information provided is true, correct, and complete.
- Delegated officials being deleted do not have to sign or date this application.
- Independent contractors are not considered "employed" by the supplier, and therefore cannot be delegated officials.
- The signature(s) of an authorized official in Section 16 constitutes a legal delegation of authority to all delegated official(s) assigned in Section 16.
- If there are more than two individuals, copy and complete this section for each individual.

A. 1ST Delegated Official Signature

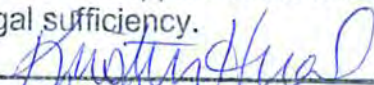
If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

CHECK ONE	<input type="checkbox"/> CHANGE	<input checked="" type="checkbox"/> ADD	<input type="checkbox"/> DELETE
DATE (mm/dd/yyyy)		11/20/2012	

Delegated Official First Name	Middle Initial	Last Name	Suffix (e.g., Jr., Sr.)
Patricia	L	Sheldon	
Delegated Official Signature (First, Middle, Last Name, Jr., Sr., M.D., D.O., etc.)			Date Signed (mm/dd/yyyy)
			01/04/2013
<input checked="" type="checkbox"/> Check here if Delegated Official is a W-2 Employee		Telephone Number	
		(850) 595-4825	
Authorized Official's Signature Assigning this Delegation (First, Middle, Last Name, Jr., Sr., M.D., D.O., etc.)			Date Signed (mm/dd/yyyy)

(blue ink preferred)

This document approved as to form and legal sufficiency.

By: 
 Title: ACA
 Date: 1/7/13

SECTION 16: DELEGATED OFFICIAL (OPTIONAL)

B. 2ND Delegated Official Signature

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

CHECK ONE	<input type="checkbox"/> CHANGE	<input type="checkbox"/> ADD	<input checked="" type="checkbox"/> DELETE
DATE (mm/dd/yyyy)			11/20/2012

Delegated Official First Name Janice	Middle Initial	Last Name Kilgore	Suffix (e.g., Jr., Sr.)
---	----------------	----------------------	-------------------------

Delegated Official Signature (First, Middle, Last Name, Jr., Sr., M.D., D.O., etc.)	Date Signed (mm/dd/yyyy)
---	--------------------------

<input type="checkbox"/> Check here if Delegated Official is a W-2 Employee	Telephone Number
---	------------------

Authorized Official's Signature Assigning this Delegation (First, Middle, Last Name, Jr., Sr., M.D., D.O., etc.)	Date Signed (mm/dd/yyyy)
--	--------------------------

(blue ink preferred)

All signatures must be original and signed in ink (blue ink preferred). Applications with signatures deemed not original will not be processed. Stamped, faxed or copied signatures will not be accepted.

This document approved as to form and legal sufficiency.

By: Martin Stival

Title: ACA

Date: 1/7/13

SECTION 17: SUPPORTING DOCUMENTS

This section lists the documents that, if applicable, must be submitted with this enrollment application. If you are newly enrolling, or are reactivating or revalidating your enrollment, you must provide all applicable documents. For changes, only submit documents that are applicable to that change.

The fee-for-service contractor may request, at any time during the enrollment process, documentation to support or validate information reported on the application. The Medicare fee-for-service contractor may also request documents from you, other than those identified in this Section 17, as are necessary to bill Medicare.

MANDATORY FOR ALL PROVIDER/SUPPLIER TYPES

- Written confirmation from the IRS confirming your Tax Identification Number with the Legal Business Name (e.g., IRS form CP 575) provided in Section 2.
(NOTE: This information is needed if the applicant is enrolling their professional corporation, professional association, or limited liability corporation with this application or enrolling as a sole proprietor using an Employer Identification Number.)
- Completed Form CMS-588, for Electronic Funds Transfer Authorization Agreement.
(NOTE: If a supplier already receives payments electronically and is not making a change to its banking information, the CMS-588 is not required.)

MANDATORY FOR SELECTED PROVIDER/SUPPLIER TYPES

- Copy(s) of all documentation verifying IDTF Supervisory Physician(s) proficiency and/or State licenses or certification for IDTF non-physician personnel.
- Copy(s) of all documentation verifying the State licenses or certifications of the laboratory Director or non-physician practitioner personnel of an independent clinical laboratory.

MANDATORY, IF APPLICABLE

- Copy of IRS Determination Letter, if supplier is registered with the IRS as non-profit.
- Written confirmation from the IRS confirming your Limited Liability Company (LLC) is automatically classified as a Disregarded Entity. (e.g., Form 8832).
(NOTE: A disregarded entity is an eligible entity that is treated as an entity not separate from its single owner for income tax purposes.)
- Statement in writing from the bank. If Medicare payment due a supplier of services is being sent to a bank (or similar financial institution) with whom the supplier has a lending relationship (that is, any type of loan), then the supplier must provide a statement in writing from the bank (which must be in the loan agreement) that the bank has agreed to waive its right of offset for Medicare receivables.
- Copy(s) of all final adverse action documentation (e.g., notifications, resolutions, and reinstatement letters).
- Completed Form(s) CMS 855R, Reassignment of Medicare Benefits.
- Completed Form CMS-460, Medicare Participating Physician or Supplier Agreement.
- Copy of an attestation for government entities and tribal organizations.
- Copy of FAA 135 certificate (air ambulance suppliers).
- Copy(s) of comprehensive liability insurance policy (IDTFs only).

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0938-0685. The time required to complete this information collection is estimated to 6 hours per response, including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection. If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to: CMS, 7500 Security Boulevard, Attn: PRA Reports Clearance Officer, Baltimore, Maryland 21244-1850.

DO NOT MAIL APPLICATIONS TO THIS ADDRESS. Mailing your application to this address will significantly delay application processing.

ATTACHMENT 1: AMBULANCE SERVICE SUPPLIERS

All ambulance service suppliers enrolling in the Medicare program must complete this attachment.

A. Geographic Area

This section is to be completed with information about the geographic area in which this company provides ambulance services. If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

Provide the city/town, State, and ZIP code for all locations where this ambulance company renders services.

CHECK ONE	<input type="checkbox"/> CHANGE	<input checked="" type="checkbox"/> ADD	<input type="checkbox"/> DELETE
DATE (mm/dd/yyyy)		11/20/2012	

NOTE: If the ambulance company has vehicles garaged within a different Medicare contractor's jurisdiction, a separate CMS-855B enrollment application must be submitted to that fee-for-service contractor.

1. INITIAL REPORTING AND/OR ADDITIONS

If services are provided in selected cities/towns, provide the locations below. List ZIP codes only if they are not within the entire city/town.

CITY/TOWN	STATE	ZIP CODE
Pensacola	Florida	
Century	Florida	
Flomaton	Alabama	

2. DELETIONS

If services are no longer provided in selected cities/towns, provide the locations below. List ZIP codes only if they are not within the entire city/town.

CITY/TOWN	STATE	ZIP CODE

ATTACHMENT 1: AMBULANCE SERVICE SUPPLIERS (Continued)

B. State License Information

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

Crew members must complete continuing education requirements in accordance with State and local licensing laws. Evidence of re-certification must be retained with the employer in case it is required by the Medicare fee-for-service contractor.

CHECK ONE	<input type="checkbox"/> CHANGE	<input checked="" type="checkbox"/> ADD	<input type="checkbox"/> DELETE
DATE (mm/dd/yyyy)		11/20/2012	

Is this ambulance company licensed in the State where services are rendered and billed for? YES NO

If NO, explain why:

If YES, provide the license information for the State where this ambulance service supplier will be rendering services and billing Medicare. Attach a copy of the current State license.

License Number 3581	Issuing State (if applicable) Florida	Issuing City/Town (if applicable) Tallahassee
Effective Date (mm/dd/yyyy) 10/03/2012	Expiration Date (mm/dd/yyyy) 12/14/2012	

C. Paramedic Intercept Services Information

Paramedic Intercept Services involve an arrangement between a Basic Life Support (BLS) ambulance company and an Advanced Life Support (ALS) ambulance company whereby the latter provides the ALS services and the BLS ambulance company provides the transportation component. If such an arrangement exists between the enrolling ambulance company and another ambulance company, the enrolling ambulance company must attach a copy of the signed contract. For more information, see 42 C.F.R. 410.40.

If reporting a change to information about a previously reported agreement/contract, check "Change" and provide the effective date of the change.

Change
Effective Date: _____

Does this ambulance company currently participate in a paramedic intercept services arrangement?

YES NO

ATTACHMENT 1: AMBULANCE SERVICE SUPPLIERS (Continued)

D. Vehicle Information

Complete this section with information about the vehicles used by this ambulance company and the services they provide. If there is more than one vehicle, copy and complete this section as needed. Attach a copy of each vehicle registration.

To qualify as an air ambulance supplier, the following is required:

- A written statement, signed by the President, Chief Executive Officer or Chief Operating Officer of the airport from where the aircraft is hangared that gives the name and address of the facility, and
- Proof that the enrolling ambulance company, or the company leasing the air ambulance vehicle to the enrolling ambulance company, possesses a valid charter flight license (FAA 135 Certificate) for the aircraft being used as an air ambulance. If the enrolling ambulance company owns the aircraft, the owner's name on the FAA 135 Certificate must be the same as the enrolling ambulance company's name (or the ambulance company owner as reported in Sections 5 or 6) in this application. If the enrolling ambulance company leases the aircraft from another company, a copy of the lease agreement must accompany this enrollment application.

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

CHECK ONE	<input type="checkbox"/> CHANGE	<input checked="" type="checkbox"/> ADD	<input type="checkbox"/> DELETE
DATE (mm/dd/yyyy)		11/20/2012	

Type (automobile, aircraft, boat, etc.) See Attached List		Vehicle Identification Number	
Make (e.g., Ford)	Model (e.g., 350T)	Year (yyyy)	

Does this vehicle provide:

Advanced life support (Level 1)	<input type="checkbox"/> YES <input type="checkbox"/> NO	Specialty care transport	<input type="checkbox"/> YES <input type="checkbox"/> NO
Advanced life support (Level 2)	<input type="checkbox"/> YES <input type="checkbox"/> NO	Land ambulance	<input type="checkbox"/> YES <input type="checkbox"/> NO
Basic life support	<input type="checkbox"/> YES <input type="checkbox"/> NO	Air ambulance—fixed wing	<input type="checkbox"/> YES <input type="checkbox"/> NO
Emergency runs	<input type="checkbox"/> YES <input type="checkbox"/> NO	Air ambulance—rotary wing	<input type="checkbox"/> YES <input type="checkbox"/> NO
Non-emergency runs	<input type="checkbox"/> YES <input type="checkbox"/> NO	Marine ambulance	<input type="checkbox"/> YES <input type="checkbox"/> NO

ATTACHMENT 2: INDEPENDENT DIAGNOSTIC TESTING FACILITIES

INDEPENDENT DIAGNOSTIC TESTING FACILITY (IDTF) PERFORMANCE STANDARDS

Below is a list of the performance standards that an IDTF must meet in order to obtain or maintain their Medicare billing privileges. These standards, in their entirety, can be found in 42 C.F.R section 410.33(g).

1. Operate its business in compliance with all applicable Federal and State licensure and regulatory requirements for the health and safety of patients.
2. Provides complete and accurate information on its enrollment application. Changes in ownership, changes of location, changes in general supervision, and adverse legal actions must be reported to the Medicare fee-for-service contractor on the Medicare enrollment application within 30 calendar days of the change. All other changes to the enrollment application must be reported within 90 calendar days.
3. Maintain a physical facility on an appropriate site. For the purposes of this standard, a post office box, commercial mail box, hotel or motel is not considered an appropriate site.
 - (i) The physical facility, including mobile units, must contain space for equipment appropriate to the services designated on the enrollment application, facilities for hand washing, adequate patient privacy accommodations, and the storage of both business records and current medical records within the office setting of the IDTF, or IDTF home office, not within the actual mobile unit.
 - (ii) IDTF suppliers that provide services remotely and do not see beneficiaries at their practice location are exempt from providing hand washing and adequate patient privacy accommodations.
4. Have all applicable diagnostic testing equipment available at the physical site excluding portable diagnostic testing equipment. A catalog of portable diagnostic equipment, including diagnostic testing equipment serial numbers, must be maintained at the physical site. In addition, portable diagnostic testing equipment must be available for inspection within two business days of a CMS inspection request. The IDTF must maintain a current inventory of the diagnostic testing equipment, including serial and registration numbers, provide this information to the designated fee-for-service contractor upon request, and notify the contractor of any changes in equipment within 90 days.
5. Maintain a primary business phone under the name of the designated business. The primary business phone must be located at the designated site of the business, or within the home office of the mobile IDTF units. The telephone number or toll free numbers must be available in a local directory and through directory assistance.
6. Have a comprehensive liability insurance policy of at least \$300,000 per location that covers both the place of business and all customers and employees of the IDTF. The policy must be carried by a non-relative owned company. Failure to maintain required insurance at all times will result in revocation of the IDTF's billing privileges retroactive to the date the insurance lapsed. IDTF suppliers are responsible for providing the contact information for the issuing insurance agent and the underwriter. In addition, the IDTF must:
 - (i) Ensure that the insurance policy must remain in force at all times and provide coverage of at least \$300,000 per incident; and
 - (ii) Notify the CMS designated contractor in writing of any policy changes or cancellations.
7. Agree not to directly solicit patients, which include, but is not limited to, a prohibition on telephone, computer, or in-person contacts. The IDTF must accept only those patients referred for diagnostic testing by an attending physician, who is furnishing a consultation or treating a beneficiary for a specific medical problem and who uses the results in the management of the beneficiary's specific medical problem. Nonphysician practitioners may order tests as set forth in §410.32(a)(3).

ATTACHMENT 2: INDEPENDENT DIAGNOSTIC TESTING FACILITIES (Continued)

8. Answer, document, and maintain documentation of a beneficiary's written clinical complaint at the physical site of the IDTF (For mobile IDTFs, this documentation would be stored at their home office.) This includes, but is not limited to, the following:
 - (i) The name, address, telephone number, and health insurance claim number of the beneficiary.
 - (ii) The date the complaint was received; the name of the person receiving the complaint; and a summary of actions taken to resolve the complaint.
 - (iii) If an investigation was not conducted, the name of the person making the decision and the reason for the decision.
9. Openly post these standards for review by patients and the public.
10. Disclose to the government any person having ownership, financial, or control interest or any other legal interest in the supplier at the time of enrollment or within 30 days of a change.
11. Have its testing equipment calibrated and maintained per equipment instructions and in compliance with applicable manufacturers suggested maintenance and calibration standards.
12. Have technical staff on duty with the appropriate credentials to perform tests. The IDTF must be able to produce the applicable Federal or State licenses or certifications of the individuals performing these services.
13. Have proper medical record storage and be able to retrieve medical records upon request from CMS or its fee-for-service contractor within 2 business days.
14. Permit CMS, including its agents, or its designated fee-for-service contractors, to conduct unannounced, on-site inspections to confirm the IDTF's compliance with these standards. The IDTF must be accessible during regular business hours to CMS and beneficiaries and must maintain a visible sign posting the normal business hours of the IDTF.
15. With the exception of hospital-based and mobile IDTFs, a fixed base IDTF does not include the following:
 - (i) Sharing a practice location with another Medicare-enrolled individual or organization.
 - (ii) Leasing or subleasing its operations or its practice location to another Medicare enrolled individual or organization.
 - (iii) Sharing diagnostic testing equipment using in the initial diagnostic test with another Medicare-enrolled individual or organization.
16. Enrolls in Medicare for any diagnostic testing services that it furnishes to a Medicare beneficiary, regardless of whether the service is furnished in a mobile or fixed base location.
17. Bills for all mobile diagnostic services that are furnished to a Medicare beneficiary, unless the mobile diagnostic service is part of a service provided under arrangement as described in section 1861(w)(1) of the Act.

ATTACHMENT 2: INDEPENDENT DIAGNOSTIC TESTING FACILITIES *(Continued)*

Instructions

If you perform diagnostic tests, other than clinical laboratory or pathology tests, and are required to enroll as an IDTF, you must complete this attachment. CMS requires the information in this attachment to determine whether the enrolling supplier meets all IDTF standards including, but not limited to, those listed on page 40 of this application. Not all suppliers that perform diagnostic tests are required to enroll as an IDTF.

Diagnostic Radiology

Many diagnostic tests are radiological procedures that require the professional services of a radiologist. A radiologist's practice is generally different from those of other physicians because radiologists usually do not bill E&M codes or treat a patient's medical condition on an ongoing basis. A radiologist or group practice of radiologists is not necessarily required to enroll as an IDTF. If enrolling as a diagnostic radiology group practice or clinic and billing for the technical component of diagnostic radiological tests without enrolling as an IDTF (if the entity is a free standing diagnostic facility), it should contact the carrier to determine that it does not need to enroll as an IDTF.

A mobile IDTF that provides X-ray services is not classified as a portable X-ray supplier.

Regulations governing IDTFs can be found at 42 C.F.R. 410.33.

CPT-4 and HCPCS Codes—Report all CPT-4 and HCPCS codes for which this IDTF will bill Medicare. Include the following:

- Provide the CPT-4 or HCPCS codes for which this IDTF intends to bill Medicare,
- The name and type of equipment used to perform the reported procedure, and
- The model number of the reported equipment.

The IDTF should report all Current Procedural Terminology, Version 4 (CPT-4) codes, Healthcare Common Procedural Coding System codes (HCPCS), and types of equipment (including the model number), for which it will perform tests, supervise, interpret, and/or bill. All codes reported must be for diagnostic tests that an IDTF is allowed to perform. Diagnostic tests that are clearly surgical in nature, which must be performed in a hospital or ambulatory surgical center, should not be reported.

Consistent with IDTF supplier standard 6 on page 40 of this application, all IDTFs enrolling in Medicare must have a comprehensive liability insurance policy of at least \$300,000 per location, that covers both the place of business and all customers and employees of the IDTF. The policy must be carried by a non-relative owned company. Failure to maintain the required insurance at all times will result in revocation of the Medicare supplier billing number, retroactive to the date the insurance lapsed. Malpractice insurance policies do not demonstrate compliance with this requirement.

All IDTFs must submit a complete copy of the aforementioned liability insurance policy with this application.

ATTACHMENT 2: INDEPENDENT DIAGNOSTIC TESTING FACILITIES (Continued)

A. Standards Qualifications

Provide the date this Independent Diagnostic Testing Facility met all current CMS standards (mm/dd/yyyy)

B. CPT-4 and HCPCS Codes

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

CHECK ONE	<input type="checkbox"/> CHANGE	<input type="checkbox"/> ADD	<input type="checkbox"/> DELETE
DATE (mm/dd/yyyy)			

All codes reported here must be for diagnostic tests that an IDTF is allowed to perform. Diagnostic tests that are clearly surgical in nature, which must be performed in a hospital or ambulatory surgical center, should not be reported. Clinical laboratory and pathology codes should not be reported. This page may be copied for additional codes or equipment.

	CPT-4 OR HCPCS CODE	EQUIPMENT	MODEL NUMBER (Required)
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			

ATTACHMENT 2: INDEPENDENT DIAGNOSTIC TESTING FACILITIES (Continued)

C. Interpreting Physician Information

Check here if this section does not apply because the interpreting physician will bill separate from the IDTF.

All physicians whose interpretations will be billed by this IDTF with the technical component (TC) of the test (i.e., global billing) must be listed in this section. If there are more than three physicians, copy and complete this section as needed. All interpreting physicians must be currently enrolled in the Medicare program.

If you are billing for interpretations as an individual reassigning benefits, the interpreting physician must complete the Reassignment of Benefits Form (CMS 855R). Note: Both the IDTF and individual physician must be enrolled with the fee-for-service contractor where the IDTF is located.

If you are billing for purchased interpretations, all requirements for purchased interpretations must be met.

When a mobile unit of the IDTF performs a technical component of a diagnostic test and the interpretive physician is the same physician who ordered the test, the IDTF cannot bill for the interpretation. Therefore, these interpreting physicians should not be reported since the interpretive physician must submit his/her own claims for these tests.

1ST Interpreting Physician Information

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

CHECK ONE	<input type="checkbox"/> CHANGE	<input type="checkbox"/> ADD	<input type="checkbox"/> DELETE
DATE (mm/dd/yyyy)			

First Name	Middle Initial	Last Name	Suffix (e.g., Jr., Sr.)
Social Security Number (Required)		Date of Birth (mm/dd/yyyy) (Required)	
Medicare Identification Number (if issued)		NPI	

2ND Interpreting Physician Information

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

CHECK ONE	<input type="checkbox"/> CHANGE	<input type="checkbox"/> ADD	<input type="checkbox"/> DELETE
DATE (mm/dd/yyyy)			

First Name	Middle Initial	Last Name	Suffix (e.g., Jr., Sr.)
Social Security Number (Required)		Date of Birth (mm/dd/yyyy) (Required)	
Medicare Identification Number (if issued)		NPI	

ATTACHMENT 2: INDEPENDENT DIAGNOSTIC TESTING FACILITIES (Continued)

3RD Interpreting Physician Information

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

CHECK ONE	<input type="checkbox"/> CHANGE	<input type="checkbox"/> ADD	<input type="checkbox"/> DELETE
DATE (mm/dd/yyyy)			

First Name	Middle Initial	Last Name	Suffix (e.g., Jr., Sr.)
Social Security Number (Required)		Date of Birth (mm/dd/yyyy) (Required)	
Medicare Identification Number (if issued)		NPI	

D. Personnel (Technicians) Who Perform Tests

Complete this section with information about all non-physician personnel who perform tests for this IDTF. Notarized or certified true copies of the State license or certificate should be attached.

1ST PERSONNEL (TECHNICIAN) INFORMATION

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

CHECK ONE	<input type="checkbox"/> CHANGE	<input type="checkbox"/> ADD	<input type="checkbox"/> DELETE
DATE (mm/dd/yyyy)			

First Name	Middle Initial	Last Name	Suffix (e.g., Jr., Sr.)
Social Security Number (Required)		Date of Birth (mm/dd/yyyy) (Required)	

Is this technician State licensed or State certified? (see instructions for clarification) YES NO

License/Certification Number (if applicable)	License/Certification Issue Date (mm/dd/yyyy) (if applicable)
--	---

Is this technician certified by a national credentialing organization? YES NO

Name of credentialing organization (if applicable)	Type of Credentials (if applicable)
--	-------------------------------------

Is this technician employed by a hospital? YES NO

If YES, provide the name of the hospital here: _____

ATTACHMENT 2: INDEPENDENT DIAGNOSTIC TESTING FACILITIES (Continued)

2ND Personnel (Technician) Information

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

CHECK ONE	<input type="checkbox"/> CHANGE	<input type="checkbox"/> ADD	<input type="checkbox"/> DELETE
DATE (mm/dd/yyyy)			

First Name	Middle Initial	Last Name	Suffix (e.g., Jr., Sr.)
------------	----------------	-----------	-------------------------

Social Security Number (Required)	Date of Birth (mm/dd/yyyy) (Required)
-----------------------------------	---------------------------------------

Is this technician State licensed or State certified? (see instructions for clarification) YES NO

License/Certification Number (if applicable)	License/Certification Issue Date (mm/dd/yyyy) (if applicable)
--	---

Is this technician certified by a national credentialing organization? YES NO

Name of credentialing organization (if applicable)	Type of Credentials (if applicable)
--	-------------------------------------

Is this technician employed by a hospital? YES NO

If YES, provide the name of the hospital here: _____

E. Supervising Physicians

Complete this section with identifying information about the physician(s) who supervise the operation of the IDTF and who provides the personal, direct, or general supervision per 42 C.F.R. 410.32(b)(3). The supervising physician must also attest to his/her supervising responsibilities for the enrolling IDTF.

Information concerning the type of supervision (personal, direct, or general) required for performance of specific IDTF tests can be obtained from your Medicare fee-for-service contractor. All IDTFs must report at least one supervisory physician, and at least one supervising physician must perform the supervision requirements stated in 42 C.F.R. 410.32(b)(3). All supervisory physician(s) must be currently enrolled in Medicare.

The type of supervision being performed by each physician who signs the attestation on page 47 of this application should be listed in this section.

Definitions of the types of supervision are as follows:

- **Personal Supervision** means a physician must be in attendance in the room during the performance of the procedure.
- **Direct Supervision** means the physician must be present in the office suite and immediately available to provide assistance and direction throughout the performance of the procedure. It does not mean that the physician must be present in the room when the procedure is performed.
- **General Supervision** means the procedure is provided under the physician's overall direction and control, but the physician's presence is not required during the performance of the procedure. General supervision also includes the responsibility that the non-physician personnel who perform the tests are qualified and properly trained and that the equipment is operated properly, maintained, calibrated and that necessary supplies are available.

ATTACHMENT 2: INDEPENDENT DIAGNOSTIC TESTING FACILITIES (Continued)

E. Supervising Physicians (Continued)

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

CHECK ONE	<input type="checkbox"/> CHANGE	<input type="checkbox"/> ADD	<input type="checkbox"/> DELETE
DATE (mm/dd/yyyy)			
First Name	Middle Initial	Last Name	Suffix (e.g., Jr., Sr.)
Social Security Number (Required)		Date of Birth (mm/dd/yyyy) (Required)	
Medicare Identification Number (if issued)		NPI	
Telephone Number	Fax Number (if applicable)	E-mail Address (if applicable)	

TYPE OF SUPERVISION PROVIDED

Check the appropriate box below indicating the type of supervision provided by the physician reported above for the tests performed by the IDTF in accordance with 42 C.F.R. 410.32 (b)(3) (See instructions for definitions).

- Personal Supervision Direct Supervision General Supervision

For each physician performing General Supervision, at least one of the three functions listed here must be checked. However, to meet the General Supervision requirement, in accordance with 42 C.F.R. 410.33(b), the enrolling IDTF must have at least one supervisory physician for each of the three functions. For example, two physicians may be responsible for function 1, a third physician may be responsible for function 2, and a fourth physician may be responsible for function 3. All four supervisory physicians must complete and sign the supervisory physician section of this application. Each physician should only check the function(s) he/she actually performs.

- Assumes responsibility for the overall direction and control of the quality of testing performed.
- Assumes responsibility for assuring that the non-physician personnel who actually perform the diagnostic procedures are properly trained and meet required qualifications.
- Assumes responsibility for the proper maintenance and calibration of the equipment and supplies necessary to perform the diagnostic procedures.

OTHER SUPERVISION SITES

Does this supervising physician provide supervision at any other IDTF? YES NO

If yes, list all other IDTFs for which this physician provides supervision. For more than five, copy this sheet.

	NAME OF FACILITY	ADDRESS	TAX IDENTIFICATION NUMBER	LEVEL OF SUPERVISION
1.				
2.				
3.				
4.				
5.				

ATTACHMENT 2: INDEPENDENT DIAGNOSTIC TESTING FACILITIES (Continued)

E. Supervising Physicians (Continued)**ATTESTATION STATEMENT FOR SUPERVISING PHYSICIANS**

All Supervising Physician(s) rendering supervisory services for this IDTF must sign and date this section. All signatures must be original.

1. I hereby acknowledge that I have agreed to provide (IDTF Name) _____ with the Supervisory Physician services checked above for all CPT-4 and HCPCS codes reported in this Attachment. (See number 2 below if all reported CPT-4 and HCPCS codes do not apply). I also hereby certify that I have the required proficiency in the performance and interpretation of each type of diagnostic procedure, as reported by CPT-4 or HCPCS code in this Attachment (except for those CPT-4 or HCPCS codes identified in number 2 below). I have read and understand the Penalties for Falsifying Information on this Enrollment Application, as stated in Section 14 of this application. I am aware that falsifying information may result in fines and/or imprisonment. If I undertake supervisory responsibility at any additional IDTFs, I understand that it is my responsibility to notify this IDTF at that time.
2. I am not acting as a Supervising Physician for the following CPT-4 and/or HCPCS codes reported in this Attachment.

CPT-4 OR HCPCS CODE	CPT-4 OR HCPCS CODE	CPT-4 OR HCPCS CODE

3. Signature of Supervising Physician (<i>First, Middle, Last, Jr., Sr., M.D., D.O., etc.</i>)	Date (<i>mm/dd/yyyy</i>)
--	----------------------------

All signatures must be original and signed and dated in ink (blue ink preferred). Applications with signatures deemed not original will not be processed. Stamped, faxed or copied signatures will not be accepted.

MEDICARE SUPPLIER ENROLLMENT APPLICATION PRIVACY ACT STATEMENT

The Centers for Medicare & Medicaid Services (CMS) is authorized to collect the information requested on this form by sections 1124(a)(1), 1124A(a)(3), 1128, 1814, 1815, 1833(c), and 1842(r) of the Social Security Act [42 U.S.C. §§ 1320a-3(a)(1), 1320a-7, 1395f, 1395g, 1395(l)(e), and 1395u(r)] and section 31001(1) of the Debt Collection Improvement Act [31 U.S.C. § 7701(c)].

The purpose of collecting this information is to determine or verify the eligibility of individuals and organizations to enroll in the Medicare program as suppliers of goods and services to Medicare beneficiaries and to assist in the administration of the Medicare program. This information will also be used to ensure that no payments will be made to providers who are excluded from participation in the Medicare program. All information on this form is required, with the exception of those sections marked as "optional" on the form. Without this information, the ability to make payments will be delayed or denied.

The information collected will be entered into the Provider Enrollment, Chain and Ownership System (PECOS). The information in this application will be disclosed according to the routine uses described below.

Information from these systems may be disclosed under specific circumstances to:

1. CMS contractors to carry out Medicare functions, collating or analyzing data, or to detect fraud or abuse;
2. A congressional office from the record of an individual health care provider in response to an inquiry from the congressional office at the written request of that individual health care practitioner;
3. The Railroad Retirement Board to administer provisions of the Railroad Retirement or Social Security Acts;
4. Peer Review Organizations in connection with the review of claims, or in connection with studies or other review activities, conducted pursuant to Part B of Title XVIII of the Social Security Act;
5. To the Department of Justice or an adjudicative body when the agency, an agency employee, or the United States Government is a party to litigation and the use of the information is compatible with the purpose for which the agency collected the information;
6. To the Department of Justice for investigating and prosecuting violations of the Social Security Act, to which criminal penalties are attached;
7. To the American Medical Association (AMA), for the purpose of attempting to identify medical doctors when the National Plan and Provider Enumeration System is unable to establish identity after matching contractor submitted data to the data extract provided by the AMA;
8. An individual or organization for a research, evaluation, or epidemiological project related to the prevention of disease or disability, or to the restoration or maintenance of health;
9. Other Federal agencies that administer a Federal health care benefit program to enumerate/enroll providers of medical services or to detect fraud or abuse;
10. State Licensing Boards for review of unethical practices or non-professional conduct;
11. States for the purpose of administration of health care programs; and/or
12. Insurance companies, self insurers, health maintenance organizations, multiple employer trusts, and other health care groups providing health care claims processing, when a link to Medicare or Medicaid claims is established, and data are used solely to process supplier's health care claims.

The supplier should be aware that the Computer Matching and Privacy Protection Act of 1988 (P.L. 100-503) amended the Privacy Act, 5 U.S.C. § 552a, to permit the government to verify information through computer matching.

Protection of Proprietary Information

Privileged or confidential commercial or financial information collected in this form is protected from public disclosure by Federal law 5 U.S.C. § 552(b)(4) and Executive Order 12600.

Protection of Confidential Commercial and/or Sensitive Personal Information

If any information within this application (or attachments thereto) constitutes a trade secret or privileged or confidential information (as such terms are interpreted under the Freedom of Information Act and applicable case law), or is of a highly sensitive personal nature such that disclosure would constitute a clearly unwarranted invasion of the personal privacy of one or more persons, then such information will be protected from release by CMS under 5 U.S.C. §§ 552(b)(4) and/or (b)(6), respectively.

Provider Name: ESCAMBIA COUNTY EMS
CCN: 131231400285

REVALIDATION PROJECT COVER SHEET

**PLACE THIS COVERSHEET ON THE TOP OF
YOUR APPLICATION SUBMISSION**

**Mail To: Medicare Provider Enrollment
P.O. Box 44021
Jacksonville, Florida 32231-4021**

KEY ITEMS TO REMEMBER!!!!!!

- Review your application and verify that all sections of the CMS-855 are complete and accurate.
- Ensure that your application certification page section 15 is **Signed and Dated** in pen by the Individual Provider or Authorized/Delegated Official.
- Paper applications completed in pencil, stamped or electronically signed will be returned!!!
- Include all supporting documentation requested in Section 17 of the CMS-855.
- Include a completed CMS-588 Authorization for Electronic Funds Transfer Form and supporting bank documentation if you are not currently receiving EFT payments.
- Non response to this request within 60 days will result in your Medicare payments being withheld and subsequently, the deactivation of your billing privileges.



STATE OF FLORIDA



3581

DEPARTMENT OF HEALTH
BUREAU OF EMERGENCY MEDICAL SERVICES
ADVANCED LIFE SUPPORT LICENSE

This is to certify that _____
Name of Provider

_____ ESCAMBIA COUNTY PUBLIC SAFETY DEPARTMENT
6575 NORTH W STREET, PENSACOLA, FL 32505
Address

has complied with Chapter 401, Florida Statutes, and Chapter 64J-1, Florida Administrative Code, and is authorized to operate as an
Advanced Life Support Service subject to any and all limitations specified in applicable Certificate(s) of Public Convenience and
Necessity for the County(ies) listed below:

TRANSPORT

NON-TRANSPORT

_____ ESCAMBIA
County(ies)

Chief, Bureau of Emergency Medical Services
Florida Department of Health

Date 10/03/2012 Expires 12/14/2014

DH Form 1161, March 09 This certificate shall be posted in the above mentioned establishment.



Alabama State Board of Health
Office of Emergency Medical Services and Trauma

THIS IS TO CERTIFY that a license is hereby granted by the STATE BOARD OF HEALTH

To ESCAMBIA COUNTY EMS

To conduct and maintain an EMERGENCY MEDICAL SERVICE

Located in **Out of State** County, City **PENSACOLA**, State **FL**.

Region: **Out of State**

Is authorized to Supply/Resupply Fluids/Medications at the **ALS Level 1**.

This license Shall Expire **12/31/2012**, and is subject to the provisions of the Code of Alabama, 1975, §22-18-1, et seq.

This license shall not be Assignable or Transferable and shall be subject to revocation as specified in the STATE BOARD OF HEALTH EMERGENCY MEDICAL SERVICES RULES.

IN WITNESS WHEREOF, I have hereunto set my hand this day, **December 6 2011**.

License Number **221**


State Health Officer

Certificate No. **5598**

ADPH-EMS-26/Rev. 11-11

PUBLIC SAFETY BUREAU
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, the Escambia County Public Safety Department has requested authorization to provide Advanced Life Support Advanced Life or Basic Life Support services to the citizens of Escambia County; and

WHEREAS, there has been demonstrated there is a need to provide these essential services to the citizens of this county; and,

WHEREAS, the above named service affirms that it will maintain compliance with the requirements of the Emergency Medical Services Act (Chapter 401, F.S.) and rules (Chapter 10D-66, F.A.C.).

THEREFORE, the Board of County Commissioners of Escambia County hereby issues a Certificate of Public Convenience and Necessity to said Company to provide ALS Non Transport and ALS Transport services with limitations as prescribed on this certificate. (BIS, AIS-transport, ALS non-transport)

In issuing this certificate, the governing body of Escambia County has considered recommendations of affected municipalities.

Date Issued January 1, 2012

Date of Expiration December 31, 2012
(Unless certificate is sooner revoked or suspended)

Limitations: JURISDICTION: Entire County

SPECIAL CONDITIONS: To include all ALS and BLS transfers

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: Kevin W. White
Deputy Clerk

Kevin W. White
Board of County Commissioners
Kevin W. White, Chairman
BCC Approved: 10-20-2011

PUBLIC SAFETY BUREAU
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, the Escambia County Public Safety Department has requested authorization to provide Advanced Life Support services to the citizens of Escambia County; and (Advanced Life or Basic Life Support)

WHEREAS, there has been demonstrated there is a need to provide these essential services to the citizens of this county; and,

WHEREAS, the above named service affirms that it will maintain compliance with the requirements of the Emergency Medical Services Act (Chapter 401, F.S.) and rules (Chapter 10D-66, F.A.C.).

WHEREAS, the Board of County Commissioners of Escambia County hereby issues a Certificate of Public Convenience and Necessity to said Company to provide ALS Non Transport and ALS Transport services with limitations as prescribed on this certificate. (BLS, ALS-transport, ALS non-transport)

In issuing this certificate, the governing body of Escambia County has considered recommendations of affected municipalities.

Date Issued January 1, 2013

Date of Expiration December 31, 2013
(Unless certificate is sooner revoked or suspended)

Limitations: JURISDICTION: Entire County

SPECIAL CONDITIONS: To include all ALS and BLS transfers

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: David Thomas
Deputy Clerk

Wilson B. Robertson
Board of County Commissioners
Wilson B. Robertson, Chairman

BCC Approved: 09-06-2012

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE
UNITED STATES DEPARTMENT OF JUSTICE
DRUG ENFORCEMENT ADMINISTRATION
WASHINGTON D.C. 20537

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
BN7429865	10-31-2013	FEE EXEMPT

This registration is only for use at Federal or State institutions.

SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
2,2N, 3,3N,4,5,	PRACTITIONER	09-08-2010

NEAL, CHARLES LEE DO
ESCAMBIA COUNTY EMS
6575 NORTH W ST
PENSACOLA, FL 32505-0000

Sections 304 and 1008 (21 USC 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY, AND IT IS NOT VALID AFTER THE EXPIRATION DATE.

CENTERS FOR MEDICARE & MEDICAID SERVICES
CLINICAL LABORATORY IMPROVEMENT AMENDMENTS
CERTIFICATE OF WAIVER

LABORATORY NAME AND ADDRESS

ESCAMBIA COUNTY EMS
6575 NORTH W ST
PENSACOLA, FL 32503

LABORATORY DIRECTOR
MICHAEL D WEAVER

CLIA ID NUMBER

10D0685993

EFFECTIVE DATE

09/01/2012

EXPIRATION DATE

08/31/2014

Pursuant to Section 353 of the Public Health Services Act (42 U.S.C. 263a) as revised by the Clinical Laboratory Improvement Amendments (CLIA), the above named laboratory located at the address shown hereon (and other approved locations) may accept human specimens for the purposes of performing laboratory examinations or procedures.

This certificate shall be valid until the expiration date above, but is subject to revocation, suspension, limitation, or other sanctions for violation of the Act or the regulations promulgated thereunder.



Judith A. Yost

Judith A. Yost, Director
Division of Laboratory Services
Survey and Certification Group
Center for Medicaid and State Operations

ELECTRONIC FUNDS TRANSFER (EFT) AUTHORIZATION AGREEMENT

PART I – REASON FOR SUBMISSION

Reason for Submission: New EFT Authorization
 Revision to Current Authorization (e.g. account or bank changes)

Chain Home Office: Check here if EFT payment is being made to the Home Office of Chain Organization (Attach letter Authorizing EFT payment to Chain Home Office)

PART II – PROVIDER OR SUPPLIER INFORMATION

Name Escambia County, Board of County Commissioners

Provider/Supplier Legal Business Name Escambia County, Board of County Commissioners
DBA: Escambia County, EMS

Chain Organization Name _____

Home Office Legal Business Name (if different from Chain Organization Name) _____

Tax Identification Number: (Designate SSN or EIN) 5 9 6 0 0 0 5 9 8

Medicare Identification Number (if issued) A0431

National Provider Identifier (NPI) 1518980426

PART III – DEPOSITORY INFORMATION (Financial Institution)

Depository Name Bank of America

Street Address 100 West Garden Street

City Pensacola State FL Zip Code 32502

Depository Telephone Number (850) 454-1008

Depository Contact Person Rachel Roedel

Depository Routing Transit Number (nine digit) 0 6 3 1 0 0 2 7 7

Depositor Account Number 898033991288

Type of Account (check one) Checking Account Savings Account

Please include a voided check or deposit slip or confirmation of account information on bank letterhead. When submitting the documentation, it should contain the name on the account, electronic routing transit number, account number and type, and the bank officer's name signature. This information will be used to verify your account number.

PART IV – CONTACT PERSON

First Name <u>Palinda</u>	Middle Initial <u>L</u>	Last Name <u>Sheldon</u>
Telephone Number <u>(850) 595-4825</u>		Fax Number (if applicable) <u>(850) 595-4824</u>
Address Line 1 (Street Name and Number) <u>221 Palafox Place</u>		
Address Line 2 (Suite, Room, etc.) <u>Suite 130</u>		
City/Town <u>Pensacola</u>	State <u>FL</u>	ZIP Code + 4 <u>32502-5843</u>
E-mail Address <u>psheldon@escambkladark.com</u>		

PART V - AUTHORIZATION

I hereby authorize the Centers for Medicare & Medicaid Services fee-for-service contractor, First Coast Options, Inc., hereinafter called the CONTRACTOR, to initiate credit entries, and in accordance with 31 CFR part 210.6(f) initiate adjustments for any credit entries made in error to the account indicated above. I hereby authorize the financial institution/bank named above, hereinafter called the DEPOSITORY, to credit and/or debit the same to such account.

If payment is being made to an account controlled by a Chain Home Office, the Provider of Services hereby acknowledges that payment to the Chain Office under these circumstances is still considered payment to the Provider, and the Provider authorizes the forwarding of Medicare payments to the Chain Home Office.

If the account is drawn in the Physician's or Individual Practitioner's Name, or the Legal Business Name of the Provider/ Supplier, the said Provider or Supplier certifies that he/she has sole control of the account referenced above, and certifies that all arrangements between the DEPOSITORY and the said Provider or Supplier are in accordance with all applicable Medicare regulations and instructions.

This authorization agreement is effective as of the signature date below and is to remain in full force and effect until the CONTRACTOR has received written notification from me of its termination in such time and such manner as to afford the CONTRACTOR and the DEPOSITORY a reasonable opportunity to act on it. The CONTRACTOR will continue to send the direct deposit to the DEPOSITORY indicated above until notified by me that I wish to charge the DEPOSITORY receiving the direct deposit. If my DEPOSITORY information changes, I agree to submit to the CONTRACTOR an updated EFT Authorization Agreement.

Signature Line

Authorized/Delegated Official Name (Print) Patricia L Sheldon
Authorized/Delegated Official Title Administrator for Financial Services
Authorized/Delegated Official Signature Patricia L. Sheldon Date 1/8/2010

PRIVACY ACT ADVISORY STATEMENT

Sections 1842, 1862(b) and 1874 of title XVIII of the Social Security Act authorize the collection of this information. The purpose of collecting this information is to authorize electronic funds transfers.

Under 31 U.S.C. 3332(f)(1), all Federal payments, including Medicare payments to providers and suppliers, shall be made by electronic funds transfer.

The information collected will be entered into system No. 09-70-0501, titled "Carrier Medicare Claims Records," and No. 09-70-0503, titled "Intermediary Medicare Claims Records" published in the Federal Register Privacy Act Issuances, 1991 Comp. Vol. 1, pages 419 and 424, or as updated and republished. Disclosures of information from this system can be found in this notice.

You should be aware that P.L. 100-503, the Computer Matching and Privacy Protection Act of 1988, permits the government, under certain circumstances, to verify the information you provide by way of computer matches.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0938-0626. The time required to complete this information collection is estimated to average 60 minutes per response, including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection. If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to: CMS, Attn: PRA Reports Clearance Off. cer, 7500 Security Boulevard, Baltimore, Maryland 21244-1850.

**DO NOT MAIL THIS FORM TO THIS ADDRESS.
MAILING YOUR APPLICATION TO THIS ADDRESS WILL SIGNIFICANTLY DELAY PROCESSING.**



July 8, 2009

To Whom It May Concern:

This letter is to verify the account information for the Escambia County Board of County Commissioners.

Account Number - 898033991288

Account Title - Escambia County Board of County Commissioners Master Checking

ACH R/T Number - 063100277

Should you have questions, please do not hesitate to contact me at 850.454.1008

Regards,

A handwritten signature in cursive script that reads "Rachel Roedel".

Rachel Roedel
Sales Support Associate
Government Banking

Department of the Treasury -- Internal Revenue Service
Notice of Levy on Wages, Salary, and Other Income

DATE: 02/28/2012

IRS ADDRESS:
ACS SUPPORT
PO BOX 8208
PHILADELPHIA, PA 19101-8208

TELEPHONE NUMBER OF IRS OFFICE:
TOLL FREE 1-800-829-3903
SBV

SEQNUM 07485

NAME AND ADDRESS OF TAXPAYER:

[REDACTED]

TO: P 59-6000598 DPC05

ESCAMBIA CO BOARD OF COUNTY COMMISS
221 PALAFOX PL STE 140
PENSACOLA FL 32502-5833405

IDENTIFYING NUMBER(S):

[REDACTED]

Kind of Tax	Tax Period Ended	Unpaid Balance of Assessment	Statutory Additions	Total
1040A	12-31-2002	\$ 8,248.33	\$ 5,602.90	\$ 13,851.23
1040A	12-31-2004	\$ 774.92	\$ 195.96	\$ 970.88

Total Amount Due ▶ \$ 14,822.11

We figured the interest and late payment penalty to 03/28/2012

THIS ISN'T A BILL FOR TAXES YOU OWE. THIS IS A NOTICE OF LEVY WE ARE USING TO COLLECT MONEY OWED BY THE TAXPAYER NAMED ABOVE.

The Internal Revenue Code provides that there is a lien for the amount that is owed. Although we have given the notice and demand required by the Code, the amount hasn't been paid. This levy requires you to turn over to us: (1) this taxpayer's wages and salary that have been earned but not paid yet, as well as wages and salary earned in the future until this levy is released, and (2) this taxpayer's other income that you have now or for which you are obligated.

We levy these monies to the extent they aren't exempt, as shown on the instructions. Don't offset money this person owes you without contacting us at the telephone number shown above for instructions.

If you don't owe money to this taxpayer, please complete the back of part 3. Attach part 3 as a cover to the rest of this form. Return all of the parts to IRS in the enclosed envelope.

If you do owe money to this taxpayer, please see the back of this page for instructions on how to act on this notice.

Signature of Service Representative
Mary Hannah

Title **Operations Manager, ACS**

Escambia County
Emergency Medical Services
Rolling Stock Inventory

11/30/2012

Type	Vehicle Description	Vehicle Identification Number	ALS-1	ALS-2	BLS	Emergency Runs	SCT	Land Ambulance	Air Ambulance Fixed Wing	Air Ambulance Rotary Wing	Marine Ambulance
Ambulance	2008 Navistar 603-1	1HTMNAAM49H107922	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No
Ambulance	2010 Navistar	1HTMNAAM4AH271465	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No
Ambulance	2010 Navistar	1HTMNAAM2AH271464	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No
Ambulance	2009 Navistar 603-1	1HTMNAAM3AH172040	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No
Ambulance	2013 Navistar 603-1	1HTMYSKL8DH309433	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No
Ambulance	2009 Navistar 603-1	1HTMNAAM7AH172039	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No
Ambulance	2013 Navistar 603-1	1HTMYSKLDH309434	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No
Ambulance	2001 FORD F350	1FDWF36F52EA29386	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No
Ambulance	2011 Navistar 603-1	3HAMNAAL2BL410933	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No
Ambulance	2003 FORD F350	1FDWF36F63EA10641	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No
Ambulance	2007 Navistar 603-1	3HTMNAAM88N674574	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No
Ambulance	2003 FORD F350	1FDWF36F23EB03347	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No
Ambulance	2011 Navistar 603-1	3HAMNAAL4BL410934	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No
Ambulance	2013 Navistar 603-1	1HTMYSKLDH309435	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No
Ambulance	2010 Navistar	1HTMNAAMXAH272202	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No
Ambulance	2013 Navistar 603-1	1HTMYSKLDH323117	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No
Ambulance	2004 FORD F-350	1FDWF36P04EC24890	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No
Ambulance	2006 CHEVROLET 453-1	1GDE4C1256F427123	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No
Ambulance	2004 GMC G-4500	1GDE4C1264F511285	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No
Ambulance	2004 GMC G-4500	1GDE4C1254F511228	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No
Ambulance	2007 Navistar 603-1	1HTMNAAM17H482891	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No
Ambulance	2007 Navistar 603-1	1HTMNAAM37H482892	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No
Ambulance	2007 Navistar 603-1	1HTMNAAM57H482893	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No
Ambulance	2007 Navistar 603-1	1HTMNAAM77H482894	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No
Ambulance	2007 Navistar 603-1	3HTMNAAM68N674573	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No
Ambulance	2007 Navistar 603-1	3HTMNAAMX8N698469	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No
Ambulance	2007 Navistar 603-1	3HTMNAAM68N698470	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No
Ambulance	2008 Navistar 603-1	1HTMNAAM29H107921	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No

Person	Certification	License #	Expiration Date
Adams, Loretta	EMT	EMT302157	12/1/2014
Aldridge, Christopher S.	EMT	EMT527431	12/1/2014
Algie, Ray (FTO)	Paramedic	PMD511912	12/1/2014
Alverson, Aimee	EMT	EMT520720	12/1/2014
Andersen, Niels	Paramedic	PMD515570	12/1/2014
Armstrong, Amanda (FTO)	Paramedic	PMD512451	12/1/2014
Babbitt, Jeff	Paramedic	PMD511948	12/1/2014
Barnett, Ashton	EMT	EMT534083	12/1/2014
Bartholomew, John	EMT	EMT86646	12/1/2014
Bishop, Chris	Paramedic	PMD522447	12/1/2014
Blackwell, Kristy	Paramedic	PMD206763	12/1/2014
Bode, Steve	Paramedic	PMD9892	12/1/2014
Bonoyer, Jim (FTO)	Paramedic	PMD506551	12/1/2014
Boros, Tasha J.	EMT	EMT525977	12/1/2014
Brandon, Ryan	Paramedic	PMD513987	12/1/2014
Burnham, JeanMarie	EMT	EMT531701	12/1/2014
Cannon-Smith, Beebe	Paramedic	PMD519678	12/1/2014
Chandler, Charles	EMT	EMT309351	12/1/2014
Chason, Cody	EMT	EMT534688	12/1/2014
Cody, Deah	EMT	EMT526977	12/1/2014

Person	Certification	License #	Expiration Date
Conrad, Ryan	EMT	EMT531297	12/1/2014
Conway, Jeff	Paramedic	PMD520711	12/1/2014
Cook, Phillip	EMT	EMT525364	12/1/2014
Corkill, Pat	Paramedic	PMD519562	12/1/2014
Coulter, Dale	Paramedic	PMD519296	12/1/2014
Curry, Patrick	Paramedic	PMD518115	12/1/2014
Darr, Gwen	Paramedic	PMD13792	12/1/2014
Darr, Travis	EMT	EMT81646	12/1/2014
Davis, Susie	Paramedic	PMD19262	12/1/2014
Dempsey, David	Paramedic	PMD512983	12/1/2014
Drimmie, Patrick	EMT	EMT512190	12/1/2014
DuBose, Kevin	Paramedic	PMD509727	12/1/2014
Duncan, Courtney	EMT	EMT303850	12/1/2014
Elmer, Derrick	Paramedic	PMD200048	12/1/2014
Farris, David	EMT	EMT511592	12/1/2014
Flores, Terilyn	Paramedic	EMT530187	12/1/2014
Flowers, Stephanie	EMT	EMT520870	12/1/2014
Foss, George	Paramedic	PMD16092	12/1/2014
Fulton Jr., Richard (FTO)	EMT	EMT301092	12/1/2014
Gainey, William	EMT	EMT522710	12/1/2014

Person	Certification	License #	Expiration Date
Geri, Candy	EMT	EMT519203	12/1/2014
Godbout, Katherine (FTO)	Paramedic	PMD515560	12/1/2014
Gonzales, Lynn	EMT	EMT505940	12/1/2014
Gonzalez, Brett	Paramedic	PMD206787	12/1/2014
Hammer, Daniel	Paramedic	PMD18586	12/1/2014
Hattaway, Angie	Paramedic	PMD18647	12/1/2014
Henley, Karen	EMT	EMT518688	12/1/2014
Holder, Katie	Paramedic	PMD522206	12/1/2014
Hollingsworth, Jon (D)	EMT	EMT501098	12/1/2014
Hopkins, Bill (FTO)	Paramedic	PMD200324	12/1/2014
Hopkins, Danielle (FTO)	EMT	EMT301529	12/1/2014
Huff, Kathlene A.	EMT	EMT527288	12/1/2014
Hunter, John	EMT	EMT88642	12/1/2014
Jackson, Thomas	EMT	EMT532640	12/1/2014
Jarrell, Kim	EMT	EMT521498	12/1/2014
Jenkins, Mike	EMT	EMT306659	12/1/2014
Johnson, David	Paramedic	PMD1133	12/1/2014
Jones, Daniel	EMT	EMT30513	12/1/2014
Kennedy, Michelle	Paramedic	PMD515733	12/1/2014
Kent, Larry	Paramedic	PMD4545	12/1/2014

Person	Certification	License #	Expiration Date
Kimbrell, Billy	Paramedic	PMD515935	12/1/2014
Knauer, Earl	EMT	EMT86594	12/1/2014
Kruck, Jordan	EMT	EMT536628	12/1/2014
Kuhar, Bill (FTO)	Paramedic	PMD517036	12/1/2014
Lee, Don	Paramedic	PMD201526	12/1/2014
Linkous, Clayton	Paramedic		12/1/2014
Mack, Judy	Paramedic	PMD2834	12/1/2014
Madarena, James	Paramedic	PMD610063	12/1/2014
Makin, Cherilyn	EMT	EMT504552	12/1/2014
Marmol, Victoria	Paramedic	PMD517507	12/1/2014
Martin, Gary	Paramedic	PMD519541	12/1/2014
Martin, Libby	Paramedic	PMD522258	12/1/2014
Mateja, John	Paramedic	PMD517686	12/1/2014
Matthews, Brenda	EMT	EMT64417	12/1/2014
McDaniels, Doug	Paramedic	PMD505385	12/1/2014
McDaniels, Renee	Paramedic	PMD509871	12/1/2014
McGuffey, Charles	EMT	EMT501130	12/1/2014
McLellan, Ronnie	EMT	EMT501337	12/1/2014
Meredith, Guy	Paramedic	PMD206424	12/1/2014
Merritt, Kevin (FTO)	Paramedic	PMD513800	12/1/2014

Person	Certification	License #	Expiration Date
Merritt, Mary K.	EMT	EMT520843	12/1/2014
Mooney-McKnight, Heather	EMT	EMT518914	12/1/2014
Moore, Britta	EMT	EMT306264	12/1/2014
Morris, Jerod	EMT	EMT515597	12/1/2014
Myers, Barbi	Paramedic	PMD500545	12/1/2014
Nezovich, Jody	Paramedic	PMD511299	12/1/2014
Norman, Danette N.	EMT	EMT532634	12/1/2014
Nowlin, Robert	EMT	EMT523547	12/1/2014
O Steen, Brittany	EMT	EMT534556	12/1/2014
Oregon, Kimberly	EMT	EMT532440	12/1/2014
Palocy, Charles	Paramedic	PMD513676	12/1/2014
Parker, Chris	EMT	EMT526329	12/1/2014
Parsons, Brittany	EMT	EMT532971	12/1/2014
Patel, Amar	EMT	EMT531714	12/1/2014
Pender, JC James (FTO)	Paramedic	PMD515833	12/1/2014
Penrose, John (FTO)	Paramedic	PMD14321	12/1/2014
Perham, Christopher	Paramedic	PMD523220	12/1/2014
Reaves, Kennis	EMT	EMT302366	12/1/2014
Ressler, Blake	EMT	EMT526423	12/1/2014
Ribble, Shawn (FTO)	Paramedic	PMD510662	12/1/2014

Person	Certification	License #	Expiration Date
Rich, Earl	Paramedic	PMD13125	12/1/2014
Roche, Thomas	EMT	EMT527537	12/1/2014
Rogers, Kelly	Paramedic	EMT504058	12/1/2014
Rushing, Michael	Paramedic	PMD16497	12/1/2014
Russ, Matt	EMT	EMT530163	12/1/2014
Salter, Leon	Paramedic	PMD15181	12/1/2014
Sanclemente, Robert	Paramedic	EMT86724	12/1/2014
Sapp, April	EMT	EMT531364	12/1/2014
Sellers, Dannie	EMT	EMT19843	12/1/2014
Sellers, James	Paramedic	PMD205563	12/1/2014
Selover, Matt	Paramedic		12/1/2014
Selwyn, Ken	Paramedic	PMD501614	12/1/2014
Sherman, Susan	Paramedic	PMD18699	12/1/2014
Shpillar, Jason	Paramedic	PMD518963	12/1/2014
Sims, Robert A.	EMT	EMT527103	12/1/2014
Skipper, Marvin	EMT	PMD510620	12/1/2014
Smith, Christopher	EMT	EMT531205	12/1/2014
Smith, Crystal	EMT	EMT305232	12/1/2014
Spencer, Joshua	Paramedic	PMD507613	12/1/2014
Stewart, Brent	Paramedic	PMD205449	12/1/2014

Person	Certification	License #	Expiration Date
Straughn, Gary	Paramedic	PMD13043	12/1/2014
Streeter, Derek	EMT	EMT301321	12/1/2014
Szwec, Adam	Paramedic	PMD520234	12/1/2014
Tanksley, Jessica	EMT	EMT518925	12/1/2014
Thomas, Eric	Paramedic	PMD519408	12/1/2014
Tolbert, Ashley	Paramedic	PMD520043	12/1/2014
Toler, Amy	Paramedic	PMD4882	12/1/2014
Townshend, Fredrick	Paramedic	PMD518867	12/1/2014
Tripepi, April D.	EMT	EMT527067	12/1/2014
Tucker, Melissa	Paramedic	PMD511072	12/1/2014
Wallace, Steve	EMT	EMT65757	12/1/2014
Ward, Gerald	Paramedic	PMD206487	12/1/2014
Weldon, Tyler	EMT		12/1/2014
Wendling, Jamie (FTO)	EMT	EMT518606	12/1/2014
Whigham, Neil	EMT	EMT43903	12/1/2014
Winstead, Ray	Paramedic	PMD517679	12/1/2014
Wise, Tori	EMT	EMT303655	12/1/2014
Wood, Karen	Paramedic	PMD9104	12/1/2014
and No Others			
Revision 092812			

Medicare Enrollment

for Providers and Suppliers

Payment Confirmation

Payment Tracking Details

Success! Your payment was successfully submitted. Please print this page and include it with your application materials as proof of payment.

PECOS Payment Tracking ID: 20121218000005008

Pay.gov.Tracking ID: 258VD94R

Legal Business Name: ESCAMBIA COUNTY, BOARD OF COUNTY COMMISSIONERS

Provider/Supplier Type: Part B Supplier

Provider/Supplier Speciality Type: AMBULANCE SERVICE SUPPLIER

State: FLORIDA

TIN Type: EIN

TIN: 59-6000598

Note:

- Please remember to print this page as your proof of payment.

[PAY FOR ANOTHER APPLICATION](#)

[HOME](#)

[Medicare Application Fee Factsheet \[PDF, 131KB\]](#) |
 [Pay.gov Factsheet \[PDF, 113KB\]](#) |
 [Pay.gov FAQs \[PDF, 104KB\]](#) |
 [Medicare Fee-for-Service Contact Information \[PDF, 255KB\]](#)

[Web Policies & Important Links](#) |
 [Department of Health & Human Services](#) |
 [CMS.gov](#) |
 [PECOS FAQs](#) |
 [Access](#)

CENTERS FOR MEDICARE & MEDICAID SERVICES, 7500 SECURITY BOULEVARD, BALTIMORE, MD 21244

Joseph A. Scialdone

From: paygovadmin@mail.doc.twai.gov
Sent: Tuesday, December 18, 2012 2:37 PM
To: Joseph A. Scialdone
Subject: Pay.gov Payment Confirmation: Medicare Application Fee

Your payment has been submitted to Pay.gov and the details are below. If you have any questions regarding this payment, please contact the PECOS help desk at 1-866-484-8049.

Application Name: Medicare Application Fee Pay.gov Tracking ID: 258VD94R Agency Tracking ID: 20121218000005008 Transaction Type: Sale Transaction Date: Dec 18, 2012 3:37:25 PM

Account Holder Name: Lori Mosley
Transaction Amount: \$523.00
Billing Address: 6575 North W Street
City: Pensacola
State/Province: FL
Zip/Postal Code: 32505
Country: USA
Card Type: Visa
Card Number: *****9798

THIS IS AN AUTOMATED MESSAGE. PLEASE DO NOT REPLY.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1924

County Administrator's Report 14. 3.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 01/17/2013

Issue: Enterprise Zone Development Agency 2012 Annual Report

From: Keith Wilkins

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Enterprise Zone Development Agency 2012 Annual Report - Keith Wilkins, Community & Environment Department Director

That the Board accept, for filing with the Board's Minutes, the Information Report concerning the Enterprise Zone Development Agency (EZDA) 2012 Annual 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 2012 Annual Report (October 1, 2011 – September 30, 2012) submitted to the Florida Department of Economic Opportunity. During this year, over \$10.9 million dollars in local, state, and federal incentives were utilized to stimulate private sector investment in the EZ.

BUDGETARY IMPACT:

There is no budgetary impact associated with the recommendation.

LEGAL CONSIDERATIONS/SIGN-OFF:

No legal consideration/signoff is necessary.

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 2012 Annual Report was coordinated with the following County Departments: County Attorney's Office, Development Services, Neighborhood Enterprise Foundation, Inc., and Public Works. The Chairperson of the EZDA Board approved the content of the information report.

Attachments

2012 EZDA Report



EZDA 2012 ANNUAL REPORT

October 1, 2011 – September 30, 2012

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

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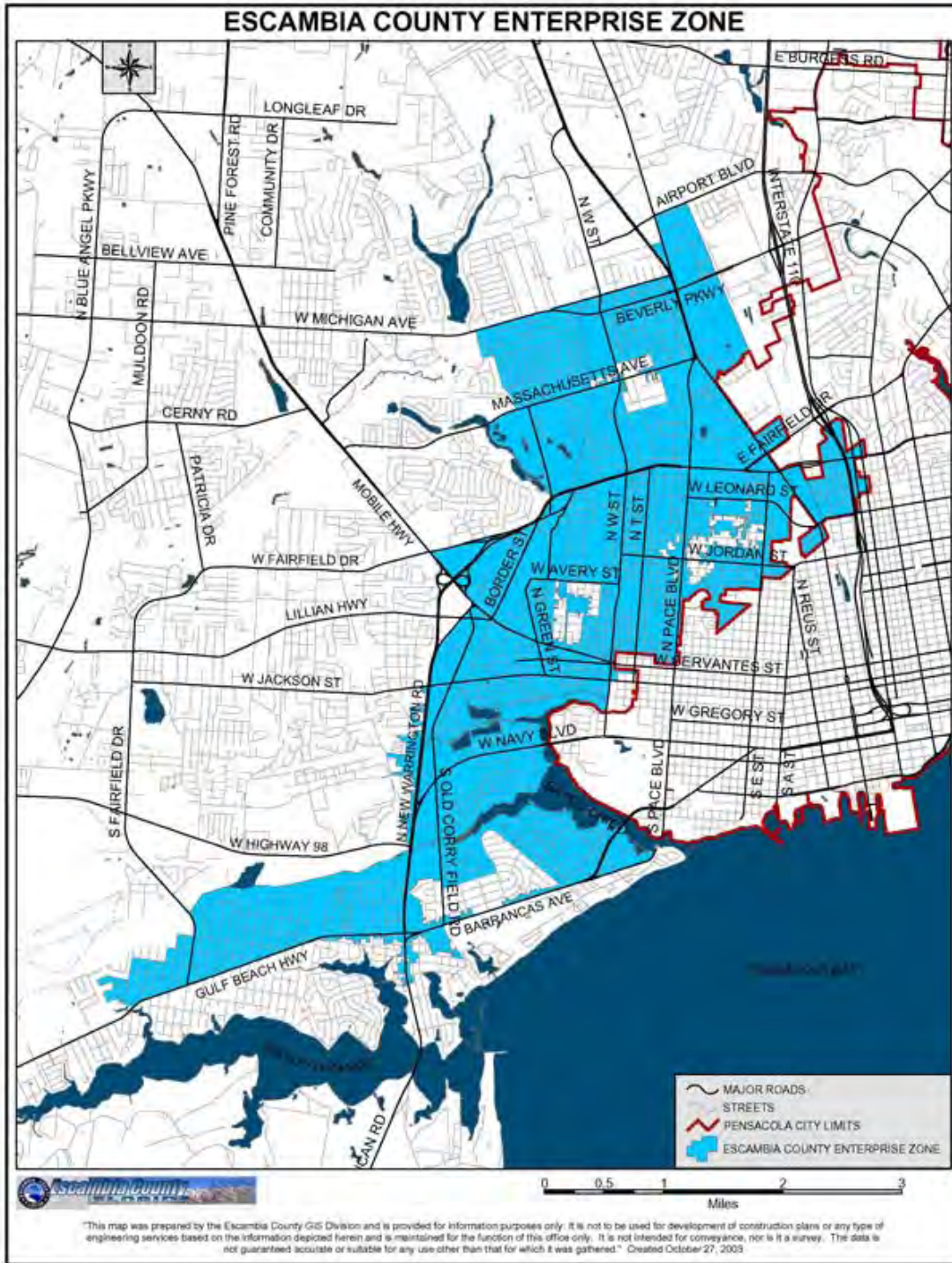
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Executive Summary

Introduction

This annual 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 October 1, 2011 through September 30, 2012. The purpose of this annual 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 an annual basis.

Results from October 1, 2011 to September 30, 2012

During this year, the following operations and accomplishments were reported:

<u>4</u>	Enterprise Zone Development Agency (EZDA) Board Meeting
<u>0</u>	EZ Workshop
<u>12</u>	Technical Assistance
<u>59</u>	Met in Person
<u>198</u>	Phone Calls/Emails
<u>27</u>	Incentive Packets Mailed
<u>27</u>	Business Assisted (Type: Construction, Retail & DayCare Services)
<u>47</u>	New Business located in the EZ**
<u>47</u>	New Jobs created in the EZ**
<u>\$98,229</u>	Local Incentives Awarded (Grants & Hazardous Tree Program)
<u>\$4,995</u>	State Incentives Awarded
<u>\$486,033</u>	Capital Improvement Projects (TIF Funded)
<u>\$9.93 MIL</u>	Capital Improvement Projects (CDBG)
<u>\$77,835</u>	Demos and Lot Clearings (Code Enforcement – General Funded)
<u>\$289,323</u>	Brownfield Projects
<u>\$318,198</u>	CRA Maintenance (Street lighting & Streetscape)
<u>\$51,742</u>	Property Acquisition
<u>\$172,466</u>	Housing Projects (SHIP Funds)
<u>\$30,886</u>	Brownsville Murals (7 completed)

****Data collected from Escambia County Tax Collector'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 Corporate 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 **2** state incentives submitted to the Department of Economic Opportunity (DEO) for approval during the period from October 1, 2011 through September 30, 2012.

STATE INCENTIVES	TAX INCENTIVE TYPE	APPROVED AMOUNT	NUMBER OF JOBS CREATED
Building Materials Sales Tax Refund	Sales Tax	\$1,243	0
Business Equipment Sales Tax Refund	Sales Tax	\$0	0
Jobs Tax Credit	Sales Tax	\$3,752	1
Jobs Tax Credit	Corporate Income Tax	\$0	0
Property Tax Credit	Corporate Income Tax	\$0	0
TOTAL		\$4,995	1

According to information obtained from the Escambia County Tax Collector's Office, there were **47** applications for business licenses in the EZ areas and Redevelopment Districts from October 1, 2011 through September 30, 2012. As a result, **47** new jobs created. However, only 2 of the 47 businesses applied for the EZ incentives listed in the above chart.



LOCAL GRANT INCENTIVES

LOCAL INCENTIVES	GRANT AMOUNT	NUMBER OF GRANTS APPROVED	PRIVATE SECTOR INVESTMENT
FAÇADE GRANT	\$64,817	8	\$130,000
SIGN GRANT	\$6,945	4	\$14,000
RESIDENTIAL REHAB GRANT	\$24,267	11	\$50,000
Hazardous Tree Removal	\$2,200	4	0
TOTAL	\$98,229	27	\$194,000



LOCAL GRANTS -

Local incentives are provided through the County's Community Redevelopment Agency



(CRA) Tax Increment Financing (TIF) to fund the Commercial Façade & Sign Grants, Residential Rehab Grants, and Hazardous Tree Program. During this year, there were 27 applications submitted and approved with awards totaling \$98,229 stimulating over \$194,000 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 is to actively promote residential and neighborhood revitalization and increase affordable housing opportunities in the EZ. The Neighborhood Enterprise Foundation, Inc (NEFI) Neighborhood Stabilization Program (NSP) is a homebuyer



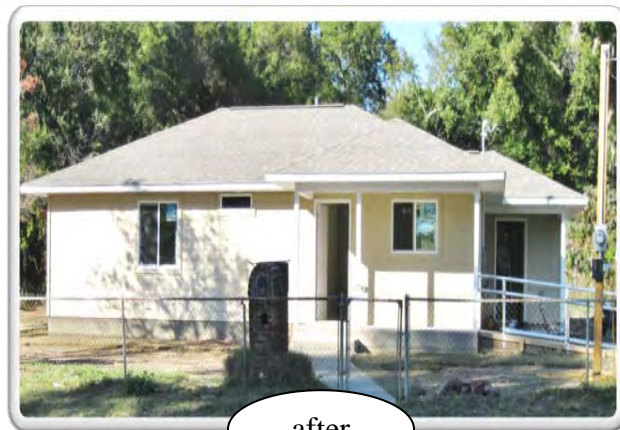
program for eligible first time homebuyers who live in specifically targeted EZ areas. During this year, 1 first time homebuyer received principal mortgage reduction and down payment/closing cost assistance through the NSP in the

amount of \$50,000 for the purchase of foreclosed property. Total assistance through the NSP homebuyer program totaled \$50,000.

NEFI continues to support housing programs to rehab housing units that are in fair or poor condition within the EZ areas. This year, NEFI provided multiple rehabilitation programs, depending on the condition of the unit. There were **4** homeowners assisted with roofing repair assistance through the NEFI SHIP Program, totaling **\$142,205** in Community Development Block Grant (CDBG) Housing Program funds. In addition, **2** homeowners received substantial rehabilitation/replacement housing assistance through the NEFI HOME Program totaling **\$172,318**. Also, **4** homeowners were assisted in receiving minor code-related housing repairs through the NEFI SHIP Program totaling **\$10,376**. NEFI Rehabilitation Program funds of **\$324,899** were expended within the year.



before



after

New development continues to thrive in the CRA's Redevelopment District and EZ areas. A not-for-profit agency, Waterfront Mission, Inc. recently relocated their facility in the CRA's Palafox Redevelopment District. This facility provides more space for sheltering and feeding the homeless and it has room for expansion. The Waterfront Mission Centralized Homeless Housing and Services Facility houses up to 126 beds and serves as the specialty disaster shelter for the homeless during stormy weather. The facility is in a central location that is within walking distance to the Health Department, ECAT transits, and Workforce Escarosa. This project was funded through private sector reinvestment funds and State CDBG Disaster Recovery funds. There have been **\$1.3 million** expended in CDBG funds and **\$2.9 million** expended in private sector reinvestment funds. Additionally, CRA, NEFI, and the County's Engineering Department staff partnered to fund the installation of sidewalks and street lights to enhance public safety for the residents. Total cost for these improvements was **\$126,414.**



SPECIAL PROJECTS -



Brownsville Murals

Brownsville Murals - The County's CRA, partnered with Lamar Advertising, to initiate the *Celebrate Brownsville* Mural Project. These local art pieces are hung on the outside of buildings along the West Cervantes St. / Mobile Hwy corridor.

This innovative project was intended to display new art from local artists. The CRA continues to revitalize and promote economic development in the Brownsville redevelopment district. There were seven murals completed with an expenditure of **\$30,886**, which was funded through the Brownsville Tax Increment Financing (TIF).



Brownsville Mural

Gateway Signs - The CRA sponsored a total of 10 gateway signs for the CRA Redevelopment Districts through TIF funds in the amount of **\$7,792**. These Gateway Entrance Signs will be placed on the County rights-of-way of each designated CRA District.



CLEAN SWEEPS -

During this year, **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.

In addition to the County's CRA effort, the Escambia County Sheriff's Office continues to conduct "Operation Clean Sweep" in the CRA districts and EZ areas for the second consecutive year. The focus of "Operation Clean Sweep" is to work with Neighborhood Watch groups, residents, churches, and business owners to clean up neighborhoods and educate citizens on preventive measures that can be implemented to minimize and prevent crime. The Operation Task Force works closely with Escambia County Departments such as Animal Control, Environment Code Enforcement, and Road and Bridges, as well as outside agencies including Environmental Law Enforcement, US Military, and Neighborhood Watch groups. During this year, there were **4** Clean Sweeps conducted by the Sheriff's Office in the Brownsville, Palafox, and Warrington Redevelopment Districts. As a result of the "Operation Clean Sweep", there were a total of **34** tons of debris removed, **30** arrests made, **159** citations issued, **7** warrants served; **115** cases opened for code violations, and **29** sex offenders' addresses were verified.



CAPITAL IMPROVEMENT PROJECTS (CIP) -

The Community Redevelopment Agency (CRA) and Neighborhood Enterprise Foundation, Inc. (NEFI) continue to improve public infrastructure and implement CIP Projects to enhance the quality of life in the CRA and EZ targeted districts. There are several CIP Projects that are underway or have been completed this year.

Barrancas District - The Lakewood Sanitary Sewer Expansion Project, which includes the installation of sewer lines, sidewalks, and road resurfacing, is near completion in the Lakewood community. Total project funds expended this year were over **\$3.78 million** coming from CDBG's Disaster Grant. The Mahogany Mill Road and Boat Ramp design plans have been completed and the bid process for a contractor is underway. The total project cost is estimated at **\$1.9 million** of this amount, \$75,000 of the cost was funded through the Barrancas TIF while the remaining amount was funded through BP National Resources Damage Assessment (BPNRDA). Also in Barrancas area, the Lexington Terrace Park initial design phase was completed. Total CDBG funds expended on this project was **\$48,000**.

Brownsville District – Final design plans and pricing agreements were completed for the Jackson Street Sidewalk Project from “T” Street to Old Corry Field Road and construction is underway. Total cost of this project is estimated at **\$450,000** and will be funded by the Brownsville TIF. CRA continues to acquire properties in the Brownsville District to revitalize and redevelop. Total cost for property appraisals and feasibility studies expended were **\$17,142** and were funded by TIF. Also in the Brownsville District, NEFI staff provided funding assistance to assist in infrastructure improvement of the Clinton Cox Residence, which is a transition facility for adult men, operated by Pathway for Change Agency. This project is located in the CRA's Brownsville Redevelopment District and EZ area. There were **\$480,000** CDBG HOME/SHIP funds expended to assist with infrastructure improvements.



Englewood District - During this year, multiple projects have been completed or in progress for this district. There have been several sidewalk projects completed: St. Joseph Street Sidewalk – located between “L” Street and “H” Street; Yonge Street Sidewalk – located between “L” Street and “E” Street. Both of these sidewalk projects were funded through Public Works Traffic Division Safe Routes to School Grant Program in the amount of **\$132,000**. There were several capital improvement projects for the area: 1) P Street and Jordan Street Drainage Project – this project consisted of the demolition of an existing commercial building, construction of a large retention pond, and repaving of adjacent roadways. When complete, the pond will collect and treat localized flooding and provide a positive outfall for the area’s drainage system. This project is funded through the County’s Public Works Engineering Department with an estimated project cost of **\$420,000**. 2) Kupfrian Park Area Improvements – this project involves the complete roadway reconstruction with sidewalk improvements on Avery Street from Pace Blvd to “J” Street and will provide drainage and curb improvements. This project is currently under construction and completion is anticipated by the end of this year. It is funded through LOST and the County’s Engineering Department with an estimated project budget of **\$1.7 million**. Another upcoming redevelopment district project is the Englewood Community Center. This project will be a newly constructed 1,300 square foot facility adjacent to the existing Escambia Boys and Girls Club. The building will have community meeting rooms and a full kitchen facility. It is funded through CDBG **\$ 90,415** as well as other funding sources.

Palafox District – Escambia County’s CRA continues to enhance public safety by installing streetlights and sidewalks for the residents at the newly constructed Waterfront Mission Centralized Homeless Facility. Total cost for the infrastructure project was **\$126,414**. Another newly constructed facility is the Escambia County Sheriff’s Office Video Visitation & Training Facility. This project involved converting a 31,000 square foot building



(formerly the Escambia County One-Stop facility) into the Sheriff's Visitation and Training facility. The building will provide 60 stations for remotely visiting inmates housed in detention areas via audio/video equipment. Also, other staff will be located in this building including Force on Force, Defensive Tactics, and Simulator Training. This facility will include energy efficient Geothermal Heating and Air Conditioning System. Total funds estimated for this project is **\$3.9 million**.



Warrington District – The Navy Boulevard Corridor Vision Plan and Design Guidelines Manual was adopted by the BCC Board in May 2012 and is in its initial phase. Total funds expended were **\$32,000** through the Warrington TIF. Another project underway is Davenport Bayou Sidewalks, connecting streets which lead to a neighborhood community park. The initial sidewalk design plans are complete with 40% of the construction complete. Also during this year, the new Sheriff's Precinct in Warrington opened its 6,000 square foot building on Navy Boulevard adjacent to Warrington Elementary School. The precinct building will 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 YEAR	# OF PROJ.
2	BARRANCAS	MAHOGANY MILL BOAT RAMP	\$1.5 MIL	\$116,000	1
		GATEWAY SIGNS	\$1,558	1,558	2
3	BROWNSVILLE	JACKSON ST SIDEWALKS	\$450,000	\$49,495	1
		GATEWAY SIGNS	\$1,558	1,558	2
		BROWNSVILLE HISTORIC MARKER SIGN	\$2,130	2,130	1
3	ENGLEWOOD	GATEWAY SIGNS	1,558	1,558	2
3	PALAFOX	GATEWAY SIGNS	1,558	1,558	2
		HERMAN STREET STREETLIGHTS PROJECT (6 lights installed)	\$26,000	\$26,000	1
2	WARRINGTON	DAVENPORT BAYOU SIDEWALKS	\$250,000	\$52,350	1
		JAUNITA WILLIAMS PARK	\$125,000	\$7,268	1
		NAVY BLVD DESIGN GUIDELINES & CMP	\$225,000	\$225,000	2
		GATEWAY SIGNS	1,558	1,558	2
TOTALS			\$2.59 MIL	\$486,033	18

CAPITAL IMPROVEMENT PROJECTS (CIP)

Funded through CDBG, LOST III & other Sources

DIST.	REDEV. AREA	PROJECT NAME	AMOUNT AWARDED	EXPENDED THIS YEAR	# OF PROJ.
2	BARRANCAS	LAKWOOD SEWER EXPANSION & ROAD RESURFACING	\$3.8 MIL	\$3.8 MIL	2
		LEXINGTON TERRACE STORM WATER RETROFIT	\$609,900	49,900	1
		LAKWOOD SUBDIV	\$35,429	\$35,429	1
		LEXINGTON TERRACE PARK IMPROV.	49,944	47,665	1
3	BROWNSVILLE	PATHWAYS FOR CHANGE SPECIAL NEEDS FACILITY	\$480,000	\$289,768	1
3	ENGLEWOOD	KUPFRAIN PARK IMPROVEMENTS	\$1.7 MIL	\$835,617	3
		P ST. & JORDAN ST. DRAINAGE	\$450,000	\$65,000	1
		ENGLEWOOD COMMUNITY CTR	\$350,000	11,122	1
3	PALAFOX	WATERFRONT RESCUE MISSION FACILITY	\$4.3 MIL	\$4.3 MIL	1
		HERMAN ST SIDEWALK PROJECT	\$90,415	\$90,415	1
2	WARRINGTON	BEACH HAVEN SEWER & DRAINAGE PROJECT	\$9.5 MIL	\$400,000	3
		SOUTHWEST GREENWAY PSC CONNECTOR TRAIL BOARDWALK	\$348,677	\$8,000	1
TOTALS			\$21.7 MIL	\$9.93 mil	17

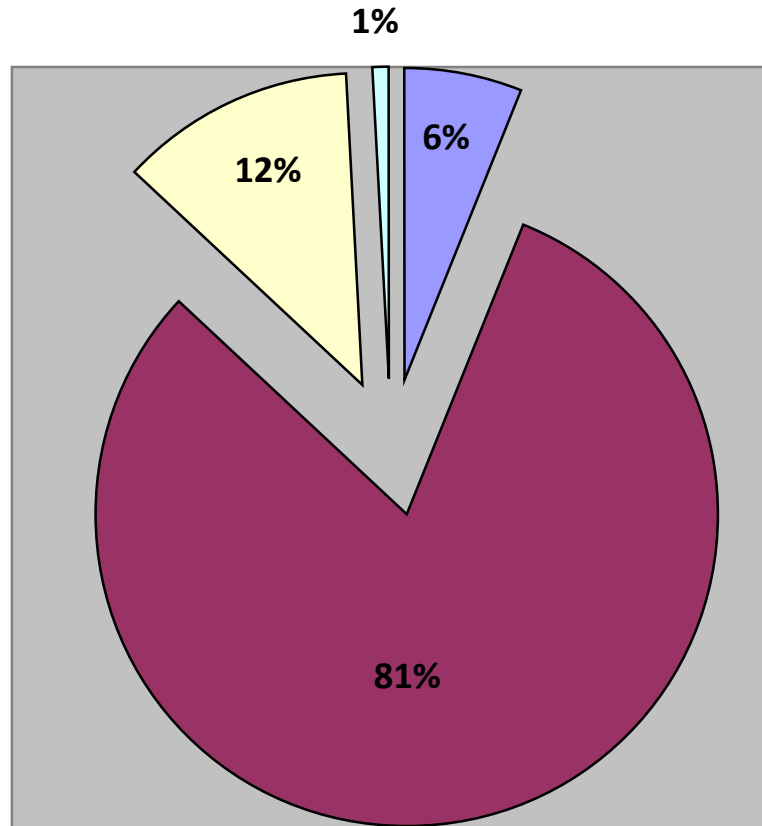
BROWNFIELDS PROJECTS

Funded through TIF & EPA BROWNSFIELD GRANT

DIST.	REDEV. AREA	PROJECT NAME	AMOUNT AWARDED	EXPENDED THIS QUARTER	# OF PROJ.
3	BROWNSVILLE	3300 MOBILE HWY – ENVIRONMENTAL ASSESSMENT		\$45,297	1
		3322 MOBILE HWY – ENVIRONMENTAL ASSESSMENT		\$120,000	1
3	PALAFOX	IRON TRIANGLE – ENVIRONMENTAL ASSESSMENT		\$124,026	1
TOTALS				\$289,323	3



SUMMARY OF FUNDING SOURCES USED IN THE CRA DISTRICTS October 1, 2011 - September 30, 2012





BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3730

County Administrator's Report 14. 4.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 01/17/2013

Issue: Warrington Overlay District Management Issues

From: Keith Wilkins

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Warrington Overlay District Management Plan Uses - Keith Wilkins, Community & Environment Department Director

That the Board, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), approve an exception to all existing uses requiring management plan submittal under Land Development Code (LDC), Section 6.07.01.F, as of the date of Board approval, granting legal non-conforming status.

BACKGROUND:

The elimination of the conditional use approval requirement was one of the several amendments that the BCC approved in the Ordinance adopted August 23, 2012. Since adoption of the previously amended CRA Overlay Districts Ordinance, County staff has encountered implementation issues regarding whether the status of the aforementioned uses are either conforming or non-conforming. In fairness to the owners of these uses, County staff requests that the Board grant legal, non-conforming status to all uses that fall under LDC Section 6.07.01.F. The non-conforming status of these uses would then apply to Article 9 of the LDC.

"LDC Section 6.07.01.F.

Uses requiring management plan submittal. The following uses shall require submission of a management plan to the CRA prior to development approval. The CRA must be notified of any amendments to a submitted management plan. Furthermore, the following uses shall have a distance of at least 2,500 feet separating any two uses of the same kind. The distance shall be measured from the closest point of the two property lines:

1. Convenience stores.
2. Tattoo Parlors.
3. Retail sale of alcohol for off-premises consumption.
4. Bars and nightclubs.
5. Pawn shops and check cashing services.

6. Commercial amusement arcades, including billiard parlors and game machine arcades.

7. Automotive uses (including car sales, automobile rental agencies, car washes, auto repair facilities, tire sales, etc.)."

BUDGETARY IMPACT:

No budgetary impact is anticipated.

LEGAL CONSIDERATIONS/SIGN-OFF:

Ryan Ross, Assistant County Attorney, has reviewed the Recommendation for quality control purposes.

PERSONNEL:

No additional personnel will be needed.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required for any changes to the Land Development Code.

IMPLEMENTATION/COORDINATION:

Upon approval of the exception appropriate staff, affected business owners, and interested citizens will be notified of the Board's granting of the exception.

This recommendation was prepared in cooperation with the Community & Environment Department, the County Attorney's Office and interested citizens.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3719

County Administrator's Report 14. 5.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 01/17/2013

Issue: CRA Meeting Minutes - November 15, 2012

From: Keith Wilkins

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning CRA Meeting Minutes, November 15, 2012 - Keith Wilkins, Community & Environment Department Director

That the Board accept for filing with the Board's Minutes, the November 15, 2012, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Carolyn Barbour, Senior Office Support Assistant, CRA.

BACKGROUND:

On November 15, 2012, a CRA meeting was convened to consider approval of multiple agenda items. A copy of the meeting minutes are attached.

BUDGETARY IMPACT:

No budgetary impact is anticipated.

LEGAL CONSIDERATIONS/SIGN-OFF:

There is no legal sign-off 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

CRA Minutes Nov 15 2012



**MINUTES
COMMUNITY REDEVELOPMENT AGENCY
November 15, 2012
8:45 a.m.**

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

Present: Chair Marie Young
Vice Chair Gene M. Valentino
Commissioner Wilson Robertson
Commissioner Kevin White

Absent: Commissioner Grover C. Robinson, IV

Staff Present: Alison Rogers, County Attorney
Keith Wilkins, Department Director

Attendees: Larry M. Newsom, Acting County Administrator

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 on November 10, 2012.

I. Technical/Public Service

Recommendation Concerning CRA Meeting Minutes, October 18, 2012 - Keith Wilkins, REP, Community & Environment Department Director

That the Board accept for filing with the Board's Minutes, the October 18, 2012, Community Redevelopment Agency's (CRA) Meeting Minutes prepared by Carolyn Barbour, Senior Office Support Assistant.

Vote: 4 - 0

II. Budget/Finance

Recommendation Concerning Commercial Facade, Landscape and Infrastructure Grant Funding and Lien Agreements for 1000 North Navy Boulevard - Keith Wilkins, REP, Community and Environment Department Director

That the Board ratify the following November 15, 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 Funding and Lien Agreements for the property located at 1000 North Navy Boulevard:

A. Approving the Commercial Facade, Landscape, and Infrastructure Grant Funding and Lien Agreements between Escambia County CRA and Fun Zone Pizza, Inc., owner of commercial property located at 1000 North Navy Boulevard, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$8,750, representing an in-kind match through the Neighborhood Enterprise Foundation, Inc. (NEFI), 2008 Community Development Block Grant (CDBG), Fund 129, Cost Center 220563, Object Code 58301, for improving and striping the parking lot; and

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

Vote: 4 - 0

III. Discussion/Information Items

CRA staff requested direction by the CRA Board to nominate a new CRA Chairman and Vice Chairman. A recommendation will follow upon Board directions.

Commissioner Kevin White motioned to appoint Commissioner Gene Valentino as Chairman and incoming Commissioner Lumon May as Vice Chairman. After some discussion by the Board, this motion was rescinded due to the fact that Commissioner Valentino will be Chairman of the BCC as well as head of Economic Development for the county. These duties will limit the amount of time available to devote to the chairmanship of the CRA Board. Commissioner White then moved to appoint incoming Commissioner Steven Barry as Chairman and incoming Commissioner Lumon May as Vice Chairman. It was discussed that there is no active/funded community redevelopment area in Commissioner Barry's District so this motion was also rescinded. At that time Commissioner White motioned to appoint Commissioner May as Chairman and Commissioner Valentino as Vice-Chairman. This motion was seconded by Commissioner Robertson and was approved by a vote of 4-0. A recommendation will be placed on the December 6 BCC Agenda. Department Director Keith Wilkins then advised the Board that the CRA will have an inservice for the CRA board. This will serve to introduce the newly elected commissioners to the CRA concept while refreshing the incumbent commissioners on principles of the CRA.

Adjournment.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3646

County Administrator's Report 14. 6.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 01/17/2013

Issue: Schedule a Public Hearing to Consider the Petition to Vacate a Portion of a 20 Foot Wide Alleyway, Block 21, Hazlehurst Subdivision

From: Joy D. Blackmon, P.E.

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Scheduling of a Public Hearing to Consider the Petition to Vacate a Portion of a 20-Foot-Wide Alleyway, Block 21, Hazlehurst Subdivision - Joy D. Blackmon, P.E., Public Works Department Director

That the Board authorize the scheduling of a Public Hearing for February 21, 2013, at 5:31 p.m., to consider the Petition to Vacate a portion of a 20-foot-wide alleyway (approximately 0.04 acres) in Block 21, Hazlehurst Subdivision, as petitioned by Linh Le.

BACKGROUND:

Petitioner owns Lots 5 through 10, Block 21, Hazlehurst Subdivision and Lots 1 through 5, Block A, Blount Re-Subdivision of Kupfrian Park. There is a platted 20 foot wide alleyway extending east to west through said Block 21 as recorded in Plat Deed Book 55 at Page 262 of the public records of Escambia County, Florida. Petitioner is requesting the Board vacate any interest it has in that portion of said 20 foot wide alleyway (approximately 0.04 acres) which abuts her property. Staff has made no representations to the Petitioner or the Petitioners' agent that Board approval of this request operates to confirm the vesting or return of title to the land in the Petitioner or any other interested party.

Engineering staff has reviewed this request and has no objections to the proposed 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 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 will be notified, the date and time will be advertised, and all owners of property within 500 feet will be notified.

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

Attachments

Petition

Plat Deed Book 55 Page 262

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

Alleyway

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

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

Please see attachment.

2. That the Petitioner(s), Linh Le
desire(s) that the Board of County Commissioners surrender, renounce and disclaim any right of the County and the public in and to that portion of the public road rights-of-way, alleyway, or other land described above and lying and being in Section(s) 31 Township 2 South Range 30 West and recorded in Deed Book 55 At Page 262 of the public records of Escambia County, Florida.

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

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

Petitioner acknowledges that:

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

Linh Le

Petitioner(s) Name

4772 Mallard Creek Rd.

Street Address

Pensacola

City

FL

State

32526

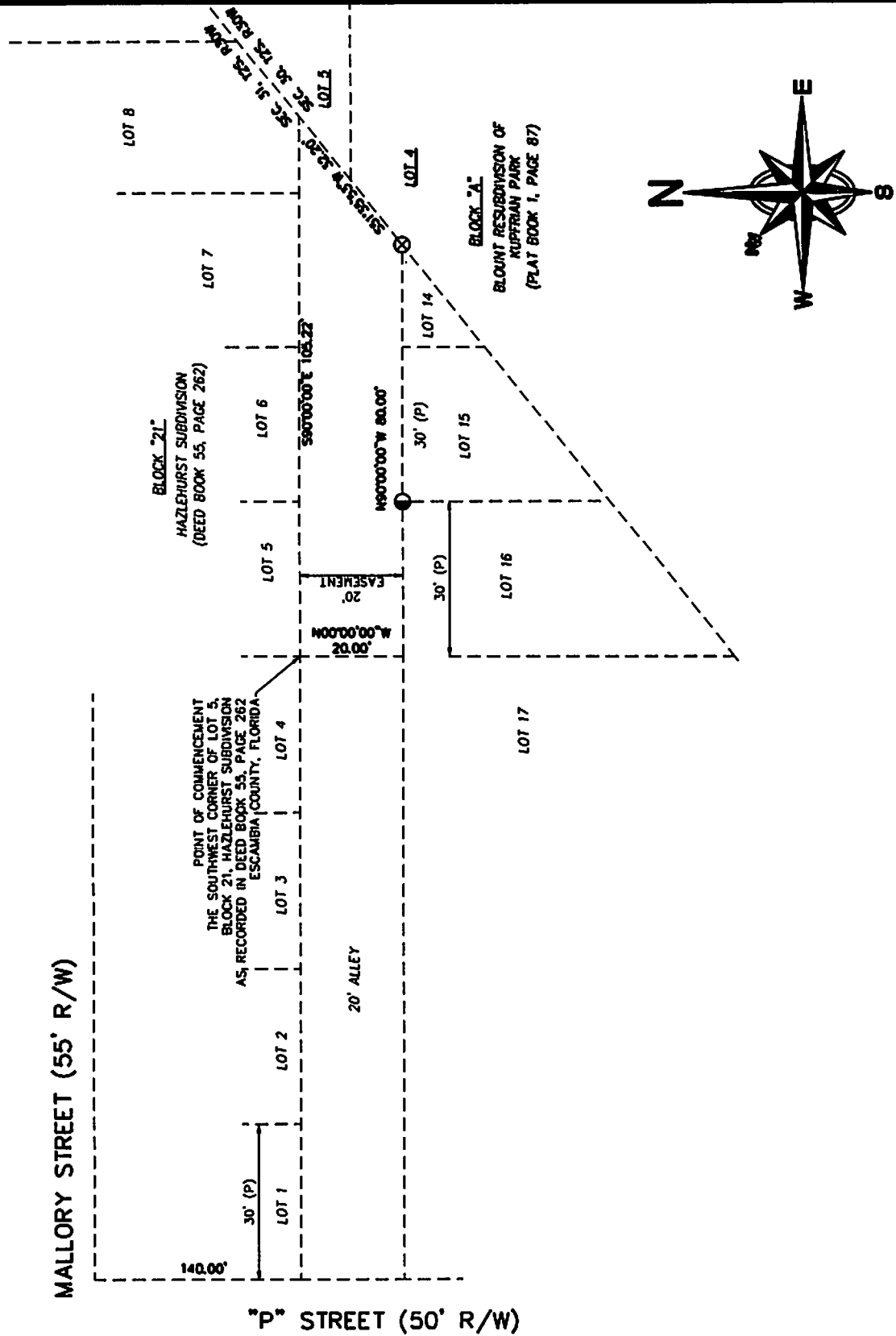
850 417-9640

Phone Number

Agent's Name

Agent's Phone Number

Date



SCALE: 1" = 30'



NORTHWEST FLORIDA LAND SURVEYING, INC.
A PROFESSIONAL SERVICE ORGANIZATION

SHEET 1 OF 2
7142 BELGIUM CIRCLE
Pensacola, FL 32528
(850) 432-1052

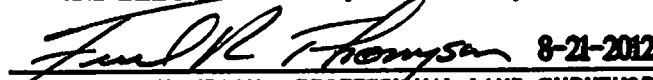
DESCRIPTION AS PREPARED BY NORTHWEST FLORIDA LAND SURVEYING, INC.

A 20 FOOT WIDE EASEMENT CREATED AT THE CLIENT'S REQUEST

DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 5, BLOCK 21, HAZLEHURST SUBDIVISION AS RECORDED IN DEED BOOK 55 AT PAGE 262 IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 5 AND A PROJECTION THEREOF FOR A DISTANCE OF 105.22 FEET TO A POINT OF INTERSECTION WITH THE SOUTHEASTERLY LINE OF SECTION 31, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH 51 DEGREES 35 MINUTES 53 SECONDS WEST ALONG THE SOUTHEASTERLY LINE OF SAID SECTION 31 FOR A DISTANCE OF 32.20 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY LINE OF LOT 14, BLOCK 21 HAZLEHURST SUBDIVISION; THENCE GO NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 14 AND A PROJECTION THEREOF FOR A DISTANCE OF 80.00 FEET TO THE NORTHWEST CORNER OF LOT 16, BLOCK 21 HAZLEHURST SUBDIVISION; THENCE GO NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN A PORTION OF SECTION 31, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMIBA COUNTY, FLORIDA AND CONTAINS 0.04 ACRES MORE OR LESS.

NORTHWEST FLORIDA LAND SURVEYING, INC.
742 BELGIUM CIRCLE, PENSACOLA, FL. 32526

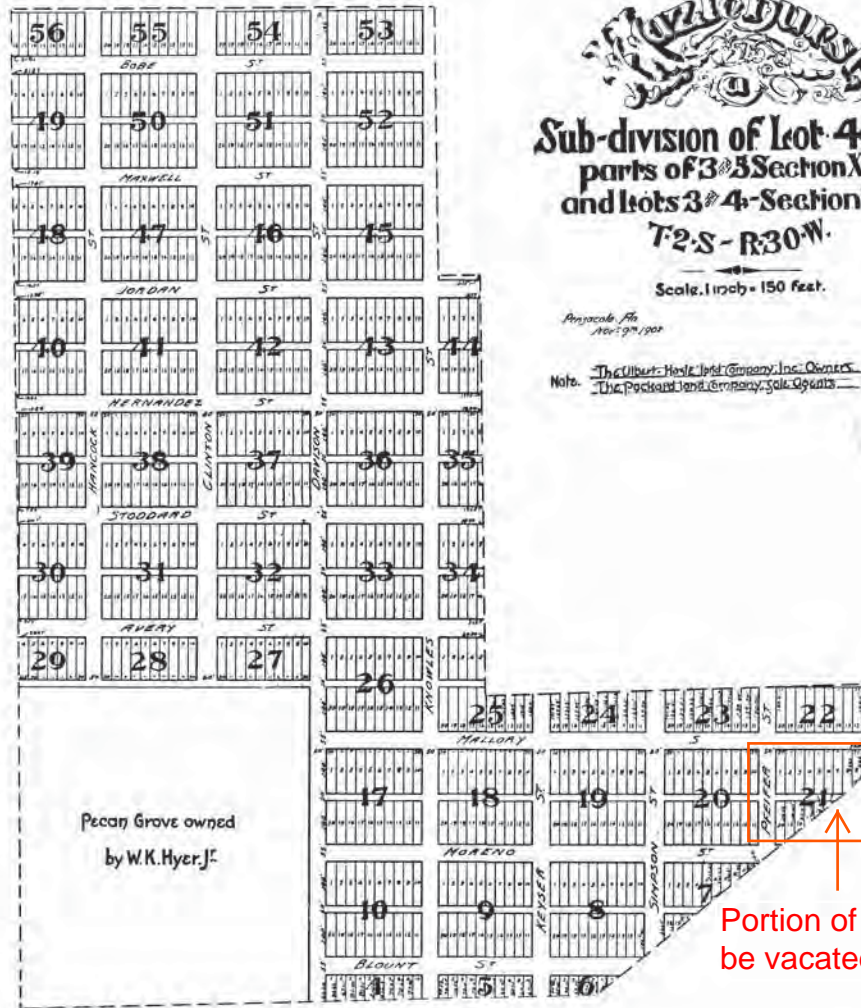

FRED R. THOMPSON, PROFESSIONAL LAND SURVEYOR
REGISTRATION NUMBER 3027 CORP. NUMBER 7277
STATE OF FLORIDA

SCALE: 1" = 30'



NORTHWEST FLORIDA LAND SURVEYING, INC.
A PROFESSIONAL SERVICE ORGANIZATION

SHEET 2 OF 2
7142 BELGIUM CIRCLE
Pensacola, FL 32526
(850) 432-1052



Sub-division of lot 4 and parts of 3 & 5 Section XVII and lots 3 & 4-Section XXXI.

T-2-S-R-30-W.

Scale: 1 inch = 150 feet.

Proposed by
Nov. 9th, 1922

L.E. Thomson
Civil Engineer

Note: ~~The United Trust Company, Inc. Owners~~
~~The Peck and Jend Company, Sole Agents~~

Pecan Grove owned
by W.K. Hyer, Jr.

Portion of Alleyway to be vacated

DEED BOOK 25 AT PAGE 262
L.E. Thomson
Civil Engineer

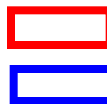
REQUEST TO VACATE PORTION OF A 20' WIDE FOOT ALLEYWAY, BLOCK 21, HAZLEHURST SUBDIVISION

Petitioner: Linh Le



ESCAMBIA COUNTY
PUBLIC WORKS DEPARTMENT

JCC 09/13/12 DISTRICT 3



Portion of 20' Wide Alleyway, Hazlehurst Subdivision be Vacated

Petitioners' Property



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3741

County Administrator's Report 14. 7.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 01/17/2013

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 for the Public Works Department, indicating five items to be properly disposed of, which are described and listed on the Request Form, with reason for disposition stated.

The surplus property listed on the Request for Disposition of Property Form 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 Interim County Administrator.

BACKGROUND:

The surplus property listed on the Request for Disposition of Property Form 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

Disposal Form

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

DATE: 1/3/13 TO: BOARD OF COUNTY COMMISSIONERS

FROM: Sherry Holland COST CENTER NO: 210402
 Property Custodian (PRINT NAME)

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

ITEM NO.	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CON-DITION
1	55643	DUMP TRUCK	1M2AT04C07M001518	CTP713	2007	GOOD
2	55644	DUMP TRUCK	1M2AT04C27M001519	CTP713	2007	GOOD
3	55647	DUMP TRUCK	1M2AT04C47M001523	CTP713	2007	GOOD
4	55651	DUMP TRUCK	1M2AT04C57M001529	CTP713	2007	GOOD
5	55652	DUMP TRUCK	1M2AT04C17M001530	CTP713	2007	GOOD

DISPOSAL METHOD: Junked Auction / Sold
 Donated Other: _____

Disposing Dept. ROAD DEPARTMENT

Property Custodian (Signature): *Sherry Holland* Phone No: 937-2123

INFORMATION TECHNOLOGY (IT Technician): _____
 Print Name

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

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

TO: County Administration Date: 1/3/2013
 FROM: Escambia County Bureau
 Director or designee *Terry Gray* Terry Gray

RECOMMENDATION: Date: _____
 TO: Board of County Commissioners
 FROM: County Administration
George Touart
 George Touart
 Interim Administrator

Approved by the County Commission and Recorded in the Minutes of: _____
Pam Childers 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-3675

County Administrator's Report 14. 8.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 01/17/2013

Issue: Approval of Monitoring Services Agreement Between Escambia County Community Corrections and The First Judicial Circuit of Florida

From: Gordon Pike, Department Head

Organization: Corrections

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of the Monitoring Services Agreement Between Escambia County Community Corrections and The First Judicial Circuit of Florida - Gordon C. Pike, Corrections Department Director

That the Board take the following action concerning the Monitoring Services Agreement between Escambia County Community Corrections and The First Judicial Circuit of Florida:

A. Approve the Monitoring Services Agreement between The First Judicial Circuit of Florida and the Escambia County Community Corrections to provide enrollment, monitoring, reporting and installation, removal, inventory, and maintenance of equipment while maintaining on-line software; and

B. Authorize the Chairman to execute the Agreement.

[All cases are funded by the State; there is no budgetary impact to the County.]

BACKGROUND:

The Escambia County Department of Community Corrections will be providing enrollment, monitoring, reporting and installation, removal, inventory and maintenance of electronic monitoring equipment for the First Judicial Circuit of Florida. All cases will be State funded.

Targeted average daily population of thirty (30) participants within approximately 30 to 60 days. Criminal cases for GPS participants anticipated to have an average length of term anticipated to be approximately 120 days to 1 year.

BUDGETARY IMPACT:

All cases are funded by the State, there is no budgetary impact to the County.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristen Hual, Assistant County Attorney, has certified that the agreement is in order and legally sufficient.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

The Community Corrections staff will implement the terms of this agreement on behalf of the County, and the First Judicial Circuit staff will implement the terms of this agreement on behalf of the State.

Attachments

GPS Monitoring Srv Agreement

MONITORING SERVICES AGREEMENT

This Monitoring Services Agreement (this "Agreement") dated as of _____, 2013, is entered into by and between Escambia County, a political subdivision of the State of Florida, through the Department of Community Corrections ("Provider"), having its principal place of business at 2251 N. Palafox Street, Pensacola, FL 32502, and The First Judicial Circuit of Florida ("Customer") having its principal place of business at 190 Governmental Center, Pensacola, FL 32502.

RECITALS

- A. Provider is engaged in providing the Services (as defined at Section 1.1) as part of community corrections.
- B. The Customer desires to supervise a certain portion of their offenders in a supervision and tracking program that is to monitor the offender through one of the different levels of monitoring services provided by Provider.
- C. Provider and Customer desire to enter into a relationship whereby Provider shall provide the Services to Customer on the terms and subject to the conditions set forth herein.
- D. The Customer will be responsible for determining the level and type of monitoring on an individual basis. The Customer may wish to use monitoring services for Global Positioning Satellite Tracking.

NOW THEREFORE, in consideration of the above recitals and in consideration of the mutual agreements and undertakings set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. Services; Equipment; and Customer's Responsibilities

1.1 Services to be Performed. During the Term (as defined at Section 3.1), Provider shall provide to The Customer services described at Exhibit "A" attached hereto (the "Services"). Provider shall provide the Services by qualified personnel in a professional manner. PROVIDER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The Customer acknowledges that Provider's ability to provide the Services effectively is dependent on factors outside of its control, including without limitation, prompt reporting by Provider of observed defects or deficiencies in any equipment assigned to or retrieved from participant offenders, proper maintenance of equipment by The Customer, extended power outages, disconnection or other loss/interruption of telephone lines, operation of wireline and wireless networks, internet connectivity, and scrambling, interruption, suspension, or

other interference in the transmission of radio signals or signals to or from global positioning satellites. Accordingly, the Customer acknowledges that Provider is making no representation or warranty that the provision of Services will be made available without interruption or will operate error-free.

1.2 Equipment. During the Term, Provider shall maintain certain equipment ("Customer Equipment") in connection with its provision of its electronic monitoring Services. All Customer Equipment provided under this Agreement shall remain the sole and exclusive property of Customer's third-party contractor. Equipment in Provider's possession, custody or control is set forth at Exhibit "B" attached hereto ("Provider-Controlled Equipment").

1.3 Provider's Responsibilities. In addition to any other obligations of the Provider set forth herein, Provider shall be responsible for the obligations set forth at Exhibit "C" attached hereto ("Provider Responsibilities").

SECTION 2. Service Fees and Payments

2.1 Service Fees. Provider shall collect from the Customer the agreed upon amount for services rendered. The fee schedule is to be defined in Exhibit "D" attached hereto (the "Fee Table"). Payments will be due and payable within 30 days of receipt of invoice. Customer will initiate prompt payment procedures upon receipt of a written invoice, submitted in detail sufficient for a proper pre and post-audit. The invoice will include the nature of the services performed, Provider as the entity performing the services, and the amount of time expended in performing the service. Payment will be made pursuant to Section 215.422, Florida Statutes, incorporated as Attachment A.

2.2 Payments and Acceptance. The Customer acknowledges and understands that acceptance by Provider of any payments under this Agreement shall not prevent Provider at any later date from disputing the amount owed or from demanding more information from the Customer regarding payments finally due.

2.3 Annual Appropriation. The parties acknowledge that Customer's performance and obligation to pay under this Agreement are contingent upon annual appropriation by the Florida Legislature and spending authority approved by the Chief Justice. Customer will provide Provider with advance written notice in the event that funds are not appropriated for any future term. Non-appropriation for any future term shall not relieve Customer of its obligations under any existing term.

SECTION 3. Term; Termination; and Suspension

3.1 Term. This Agreement is effective upon execution by both parties, and shall continue in full force and effect until June 30, 2013, (The "Initial Term"). This Agreement may be renewed annually ("Renewal Term") by both parties authorizing a written Renewal Amendment sixty (60) days prior to the expiration of the current term. After the completion of the initial term either party may terminate the agreement with or without cause by giving the other party a 60 day written notice.

3.2 Termination. Upon a party's material breach of the terms and conditions of this Agreement, the non-breaching party shall notify the breaching party in writing indicating the nature of such breach. If the breaching party fails to cure the breach within 15 calendar days of its receipt of written notice from the non-breaching party, the non-breaching party may immediately terminate this Agreement.

3.3 Rights Upon Termination. Upon termination or expiration of this Agreement:

- (a) Provider shall immediately cease to provide the Services; *provided, however,* that Provider shall continue to provide the services described at Exhibit "E" attached hereto ("Post-Termination Services");
- (b) Each party shall return to the other party all copies of any Confidential Information (as defined at Section 4.1) or other materials received from the other party;
- (c) Provider will continue to collect all fees due and owing under this Agreement as of the date of termination or expiration of this Agreement; and
- (d) If requested by either party, the parties will issue a mutually acceptable communication regarding the termination or expiration of the Agreement.

3.4 Suspension. The parties reserve the right, upon receipt of 48 hours written notice to the other party, but assume no obligation, to suspend performance immediately if, in Provider reasonable judgment, either party has materially breached any obligation set forth herein.

SECTION 4. Confidentiality and Privacy

4.1 Nondisclosure and Limited Use. Each party acknowledges that by reason of its relationship to the other party under this Agreement it will have access to certain information and materials concerning the other party's business, plans, customers (including criminal records), technology and products that are confidential and of substantial value to such party ("Confidential Information"), which value would be impaired if such Confidential Information were disclosed to third parties. Each party agrees to maintain all Confidential Information received from the other party, both orally and in writing, in confidence and agrees not to disclose or otherwise make available such Confidential Information to any third party without the prior written consent of the disclosing party. Each party further agrees to use the Confidential Information only for the purpose of performing this Agreement. The obligations of the parties under this confidentiality provision shall survive the termination or expiration of this Agreement.

4.2 Exclusions. The parties' obligations of non-disclosure and limited use set forth at Section 4.1 shall not apply to Confidential Information which: (a) is or becomes a matter of public knowledge through no fault of or action by the receiving party; (b) was rightfully in the receiving party's possession prior to disclosure by the disclosing party; (c) subsequent to disclosure, is rightfully obtained by the receiving party from a third

party who is lawfully in possession of such Confidential Information without restriction; (d) is independently developed by the receiving Party without resort to Confidential Information which is confidential under this Agreement; or (e) is required by law or judicial order.

4.3 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.

SECTION 5. Representations and Warranties

Each party to this Agreement represents and warrants to the other that (a) it has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder; (b) this Agreement has been duly authorized by all necessary action on the part of such party and constitutes a valid and legally binding obligation of such party, enforceable in accordance with its terms and conditions; and (c) such party is not a party to any written or oral agreement, understanding, arrangement or contract that prohibits the performance of its obligations hereunder.

SECTION 6. Acknowledgments

The Provider acknowledges that Customer is providing the Equipment and the provider is providing the Services specifically referenced in Exhibit A hereto. Provider is not involved in establishing criteria or otherwise providing advice or guidance on the selection of participant offenders, it being understood that all risk associated with selection and course of monitoring is expressly borne by the Customer. In addition, the Customer acknowledges that Provider has not made any representation or warranty that the Services will be available without interruption or that they will be provided error free. The Customer designated to local law enforcement full responsibility for responding to alert signals indicating violations by participant offenders.

SECTION 7. Limitation of Liability

7.1 Disclaimer. The Customer acknowledges that it is solely responsible for the decision to use the Services and all decisions regarding the selection of third parties that will have access to or contact with the Services, including, without limitation, probationers, juveniles and the Customer's employees. Provider DISCLAIMS ANY AND ALL RESPONSIBILITY OR LIABILITY FOR THE CUSTOMER'S DECISIONS DESCRIBED IN THIS SECTION 7.1.

7.2 Service Availability. The Customer acknowledges Provider's ability to provide electronic monitoring Services effectively is dependent on factors outside of its control, including without limitation, prompt reporting by the Customer of observed

defects or deficiencies in any equipment assigned to or retrieved from participant offenders, proper maintenance of equipment by the Customer, extended power outages, disconnection or other loss/interruption of telephone lines, operation of wire line and wireless networks, internet connectivity, and scrambling, interruption, suspension, or other interference in the transmission of radio signals or signals to or from global positioning satellites. Accordingly, the Customer acknowledges that Provider does not warrant that the services will function on an error-free basis. At any given time, the equipment or software used in connections with this agreement may malfunction and failures in the services may occur from time to time. The Customer agrees that Provider will not be liable for any unforeseeable damages or harms, including, without limitation, property damage, personal injury, bodily injury, illness or death, that the Customer or the Customer's employees, agents or other affiliates may incur arising out of Provider's operations or its provision of or failure to provide the services.

The Customer affirms that if it requests that Provider provide electronic monitoring by global positioning satellite (GPS) to certain participants. All participants identified for GPS monitoring have been selected independently by the Customer without input, advice or other involvement of Provider and Provider has agreed to comply with instructions of the Customer on the scope of monitoring for each selected participant.

The Customer recognizes the risks inherent with GPS monitoring and acknowledges that it has considered and assumed all such risks in selecting participants, prescribing the scope and course/level of monitoring, and establishing the response protocols for any electronic monitoring program to be conducted by Provider.

7.3 Liability. To the extent permitted by law and subject to any claim of sovereign immunity by Section 768.28, Florida Statutes, as amended, the parties understand and agree that each party to this agreement shall be fully liable for only the acts and omissions of its own respective employees and agents in the performance of this agreement.

7.4 Independent contractor. The parties agree that Provider is an independent contractor as that term is commonly used and is not an employee of the Customer. As such, Provider is solely responsible for all taxes and none shall be withheld from the sums paid to Provider. Provider acknowledges that it is not insured in any manner by the Customer for any loss of any kind whatsoever. Provider has not authority, express or implied, to bind or obligate the Customer in any way.

7.5 Subcontracting. The parties agree that Provider shall not subcontract, assign or delegate any portion of this agreement or the services to be performed hereunder without prior written approval of the Customer. In the event that the Customer approves of any such subcontracting, assignment or delegation, Provider

shall remain solely responsible for managing, directing and paying the person or persons to whom such responsibilities or obligations are sublet, assigned or delegated. Provider shall take sole responsibility for the quality and quantity of any services rendered by such persons. Any consent given in accordance with this provision shall not be construed to relieve Provider of any responsibility for performing under this agreement.

7.6 Authority to Bind Contractor. Notwithstanding anything in this agreement to the contrary, the signatory for Provider represents that he has been duly authorized to execute agreements on behalf of the company designated above and has obtained all necessary or applicable approval from the home office of the company to make this agreement fully binding upon the company when his signature is affixed and accepted by the Customer.

SECTION 8. General Provisions

8.1 Assignment. This Agreement and all rights and duties hereunder may not be assigned, mortgaged, sublicensed, delegated, or otherwise encumbered by any party or by operation of law without the prior written consent of the other party, which consent shall not be unreasonably withheld, except that a party's rights hereunder may be transferred to a successor of all or substantially all of the business and assets of the party regardless of how the transaction or series of related transactions is structured.

8.2 Notices. All notices, requests, or other communications required or permitted to be given hereunder or which are given with respect to this Agreement shall be in writing (including telecopy) and, unless otherwise expressly provided herein, shall be delivered (a) by hand during normal business hours, (b) by Federal Express, United Parcel Service or other reputable overnight commercial delivery service (collectively, "overnight courier"), (c) by registered or certified mail (return receipt requested) or (d) by telecopy, addressed as follows:

If to Provider:

Escambia County Community
Corrections
2251 N. Palafox Street
Pensacola, FL 32502
ATTN: Gordon Pike
Telephone No.: (850) 595-3100
Facsimile No.: (850) 595-4691
Email: gcpike@myescambia

If to Customer:

The First Judicial Circuit Florida
190 Governmental Center
Pensacola, FL 32502
ATTN: Will Moore
Telephone No.: (850) 595-4400
Email: Will.Moore@FLCOURTS1.GOV
Facsimile No.: (850) 595-0360

Any such notice shall be effective for purposes of determining compliance with the time requirements herein (a) at the time of personal delivery, if delivered by hand, (b) at the time accepted for overnight delivery by the overnight courier, if delivered by overnight courier, (c) at the time of deposit in the United States mail, postage fully prepaid, if delivered by registered or certified mail, or (d) at the time of confirmation of receipt, if delivered by telecopy. In addition to the chosen notification method, the parties shall provide courtesy notice of the communication by electronic mail to the email address provided.

If either party changes its address for purposes of notices hereunder, such party shall give written notice of such change to the other party in accordance with Section 8.2.

8.3 Entire Agreement. This Agreement (together with the other written agreements specifically referred to herein) shall constitute the entire agreement between the parties hereto and shall supersede any other agreements (including the existing monitoring agreement presently in effect with the Customer), whether oral or written, express or implied, as they pertain to the transactions contemplated herein. No revision, change, amendment, addendum or modification of this Agreement shall be effective unless made in writing and signed by both of the parties hereto.

8.4 Governing Law And Choice Of Forum. This Agreement shall be construed and governed in accordance with the laws of the State of Florida. In the event any legal action becomes necessary to enforce or interpret the terms of this Agreement, including but not limited to any applications for temporary restraining orders, temporary or permanent injunctions, the parties agree that such action will be brought in the Escambia County Circuit Court, and the parties hereby submit to the exclusive jurisdiction of said Court.

8.5 Nonsolicitation of Employees. The undersigned parties agree not to solicit, hire or initiate any direct conversations regarding hiring any employee of the other party, without the prior written consent of the person's current employer.

8.6 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

8.7 Severability. If any provision of this Agreement is found by any Court of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed to be modified to the minimum extent necessary to cause it to be valid and enforceable and the invalidity or unenforceability of such provision prior to such modification shall not affect the other provisions of this Agreement and all provisions not affected by the invalidity or unenforceability shall remain in full force and effect.

8.8 Remedies Not Exclusive. No remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other remedy, except as

expressly provided in this Agreement or any Exhibit thereto, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing in law or in equity or by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.

8.9 Waiver. Failure of either party at any time to require the performance of any provision under this Agreement shall not affect the right of such party to require full performance thereafter and a waiver by either party of a breach of any provision of this Agreement shall not be taken or held to be a waiver of any further or similar breach or as nullifying the effectiveness of such provision.

8.10 Force Majeure. If performance hereunder is interfered with by any condition beyond a party's reasonable control (a "Force Majeure Event"), the affected party shall be excused from such performance to the extent of such condition, *provided, however* that if a Force Majeure Event detrimentally affects a party's performance of a material covenant hereunder for 30 days or more, the other party can terminate this Agreement. The party whose performance is prevented by a Force Majeure Event shall immediately inform the other party of the state of affairs.

8.11 Independent Contractors. Provider and the Customer are independent entities, and no agency, partnership, franchise, joint venture or employment relationship is intended or created by this Agreement. No party shall make any warranties or representations on behalf of any other party.

8.12 General Contract Conditions of the Florida State Court System. This Agreement is bound by the General Contract Conditions of the Florida State Court System in effect on the date of execution of this Agreement, which can be found at http://www.flcourts.org/courts/crtadmin/general_contrcat_conditions.shtml . Provider agrees to comply with the requirements of the Florida State Courts System policy for fraud prevention attached hereto as Attachment B.

8.13 Compliance with Americans with Disabilities Act, the Civil Rights act of 1964. By providing, or contracting to provide services, programs or activities, maintaining facilities, and otherwise performing obligations under this Agreement, Provider will comply with the Americans with Disabilities Act, the Civil Rights act of 1964, as amended, the Florida Civil Rights Act of 1992 and any other federal or state law that prohibits discrimination on the basis of race, color, national origin, religion, sex, age, marital status, or handicap.

[The remainder of this page has been intentionally left blank – Signatures follow]

IN WITNESS WHEREOF, the Customer and Provider have executed this Service Agreement on the dates shown below.

CUSTOMER

The First Judicial Circuit Florida

By: _____

Its: _____

Date: _____

PROVIDER

Board of County Commissioners
Escambia County, Florida

By: _____

Gene M. Valentino, Chairman

Date: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

This document approved as to form and legal sufficiency.

By: *Gene M. Valentino*

Title: ACF

Date: 1/31/13

EXHIBIT "A"

THE SERVICES

I. Basic Services

Provider will provide:

(This section outlines the service commitment required of Customer. This section details the Services agreed upon by Provider and Customer and contains basic statements regarding Provider's commitment to provide enrollment, monitoring, reporting and installation, removal, inventory and maintenance of equipment while maintaining on-line software for Customer review)

- A. All cases shall be state-funded
- B. Targeted average daily population of thirty (30) participants within approximately 30 to 60 days
- C. Criminal (not civil) cases for GPS participants anticipated to have an average length of term anticipated to be approximately 120 days to 1 year
- D. One (1) Locally-based Provider Representative to perform "Services":
 - 1. Acceptance of Customer participant referrals at staggered times to enable one (1) Provider representative to accomplish all enrollments/installs/removals in no more than forty (40) hours per seven-day week, to occur:
 - i. Five (5) days a week (Monday through Friday) at the Escambia County and/or Santa Rosa County Jails ("jails") where Provider shall complete installs/removals within twenty-four (24) hours from the time of referral.
- E. Orientate participants and victims regarding program requirements and interactions with the Equipment and monitoring center
- F. Interact with Customer's third-party contractor's Monitoring Center via secure web-based access (and/or phone, fax) to enroll participants, enter/maintain zones and schedules, process reports and monitor the activity of program participants within scope of the Customer's program guidelines
- G. Perform equipment maintenance, resetting of tampers and/or replacement of participant Equipment
- H. Maintain Equipment inventory to accommodate program needs and interact with Customer's third-party contractor for deliveries/shipment/returns of Equipment
- I. Provide expert testimony if required by Customer or other courts
- J. Respond to inquiries and/or requests for program data from Customer

II. Training Services

Customer's third-party contractor will provide the necessary training to Provider and Customer personnel prior to commencement of its services. If required, Customer's third-party contractor can provide training to other Provider personnel. The parties mutually agree to assist one another with the program change over and implementation of Provider Products and Services.

III. Maintenance Services

Provider will properly maintain the equipment in a functional manner and be held liable for all lost, damaged and/or stolen equipment that Provider has not reported to Customer in writing as attributed to the direct fault of an identified program participant.

IV. Reports

For report and activity information, the parties will be able to access Customer's third party contractor's web-based information systems through either a standard computer or laptop via internet connection. Provider staff will also provide reports via email to Customer as requested for participant information and transactions.

V. Record Retention

All monitoring activity reports and documentation of all costs associate with this Agreement remain accessible by Customer for a period of five (5) years following the conclusion of this Agreement. Retrieval of current client activity records is accessible immediately, while retrieval of records that may have been archived due to extensive completion dates may require a minimum of 72 hours to retrieve and deliver to Customer personnel. Provider will make the data available at the request of the Customer and all data will be backed up on a regular basis.

EXHIBIT "B"

CONTRACTOR-CONTROLLED EQUIPMENT

As required by this Agreement, Customer's third-party contractor will provide to the Provider the required amount of electronic monitoring equipment in order for successful operation of the program. Provider will also provide the customer with 20% shelf stock at Customer request. It will be the Provider's responsibility to notify the Customer, of all equipment installations and removals in order to maintain a correct billing record. Provider will be responsible if the Provider fails to timely delete an offender from the program on the required date, as requested in writing by Customer, and the offender incurs additional charges.

The Provider will be responsible for the equipment. Any lost and damaged Equipment will require reimbursement to Customer at the rates as outlined under Exhibit F, Lost/Damaged/Stolen Equipment Schedule.

EXHIBIT "C"

PROVIDER'S RESPONSIBILITIES

Provider agrees that its' representatives will use all of the proper paperwork and transmittals that are required in order to properly and efficiently monitor an offender. This includes, but is not limited to, providing complete offender information forms to third-party contractor's National Monitoring Center, maintaining a reasonable inventory for future participants, keeping an appropriate record of all equipment in use including alleged problems with any units. The parties mutually agree to the prompt payment of any service fees due to one another as stated in this Agreement.

Provider shall also agree to notify Customer if Provider knows equipment is lost, damaged, or stolen.

EXHIBIT "D"
FEE TABLE

The fees that will be applicable for this Program are:

Offender GPS: \$8.65 per active day per participant OR participant/victim pair

EXHIBIT "E"

POST-TERMINATION SERVICES

In the event that either party terminates this agreement, all procedures and requirements will be finalized according to the agreed upon manner. Provider will provide all services up until the expiration date of the contract, upon which it will be the Provider's responsibility to collect all monitoring equipment and supplies that are in the possession of the program participants.

Provider will not be responsible for the monitoring of any offender once the agreement expiration date has past. Any monitoring services after said date will have to be described in writing, and consented to by both parties. Any fees associated with this hold over of services period will be due and payable in the same manner as all other fees were collected.

EXHIBIT F

LOST/DAMAGED/STOLEN EQUIPMENT SCHEDULE

Normal shipping is ground delivery and is paid by Customer's third-party contractor. Rush shipments, i.e., overnight/next day will be invoiced to the Provider for the additional shipping costs. Provider will only be invoiced for the difference between ground shipping and overnight/next day. Provider is responsible for shipping charges incurred as a result of excess inventory returns.

LOST/DAMAGED/STOLEN EQUIPMENT PRICING

The following replacement prices apply for any lost, damaged and/or stolen equipment that Provider has not reported to Customer in writing as attributed to the fault of an identified program participant:

OM210 Charger-	\$25
OM210 Back Plate-	\$25
OM210 Strap (NOTE: Straps are reusable, proven to last up to 24 months, are proactively replaced annually at no cost, and charged at this cost only if intentionally cut or damaged)-	\$50
OM210 GPS Device-	\$850
UniTrak GPS Back Plate-	\$25
UniTrak GPS Charger-	\$25
UniTrak GPS Device-	\$500
DualTrak Transceiver-	\$450
TrakMatell GPS Unit-	\$750
ACU- Radio Frequency Monitoring Unit-	\$850
Cellular ACU- Radio Frequency Monitoring Unit-	\$1000
TCU-GPS Home Monitoring Unit-	\$1050
MEMS 3000 Alcohol Unit-	\$1700



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3762

County Administrator's Report 14. 9.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 01/17/2013

Issue: Council on Aging of West Florida, Inc., Appointment

From: George Touart, Interim County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Appointment to the Council on Aging of West Florida, Inc. - George Touart, Interim County Administrator

That the Board confirm the appointment of Commissioner Lumon J. May to the Council on Aging of West Florida, Inc., to serve a one-year term, effective December 13, 2012, through December 2013, as requested by John B. Clark, President/CEO.

BACKGROUND:

N/A

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A Board Policy Section I, B1, Appointment Policy Procedures, requires confirmation by the Board of all appointments to Boards and Committees on which Commissioners serve.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Letter from Mr. John B. Clark



December 27, 2012

George Touart, County Administrator
Escambia County
221 Palafox Place
Suite 420
Pensacola, FL 32502

Dear Mr. Touart:

As you may know, for some time Marie Young served on the Board of Directors of the Council on Aging, having been elected to that position by the agency's membership. The Board of County Commissioners "formally" approved her as their representative to our board. Although no longer a commissioner, she continues to serve on our board as a citizen board member.

In 2009 Lumon May was nominated and elected to the agency's Board of Directors. His term is through December 2013. Since Mr. May was recently elected to the Board of County Commissioners as the District 3 representative; at our agency's annual meeting on December 13, 2012 the Council on Aging's Board of Directors officially noted that he was going to be the replacement for Marie Young as the County representative.

We hope this meets with the approval of the Board of County Commissioners. Please contact me if you need any further information.

Sincerely,

John B. Clark
President/CEO

CY: Judy Witterstaeter

875 Royce Street/PO. Box 17066
Pensacola, Florida 32522-7066
(850) 432-1475
FAX (850) 479-7986
Florida Relay: 711
www.coawfla.org
info@coawfla.org

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DeeDee Davis
- First Vice Chair
Caron Sjöberg
- Second Vice Chair
Gordon Goodin
- Secretary
Councilmember PC. Wu
- Treasurer
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Dona Usry

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- Rodger Doyle
- Meagan Enderson
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- Donna J. Jacobi, M.D.
- Thomas Lampone, M.D.
- Kathleen Logan
- Lumon May
- Robert Mills
- Chaplain Larry Mosley
- James M. "Mick" Novota
- John Peacock
- Monica Sherman
- Sue Straughn
- Betty Swanston
- Edgar M. Turner
- Mary Taitte Williams
- Denise Windham
- Escambia County Commissioner
Marie K. Young
- City of Gulf Breeze Mayor
Beverly Zimmern

MEMBERS EMERITI

- Joe Black
- Rosemary Bonifay
- John Brick
- Rita E. Jones
- Kenneth Kelson
- Zola Lett
- Charles H. Overman, III
- Malcolm Parker
- Margaret Poppel
- Ethel Tamburello

PRESIDENT/CEO
John B. Clark



Please remember the Council on Aging of West Florida, Inc. in your will and let us know when you do so we can thank you.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3778

County Administrator's Report 14. 10.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 01/17/2013

Issue: Reappointment to the Tourist Development Council

From: George Touart, Interim County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Reappointment to the Tourist Development Council - George Touart, Interim County Administrator

That the Board waive the Board's Policy, Section I, Part B 1. (D), Appointment Policy and Procedures, and reappoint Nan Harper to the Tourist Development Council, for a four-year term, effective retroactively January 6, 2013, through January 5, 2017, as an "Interested in Tourism" appointee.

BACKGROUND:

Ms. Harper has expressed the desire to serve another term. Her Resume is provided for your review.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

In accordance with Section I B, of the Board of County Commissioners Policy Manual, Board approval is required for all appointments / reappointments to Boards and Committees established by the Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Nan Harper's Resume



Nan Harper Bio

Nan Harper is passionate about the provincial charm of Escambia County and believes in its potential to incorporate its assets into an enclave of educational, cultural, and historic significance as a tourism destination highlighting these areas of interest.

Nan is Realtor-owner of Island Realty on Pensacola Beach. She holds a Master's Degree, and taught Spanish for a number of years at the high school and junior college levels.

She travels extensively in Spain. She assisted Pensacola's Honorary Spanish Vice Consul in the 2009 celebration of the city's 450th Anniversary, and in the formation of a Sister City relationship with Macharaviaya, Spain, birthplace of General Bernardo de Galvez, hero of the Battle of Pensacola.

She published SANDSKRIT, A COLLECTION OF PENSACOLA POETS earlier in her career. She is appointed to the Escambia County Tourism Development Commission; Chairman of the International Relations Committee, President of Sister Cities International, and is 2013 Vice President of the Pensacola Beach Chamber of Commerce.

Ms. Harper served as 2005 President of the Pensacola Association of Realtors and was chosen 2005 Realtor of the Year. She was a Florida State Realtor Director for four years. She was twice chosen Realtor of the Year of Pensacola Women's Council of Realtors. She was the first State President of Women's Council of Realtors elected from Northwest Florida in 33 years, and is the First Woman from Northwest Florida ever to serve as National Region Vice President of Woman's Council of Realtors' Region VII, which includes Florida, Georgia, Alabama, Mississippi, and South Carolina.

She is a patriot and supports the American Military as a member of USO, Navy League's Admiral's Circle, Wounded Warriors Foundation and Special Operations Warriors Foundation. She is a 2013 Director of the Pensacola Navy League.

She believes that by incorporating the marketing opportunities available, Escambia County will enhance its image as a destination for educational, cultural, and historic tourism.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3721

County Administrator's Report 14. 1.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/17/2013

Issue: Supplemental Budget Amendment #069 - Insurance Proceeds

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #069 - Amy Lovoy,
Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #069, Law Enforcement Trust Fund (121) in the amount of \$123,826, and Local Option Sales Tax III Fund (352) in the amount of \$101,213, to recognize insurance proceeds received for computer equipment damage due to the floods in June 2012, and to appropriate these funds back to the appropriate Cost Centers for Law Enforcement activities in Escambia County.

BACKGROUND:

In June 2012 Escambia County experienced a heavy rainfall event that flooded the Central Booking and Detention area at the Sheriff's Office. We are now receiving insurance reimbursements totaling \$225,039 for damages to computer equipment. These funds now must be recognized to offset the purchase of new equipment.

BUDGETARY IMPACT:

This amendment will increase Fund 121 by \$123,826 and Fund 352 by \$101,213.

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

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2013-_____

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 insurance proceeds for equipment damaged at the Sheriff's Office due to the flood damage in June 2012. These funds must now be recognized and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2013:

Fund Name	Fund Number		
Law Enforcement Trust Fund	121		
Local Option Sales Tax III Fund	352		
Revenue Title	Fund Number	Account Code	Amount
Insurance Proceeds	121	369008	123,826
Insurance Proceeds	352	369008	101,213
Total			\$225,039

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Repair & Maintenance	121/540103	54601	123,826
Machinery & Equipment	352/540115	56401	101,213
Total			\$225,039

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:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

Deputy Clerk

Gene M. Valentino, Chairman

Adopted

OMB Approved

Supplemental Budget Amendment
069



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3687

County Administrator's Report 14. 2.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/17/2013

Issue: Board Adoption of a Resolution of the Tax Increment for Funding each of the Community Redevelopment Agency Trust Funds

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Establishing the Tax Increment for Funding Each of the Neighborhood Redevelopment Agency Trust Funds - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning establishing the Tax Increment Funding (TIF) in the Neighborhood Redevelopment Agency Trust Fund and associated funding:

A. Adopt the Resolution establishing the Tax Increment for funding each of the Neighborhood Redevelopment Agency Trust Funds at 34 percent, reduced from 36 percent, for Fiscal Year 2012/2013, due to a reduction in staffing levels within the Community Redevelopment Agency (CRA). This Resolution allows the Board to establish the funding level within the Tax Increment Fund Districts (TIFD).

B. Adopt the Resolution approving Supplemental Budget Amendment #066, General Fund (001) and CRA TIF Fund (151) a reduction in the amount of \$32,983, to recognize a decrease in the General Fund transfer to the CRA Fund, and to appropriate these funds for an existing administrative position also being transferred from the CRA to the Human Resources Department.

BACKGROUND:

This Resolution provides the Board the authority to make a change in the funding associated with the TIFD's within the CRA. For Fiscal Year 2012/2013 the funding level is being decreased from 36% to 34% due to a reduction in CRA staffing levels. Funding for an existing position in the CRA will be transferred to the General Fund and fund that same position to serve in an administrative capacity in the Human Resources Department.

BUDGETARY IMPACT:

The CRA TIF funding level is being decreased from 36% to 34%. This amendment will increase Fund 001 and decrease Fund 151 by \$32,983.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Resolution has been reviewed and approved by the County Attorney's Office.

PERSONNEL:

One Office Support Assistant position is being transferred along with associated funding to help Information Technology and Human Resources due to a reduction in the CRA workload.

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

TIF Resolution

SBA66

RESOLUTION NUMBER R2013-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA ESTABLISHING THE TAX INCREMENT FOR FUNDING FOR EACH NEIGHBORHOOD REDEVELOPMENT TRUST FUND; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Escambia County has the authority to establish or maintain the tax increment method of financing pursuant to its home rule powers as set forth in § 125.01, et. seq. Fla. Stat. and as upheld by the Florida Supreme Court in *Strand v. Escambia County*, 992 So.2d 150 (Fla. 2008); and

WHEREAS, Article VI, Funds, Sections 46-284 "Palafox Redevelopment Trust Fund", 46-285 "Englewood Redevelopment Trust Fund", 46-287 "Warrington Redevelopment Trust Fund", 46-288 "Brownsville Neighborhood Redevelopment Trust Fund" and 46-289 "Barrancas Redevelopment Trust Fund" of the Escambia County Code of Ordinances, as amended, provide for the establishment of tax increment funding for each neighborhood redevelopment trust fund shall be adopted by resolution; and

WHEREAS, the Board of County Commissioners hereby finds that the adoption of this resolution establishing the tax increment funding for each neighborhood redevelopment trust fund is in the best interest of the health, safety and welfare of the citizens of Escambia County.

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

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

Section 2. That the tax increment funding for each neighborhood redevelopment trust fund established in Chapter 46, Article VI of the Escambia County Code of Ordinances shall be in an amount equal to 34 percent of the difference between

- A. The amount of ad valorem taxes levied each year by each taxing authority, exclusive of any amount from any debt service millage, on taxable real property contained within the geographic boundaries of the Redevelopment Area; and
- B. The amount of ad valorem taxes, which would have been produced by the rate upon which the tax is levied each year by or for each taxing authority, exclusive of any debt service millage, upon the total of the assessed value of the taxable real property in the Redevelopment Area as shown upon the most recent assessment role used in connection with the taxation of such property

by each taxing authority prior to the effective date of the ordinance providing for the funding of the trust fund.

Section 3. That this Resolution adopting the tax increment funding for each neighborhood redevelopment trust fund provided herein shall become effective on the 1st day of February, 2013, and shall remain in effect until adoption of a subsequent resolution.

ADOPTED this _____ day of _____, 2013.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Gene M. Valentino, Chairman

BCC Approved: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

This document approved as to form and legal sufficiency.

By: Handwritten Signature

Title: Handwritten Title

Date: 12/13/12

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2013-

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, Funding for one administrative position will be moved from the CRA TIF Fund (151) back into the General Fund (001) to provide assistance to Human Resources and the Information Technology Departments, and these funds must be recognized and appropriated accordingly.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2013:

CRA Expendable Trust Fund General Fund Fund Name	151 1 Fund Number		
Revenue Title	Fund Number	Account Code	Amount
Transfers from F-001	151	381001	(\$32,983)
Total			(\$32,983)

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Warrington/Improv. Other than Bldgs.	151/220516	56301	(11,640)
Brownsville/Improv. Other than Bldgs.	151/220515	56301	(5,840)
Englewood/Utilities	151/220520	54301	(3,561)
Palafox/Utilities	151/220517	54301	(8,656)
Barrancus/Improv. Other than Bldgs.	151/220519	56301	(3,286)
Transfers Out (TIF)	001/110215	59115	(32,983)
Regular Salaries	001/150101	51201	32,983
Total			(\$32,983)

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

Gene M. Valentino, Chairman

Deputy Clerk

Adopted

OMB Approved

Supplemental Budget Amendment
#066



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3720

County Administrator's Report 14. 3.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/17/2013

Issue: Amendment #1 Drug, Alcohol and Nicotine Testing Services PD 11-12.002

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Drug, Alcohol, and Nicotine Testing Services - Amy Lovoy, Management and Budget Services Department Director

That the Board approve Amendment #1 to the Drug, Alcohol, and Nicotine Testing Services, PD 11-12.002, to allow for actual pass through on the collection costs and after-hour fees with no additional administrative add-ons.

[Funding: Fund 001, General Fund, Cost Center 150101, Fund 501, Internal Service Fund, Cost Center 140838]

BACKGROUND:

The contractor requested a price increase due to increase in costs and gave the example of the cost of urine drug screen collections from Labcorp has gone from no cost to \$3.60 per collections. These will be pass through costs with no additional administrative add-ons.

BUDGETARY IMPACT:

Human Resources has discussed the increase with the Office of Purchasing and all parties are in agreement.

Funding: Fund 001, General Fund, Cost Center 150101, Fund 501, (Internal Service Fund), Cost Center 140838

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney, Kristin Hual, prepared the amendment.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, Florida 1999, Chapter 46, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will distribute the amendment.

Attachments

Amendment 1

**AMENDMENT #1 TO THE AGREEMENT FOR DRUG, ALCOHOL, AND
NICOTINE TESTING SERVICES PD 11-12.002**

THIS IS THE FIRST AMENDMENT TO THE AGREEMENT entered into on the 8th day of December, 2011, between Escambia County, Florida, a political subdivision of the State of Florida, with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as "County") and Drug Free Workplaces, Inc., a for profit corporation authorized to transact business in the State of Florida (hereinafter referred to as "Contractor"), whose federal Identification number is 59-3173782, and whose principal address is 27 West Romana Street, Pensacola, Florida 32502.

WITNESSETH:

WHEREAS, on December 8, 2011, the County entered into an agreement with Contractor for drug, alcohol, and nicotine testing services (PD 11-12.002); and

WHEREAS, the Parties have agreed to revise Exhibit B relating to fees for testing services to include a collection fee for testing services; and

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

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises and covenants hereinafter set forth, the County and Contractor agree to amend the Agreement dated December 8, 2011, as follows:

1. That the foregoing recitals are true and correct and incorporated herein by reference.
2. That Exhibit B to the agreement relating to drug, alcohol, and nicotine testing services, dated December 8, 2011, is amended to read as follows:

DESCRIPTION	PRICE
Testing – includes collection , initial test, confirmation, medical review and reporting	\$25.00 per test (alcohol)
	\$25.00 per test (drug)
	\$25.00 per test (drug – FDLE requirements)
	\$11.00 per test (nicotine, if performed in conjunction with drug testing)
	\$15.00 per test (nicotine, if performed individually)

Collection Fee – TBD based upon invoiced amount subject to the approval of the Human Resources Director

3. That the Parties hereby agree that all other provisions of the Agreement of December 8, 2011, that are not in conflict with the provisions of this First Amendment shall remain in full force and effect.

4. That the effective date of this First Amendment shall be on January 17, 2013.

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

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County through its Board of County Commissioners, signing by and through its Chairman, authorized to execute same by Board action on the 17th day of January, 2013, and Drug Free Workplaces, Inc., by and through its President.

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

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Gene M. Valentino, Chairman

Date: _____

By: _____
Deputy Clerk
(SEAL)

BCC Approved: _____

This document approved as to form
and legal sufficiency.

By: [Signature]

Title: ACT

Date: 1/4/13

**CONTRACTOR:
DRUG FREE WORKPLACES, INC.**

ATTEST:

By: _____
Dr. Carol J. Law, President

By: _____
Corporate Secretary
(SEAL)

Date: _____



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3736

County Administrator's Report 14. 4.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/17/2013

Issue: Grant Application for Section 5311 Program Grant

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Grant Application for the Section 5311 Program Grant - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the State of Florida Department of Transportation (FDOT) Grant Application for Section 5311 funding (Federal Transit Administration [FTA] non-urbanized area funding) to be used by the Community Transportation Coordinator (CTC) and Escambia County Area Transit (ECAT) in the non-urbanized areas of Escambia County, including operation of the fixed route to Century:

A. Adopt the Resolution authorizing Escambia County to apply for and accept certain Grant awards made by the Florida Department of Transportation and by the Federal Transit Administration Act of 1964; and

B. Authorize the Chairman to sign the Resolution and all supporting documents requiring an authorized signature.

BACKGROUND:

The Section 5311 Non-urbanized Area Formula Program provides Federal operating or capital assistance to eligible recipients who operate/contract public transportation service in non-urbanized areas. Eligible recipients may receive annual Section 5311 allocations to offset operational expenses of public transportation service operated/contracted in non-urbanized areas. Grant recipients must be either a CTC, or an otherwise eligible recipient who maintains a written coordination agreement with the CTC. Escambia County is the eligible local recipient of FDOT funding and has a written contract with the local CTC, Pensacola Bay Transportation. Additionally, grant recipients must have the requisite fiscal and managerial capability to carry out the project and the legal authority to receive Federal and State funds.

BUDGETARY IMPACT:

These funds will be included in the ECAT FY 13/14 budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

Documents have been reviewed and approved by legal.

PERSONNEL:

No additional personnel will be required by ECAT.

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Funds are accessed upon grant award, acceptance of award, and all approvals. ECAT personnel will continue to coordinate with FDOT staff to complete all implementation requirements. Upon the Board's approval, the Clerk's office will need to certify two copies of the Resolution for ECAT. Transportation and Traffic Operations staff will forward the signed original documents to ECAT.

Attachments

Resolution

Grant App Documents

RESOLUTION NUMBER R 2013-___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA AUTHORIZING ESCAMBIA COUNTY TO APPLY FOR AND ACCEPT CERTAIN GRANT AWARDS MADE BY THE FLORIDA DEPARTMENT OF TRANSPORTATION AND BY THE FEDERAL TRANSIT ADMINISTRATION ACT OF 1964; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Escambia County has the authority to apply for and accept grants and make purchases and expend funds pursuant to grant awards made by the Florida Department of Transportation as authorized by Chapter 341, Florida Statutes and by the Federal Transit Administration Act of 1964, as amended; and

WHEREAS, Escambia County has the authority to sign and submit a 5311 Non-urbanized Area Formula Program grant application and supporting documents and assurances to the Florida Department of Transportation.

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

Section 1. The whereas clauses are true and incorporated by reference herein.

Section 2. That this resolution applies to Federal Programs under USC Section 5311.

Section 3. That the submission of a grant application, supporting documents, and assurances to the Florida Department of Transportation is approved.

Section 4. That the Chairman is hereby authorized to sign the application, accept a grant award, and expend grant funds pursuant to a grant award.

Section 5. That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

Adopted on this ___ day of January, 2013

Board of County Commissioners
Escambia County, Florida

Gene M. Valentino, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

This document approved as to form
and legal sufficiency.

By: Justin Aual

Title: ACF

Date: 1/3/13

**APPLIES TO APPLICANTS FOR OPERATING ASSISTANCE
(ONLY)**

CHECKLIST FOR APPLICATION COMPLETENESS

Name of Applicant: Escambia County

Check One: New Applicant _____ **Recurring Applicant** X

The following documents must be included in section 5311 Operating Assistance Applications in the order listed:

- X This checklist.
- X Applicant's cover letter (use FDOT provided cover letter).
- X Two (2) copies of the governing board's Resolution.
- X Forms B-1 and B-2 (Operating and Administrative Expense & Revenues; Grant Request.)
- X Application for Federal Assistance (Form 424, Code 20.509).
- X Exhibit A-1: Fact Sheet.
- X Exhibit E: Single Audit Act, and a copy of the latest completed audit, if applicable.
- _____ Exhibit E-1: Certification of Exemption from Single Audit Act, if applicable.
- X Exhibit F: Federal Certifications and Assurances.
- X Exhibit I: FTA Section 5333(b) Assurance.
- X Exhibit K: Applicant Certification of Transportation Disadvantaged Service Plan (TDSP).

Date Application submitted to Local Clearinghouse Agency/RPC: 12/31/2012

Additional documents required from New Applicants:

- _____ Exhibit A – Current System Description.
- _____ Exhibit B – Proposed Project Description.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

GRANT APPLICATION

ESCAMBIA COUNTY, FLORIDA submits this Application for the Section 5311 Program Grant and agrees to comply with all assurances and exhibits attached hereto and by this reference made a part thereof, as itemized in the Checklist for Application Completeness.

This Application is submitted on this _____ day of January, 2013 with two (2) original resolutions or certified copies of the original resolution authorizing Gene M. Valentino, Chairman to sign this Application.

Board of County Commissioners
Escambia County, Florida

Gene M. Valentino, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

This document approved as to form
and legal sufficiency

By *Justin D. ...*

Title *HCA*

Date *1/3/13*

APPLIES TO ALL APPLICANTS FOR OPERATING ASSISTANCE

**FORM B-1
TRANSPORTATION-RELATED OPERATING and ADMINISTRATIVE
EXPENSES**

Name of Applicant: _____ Escambia County _____

State Fiscal period requesting funding for, from 10/1/2013 to 9/30/2014

EXPENSE CATEGORY	TOTAL EXPENSE	FTA ELIGIBLE EXPENSE
Labor (501)	\$ 3,523,862	\$ 176,192
Fringe and Benefits (502)	\$ 1,601,892	\$ 80,095
Services (503)	\$ 771,022	\$ 38,551
Materials and Supplies (504)	\$ 1,929,728	\$ 96,486
Vehicle Maintenance (504.01)	\$ 0	\$ 0
Utilities (505)	\$ 116,792	\$ 5,840
Insurance (506)	\$ 414,970	\$ 20,749
Licenses and Taxes (507)	\$ 1,200	\$ 60
Purchased Transit Service (508)	\$ 1,372,417	\$ 85,000
Miscellaneous (509)	\$ 49,090	\$ 2,455
Leases and Rentals (512)	\$ 31,524	\$ 1,576
Depreciation (513)	\$ 0	
TOTAL	\$ 9,812,497	\$ 507,004 (a)

SECTION 5311 GRANT REQUEST

Total FTA Eligible Expenses (from Form B-1, above) \$ 507,004 (a)

Rural Passenger Fares (from Form B-2) \$ 28,000 (b)

Operating Deficit \$ 479,004 (c)
[FTA Eligible Expenses (a) minus Rural Passenger Fares (b)]

Section 5311 Request \$ 239,502 (d)
(No more than 50% of Operating Deficit)

Grant Total All Revenues (from Form B-2) \$ 239,502 *(e)

Note: If Grand Total Revenues (e) exceeds FTA Eligible Expenses (a), reduce the Section 5311 Request (d) by that amount.

APPLIES TO ALL APPLICANTS FOR OPERATING ASSISTANCE

FORM B-2
TRANSPORTATION-RELATED OPERATING and ADMINISTRATIVE
REVENUES

Name of Applicant: _____ Escambia County _____

State Fiscal period requesting funding for, from 10/1/2013 to 9/30/2014

OPERATING REVENUE CATEGORY	TOTAL REVENUE	REVENUE USED AS FTA MATCH
Passenger Fares for Transit Service (401)	Total= \$ 1,167,000	
Special Transit Fares (402)	Rural =\$ 28,000 (b)	
School Bus Service Revenues (403)	440,000	
Freight Tariffs (404)	0	
Charter Service Revenues (405)	0	
Auxiliary Transportation Revenues (406)	300,000	
Non-transportation Revenues (407)	5,000	
Total Operating Revenue	\$ 1,912,000	\$ 0
OTHER REVENUE CATEGORY		
Taxes Levied directly by the Transit System (408)		
Local Cash Grants and Reimbursements (409)	\$ 3,558,760	\$ 239,502
Local Special Fare Assistance (410)		
State Cash Grants and Reimbursements (411)	\$ 2,180,000	
State Special Fare Assistance (412)		
Federal Cash Grants and Reimbursements (413)	\$ 2,161,737	
Interest Income (414)		
Contributed Services (430)		
Contributed Cash (431)		
Subsidy from Other Sectors of Operations (440)		
Total of Other Revenue	\$ 7,900,497	\$ 239,502
GRAND TOTAL ALL REVENUE	\$ 9,812,497	\$ 239,502 (e)

Form 424

	Entry:	Item :	Entry:																
1.	Select Type of Submission.	11.	Enter a brief descriptive title of the project. If more than one program is involved, you should append an explanation on a separate sheet. If appropriate (e.g., construction or real property projects), attach a map showing project location. For preapplications, use a separate sheet to provide a summary description of this project.																
2.	Date application submitted to Federal agency (or State if applicable) and applicant's control number (if applicable).	12.	List only the largest political entities affected (e.g., State, counties, cities).																
3.	State use only (if applicable).	13	Enter the proposed start date and end date of the project.																
4.	Enter Date Received by Federal Agency Federal identifier number: If this application is a continuation or revision to an existing award, enter the present Federal Identifier number. If for a new project, leave blank.	14.	List the applicant's Congressional District and any District(s) affected by the program or project																
5.	Enter legal name of applicant, name of primary organizational unit (including division, if applicable), which will undertake the assistance activity, enter the organization's DUNS number (received from Dun and Bradstreet), enter the complete address of the applicant (including country), and name, telephone number, e-mail and fax of the person to contact on matters related to this application.	15	Amount requested or to be contributed during the first funding/budget period by each contributor. Value of in kind contributions should be included on appropriate lines as applicable. If the action will result in a dollar change to an existing award, indicate only the amount of the change. For decreases, enclose the amounts in parentheses. If both basic and supplemental amounts are included, show breakdown on an attached sheet. For multiple program funding, use totals and show breakdown using same categories as item 15.																
6.	Enter Employer Identification Number (EIN) as assigned by the Internal Revenue Service.	16.	Applicants should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the State intergovernmental review process.																
7.	<p>Select the appropriate letter in the space provided.</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 50%;">A. State</td> <td style="width: 50%;">I. State Controlled Institution of Higher Learning</td> </tr> <tr> <td>B. County</td> <td>J. Private University</td> </tr> <tr> <td>C. Municipal</td> <td>K. Indian Tribe</td> </tr> <tr> <td>D. Township</td> <td>L. Individual</td> </tr> <tr> <td>E. Interstate</td> <td>M. Profit Organization</td> </tr> <tr> <td>F. Intermunicipal</td> <td>N. Other (Specify)</td> </tr> <tr> <td>G. Special District</td> <td>O. Not for Profit Organization</td> </tr> <tr> <td>H. Independent School District</td> <td></td> </tr> </table>	A. State	I. State Controlled Institution of Higher Learning	B. County	J. Private University	C. Municipal	K. Indian Tribe	D. Township	L. Individual	E. Interstate	M. Profit Organization	F. Intermunicipal	N. Other (Specify)	G. Special District	O. Not for Profit Organization	H. Independent School District		17.	This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of debt include delinquent audit disallowances, loans and taxes.
A. State	I. State Controlled Institution of Higher Learning																		
B. County	J. Private University																		
C. Municipal	K. Indian Tribe																		
D. Township	L. Individual																		
E. Interstate	M. Profit Organization																		
F. Intermunicipal	N. Other (Specify)																		
G. Special District	O. Not for Profit Organization																		
H. Independent School District																			
8.	<p>Select the type from the following list:</p> <ul style="list-style-type: none"> • "New" means a new assistance award. • "Continuation" means an extension for an additional funding/budget period for a project with a projected completion date. • "Revision" means any change in the Federal Government's financial obligation or contingent liability from an existing obligation. If a revision enter the appropriate letter: A. Increase Award B. Decrease Award <p>C. Increase Duration D. Decrease Duration</p>	18	To be signed by the authorized representative of the applicant. A copy of the governing body's authorization for you to sign this application as official representative must be on file in the applicant's office. (Certain Federal agencies may require that this authorization be submitted as part of the application.)																
9.	Name of Federal agency from which assistance is being requested with this application.																		
10.	Use the Catalog of Federal Domestic Assistance number and title of the program under which assistance is requested.																		

1. TYPE OF SUBMISSION:		
Application – place an x in the box <input type="checkbox"/> construction <input checked="" type="checkbox"/> non-construction		Pre-application – place an x in the box <input type="checkbox"/> construction <input type="checkbox"/> non-construction
2. DATE SUBMITTED 12/31/12		Applicant Identifier
3. DATE RECEIVED BY STATE		State Application Identifier
4. DATE RECEIVED BY FEDERAL AGENCY		Federal Identifier
5. APPLICANT INFORMATION		
Legal Name: Escambia County Area Transit (ECAT)		Organizational Unit: Department:
Organizational DUNS:		Division:
Address: 1515 West Fairfield Drive		Name and telephone number of person to be contacted on matters involving this application (give area code)
Street:		Prefix: Mr. First Name: Kim
City: Pensacola		Middle Name:
County: Escambia		Last Name: Hansen
State: Florida	Zip Code 32501	Suffix:
Country: United States		Email: khansen@co.escambia.fl.us
6. EMPLOYER IDENTIFICATION NUMBER (EIN): (Replace these boxes with numerals) 59-6000598		Phone Number (give area code): 850-595-3228 Ext. 217
		Fax Number (give area code) 850-595-3222
8. TYPE OF APPLICATION: <input type="checkbox"/> New <input checked="" type="checkbox"/> Continuation <input type="checkbox"/> Revision If Revision, enter appropriate letter(s) in box(es) <input type="checkbox"/> (See back of form for description of letters.) Other (specify)		7. TYPE OF APPLICANT: (See back of form for Application Types) County Other (specify)
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: (Replace these boxes with numerals) 20-509		9. NAME OF FEDERAL AGENCY: Federal Transit Administration
TITLE (Name of Program): Non Urbanized Formula Program		
12. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.): Escambia County, Florida		11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: 5311 funds to be used by ECAT and the CTS to provide enhanced transportation services to citizens throughout non-urbanized area
13. PROPOSED PROJECT		14. CONGRESSIONAL DISTRICTS OF:
Start Date: 10/1/2013 – 9/30/2014	Ending Date:	a. Applicant 1 b. Project 1
15. ESTIMATED FUNDING:		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?
a. Federal	\$ 239,502	a. Yes. <input checked="" type="checkbox"/> THIS PREAPPLICATION /APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON:
b. Applicant	\$	DATE:
c. State	\$	b. No. <input type="checkbox"/> PROGRAM IS NOT COVERED BY E. O. 12372.
d. Local	\$ 239,502	<input type="checkbox"/> PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW
e. Other	\$	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?
f. Program Income	\$ 28,000	<input type="checkbox"/> Yes. If "Yes" attach an explanation. <input checked="" type="checkbox"/> No
g. TOTAL	\$ 507,004	
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.		
a. Authorized Representative		
Prefix:	First Name: Gene	Middle Name: M.
Last Name: Valentino		Suffix:
b. Title: Board of County Commissioners - Chairman		c. Telephone Number (give area code) (850) 595-4920
d. Signature of Authorized Representative:		e. Date Signed:

Previous Edition Usable. Authorized for Local Reproduction.
OMB Circular A-102 ATTEST: Pam Childers
Clerk of the Circuit Court

Standard Form 424 (Rev. 4-2003) Prescribed by
This document approved as to form and legal sufficiency

By: _____
Deputy Clerk

By: Kristina Skunk
Title: ACF
Date: 1/3/13

All Applicants

EXHIBIT A-1 FACT SHEET

	CURRENTLY	IF GRANT IS AWARDED *
1. Number of one-way passenger trips. PER YEAR	11,500	13,000
2. Number of individuals served unduplicated (first ride per rider per fiscal year). PER YEAR	1,150	1,300
3. Number of vehicles used for this service. ACTUAL	2	3
4. Number of ambulatory seats. AVERAGE PER VEHICLE (Total ambulatory seats divided by total number of fleet vehicles)	16	25
5. Number of wheelchair positions. AVERAGE PER VEHICLE (Total wheelchair positions divided by total number of fleet vehicles)	6	12
6. Vehicle Miles traveled. PER YEAR	70,000	95,000
7. Average vehicle miles PER DAY	280	380
8. Normal vehicle hours in operation. PER DAY	10	15
9. Normal number of days in operation. PER WEEK	5	5
10. Trip length (roundtrip). AVERAGE	40.2	40.2

- Estimates are acceptable.

Exhibit E
Attachment 1

Certification of Exemption from Single Audit Act

IT IS HEREBY CERTIFIED THAT the applicant:

1. Will not receive \$500,000 or more for the current Fiscal Year from all federal sources combined, and is, therefore, exempt from the Single Audit Act as described in OMB A-133; and
2. In the event the applicant does receive \$500,000 or more in total from all federal sources during the current fiscal year, the applicant will comply with the Single Audit Act and submit to the District Office a copy of its most recent audit conducted in compliance with the Act.

Board of County Commissioners
Escambia County, Florida

Gene M. Valentino, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

This document approved as to form
and legal sufficiency.

By: 

Title: ACCT

Date: 1/3/13

APPENDIX A

**FEDERAL FISCAL YEAR 2012 CERTIFICATIONS AND ASSURANCES FOR
FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS**
(Signature page alternative to providing Certifications and Assurances in TEAM-Web)

Name of Applicant: Escambia County, Florida

The Applicant agrees to comply with applicable provisions of Groups 01 – 24. XX
OR

The Applicant agrees to comply with applicable provisions of the Groups it has selected:

<u>Group</u>	<u>Description</u>	
01.	Assurances Required For Each Applicant.	_____
02.	Lobbying.	_____
03.	Procurement Compliance.	_____
04.	Protections for Private Providers of Public Transportation.	_____
05.	Public Hearing.	_____
06.	Acquisition of Rolling Stock for Use in Revenue Service.	_____
07.	Acquisition of Capital Assets by Lease.	_____
08.	Bus Testing.	_____
09.	Charter Service Agreement.	_____
10.	School Transportation Agreement.	_____
11.	Demand Responsive Service.	_____
12.	Alcohol Misuse and Prohibited Drug Use.	_____
13.	Interest and Other Financing Costs.	_____
14.	Intelligent Transportation Systems.	_____
15.	Urbanized Area Formula Program.	_____
16.	Clean Fuels Grant Program.	_____
17.	Elderly Individuals and Individuals with Disabilities Formula Program and Pilot Program.	_____
18.	Nonurbanized Area Formula Program for States.	_____
19.	Job Access and Reverse Commute (JARC) Program.	_____
20.	New Freedom Program.	_____
21.	Paul S. Sarbanes Transit in Parks Program.	_____
22.	Tribal Transit Program.	_____
23.	TIFIA Projects	_____
24.	Deposits of Federal Financial Funding to a State Infrastructure Banks.	_____

APPENDIX A

FEDERAL FISCAL YEAR 2012 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE
(Required of all Applicants for FTA funding and all FTA Grantees with an active capital or formula project)

AFFIRMATION OF APPLICANT

Name of Applicant: Escambia County, Florida

Name and Relationship of Authorized Representative: Gene M. Valentino, Chairman

BY SIGNING BELOW, on behalf of the Applicant, I declare that the Applicant has duly authorized me to make these certifications and assurances and bind the Applicant's compliance. Thus, the Applicant agrees to comply with all Federal statutes and regulations, and follow applicable Federal directives, and comply with the certifications and assurances as indicated on the foregoing page applicable to each application it makes to the Federal Transit Administration (FTA) in Federal Fiscal Year 2012.

FTA intends that the certifications and assurances the Applicant selects on the other side of this document, as representative of the certifications and assurances, should apply, as provided, to each project for which the Applicant seeks now, or may later seek FTA funding during Federal Fiscal Year 2012.

The Applicant affirms the truthfulness and accuracy of the certifications and assurances it has made in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31 apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. 1001 apply to any certification, assurance, or submission made in connection with a Federal public transportation program authorized in 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing certifications and assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature _____

Date: _____

Name Gene M. Valentino, Chairman
Authorized Representative of Applicant

ATTEST: Pam Childers
Clerk of the Circuit Court
By: _____
Deputy Clerk

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): Escambia County, Florida

As the undersigned Attorney for the above named Applicant, I hereby affirm to the Applicant that it has authority under State, local, or tribal government law, as applicable, to make and comply with the certifications and assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the certifications and assurances have been legally made and constitute legal and binding obligations on the Applicant.

I further affirm to the Applicant that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these certifications and assurances, or of the performance of the project.

Signature Kristin Hual

Date: 1/3/13

Name Kristin Hual
Attorney for Applicant

Each Applicant for FTA funding and each FTA Grantee with an active capital or formula project must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its signature in lieu of the Attorney's signature, provided the Applicant has on file this Affirmation, signed by the attorney and dated this Federal fiscal year.

APPLIES TO ALL APPLICANTS

EXHIBIT I

FTA Section 5333 (b) Assurance

(Note: By signing the following assurance, the recipient of Section 5311 and/or 5311(f) assistance assures it will comply with the labor protection provisions of 49 U.S.C. 5333(b) by one of the following actions: (1) signing the Special Warranty for the Non-urbanized Area Program; (2) agreeing to alternative comparable arrangements approved by the Department of Labor (DOL); or (3) obtaining a waiver from the DOL.)

Escambia County (hereinafter referred to as the "Recipient") HEREBY ASSURES that the "Special Section 5333 (b) Warranty for Application to the Small Urban and Rural Program" has been reviewed and certifies to the Florida Department of Transportation that it will comply with its provisions and all its provisions will be incorporated into any contract between the recipient and any sub-recipient which will expend funds received as a result of an application to the Florida Department of Transportation under the FTA Section 5311 Program.

**Board of County Commissioners
Escambia County, Florida**

ATTEST: Pam Childers
Clerk of the Circuit Court

Gene M. Valentino, Chairman

By: _____
Deputy Clerk

Date Executed: _____

Note: All applicants must complete the following form and submit it with the above Assurance.

**LISTING OF RECIPIENTS, OTHER ELIGIBLE SURFACE TRANSPORTATION PROVIDERS, AND LABOR ORGANIZATIONS REPRESENTING EMPLOYEES OF SUCH PROVIDERS, IF ANY
(See Appendix for Example)**

1 Identify Recipients of Transportation Assistance Under this Grant.	2 Site Project by Name, Description, and Provider (e.g. Recipient, other Agency, or Contractor)	3 Identify Other Eligible Surface Transportation Providers (Type of Service)	4 Identify Unions (and Providers) Representing Employees of Providers in Columns 1, 2, and 3
Escambia County Paratransit Service to Non-Urbanized Areas	Pensacola Bay Transportation Co.	Escambia County Area Transit (ECAT) Contracts for Paratransit service	Amalgamated Transit Union Local 1395
Escambia County Fixed Route Service to Non-Urbanized Areas	Route 60 service to Century, Florida	Escambia County Area Transit (ECAT) provides fixed route service.	Amalgamated Transit Union Local 1395

This document approved as to form and legal sufficiency.

By: *[Signature]*

Title: AGM

Date: 1/3/13

EXHIBIT K
Ask your CTC for this information

**Coordinated Public Transit-Human Services Transportation
Plan**

To be completed and signed by an individual authorized by the governing board of the applicant agency and submitted with the grant application.

Escambia County, Florida certifies and assures to the Florida Department of Transportation in regard to its Application for Assistance under U.S.C. Section 5311 dated 12/31/12:

1) This grant request is derived from a coordinated plan compliant with Federal Transit Administration Circular FTA C 9040.1F.

2) The name of this coordinated plan is provided below.

Transportation Disadvantaged Service Plan (TDSP)

3) The agency that adopted this coordinated plan is provided below.

Transportation Disadvantaged Local Coordinating Board

4) The date the coordinated plan was adopted is provided below.

May 22, 2012

5) The page number of the coordinated plan that this application supports.

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
CERTIFICATION OF COMPLIANCE
for
SECTION 5311 SUBRECIPIENT
(Certifying compliance with 49 CFR Part 40, 655)
To
Florida Department of Transportation

Date: January 8, 2013

SECTION 5311 Subrecipient Information:

FDOT District Office Information:

AGENCY NAME: Escambia County Area Transit

Kathy Rudd
Name: FDOT, District 3, Public Transit Office

ADDRESS: 1515 W. Fairfield Dr, Pensacola, FL 32501

ADDRESS: P. O. Box 607, Chipley, FL 32428

PHONE: 850-595-3228 Ext. 214

PHONE: (850) 330-1549

I, Mary Lou Franzoni, General Manager
(Name) (Title)

hereby certify that Escambia County Area Transit and its applicable
(Name of Subrecipient)

contractor(s) (listing attached hereto) for Pensacola Bay Transportation,
(Name of Subrecipient)

has (have) established and implemented an anti-drug and alcohol misuse prevention programs in accordance with the provisions of 49 CFR Parts 40 and 655, as amended. I further certify that the employee training conducted under this part meets the requirements of 49 CFR Parts 40 and 655, as amended.


Signature

Attachment: (Applicable Contractor(s) - Name, Address, Phone#, Contact Person)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
CERTIFICATION OF COMPLIANCE
for
PUBLIC-SECTOR BUS TRANSIT SYSTEMS
(Certifying compliance with F.S. 341.061 & RULE 14-90 F.A.C.)
to
Florida Department of Transportation

This Certifies year 2012.

DATE: January 8, 2013

TRANSIT SYSTEM: Escambia County Area Transit _____

ADDRESS: _____ 1515 West Fairfield Drive, Pensacola, FL 32501 _____

In accordance with Florida Statute 341.061, the Bus Transit System named above and Private Contract Bus Transit System(s) (listed below), hereby certifies to the following:

1. The adoption of a System Safety Program Plan (SSPP) & Security Program Plan (SPP) pursuant to Florida Department of Transportation safety standards set forth in Rule Chapter 14-90, Florida Administrative Code.
2. Compliance with adopted safety standards in the SSPP & SPP.
3. Performance of annual safety inspections on all operational buses in accordance with Rule 14-90.009, FAC.

Signature: Mary Lou Franconi _____

Name: MARY LOU FRANCONI Title: GENERAL MANAGER
(Type or Print)

Name and address of entity (ies) which has (have) performed safety inspections:

Name/Company: _____ Escambia County Area Transit _____

Address: _____ 1515 West Fairfield Drive, Pensacola, FL 32501 _____

Attachment: (Applicable Contractor(s) - Name, Address, Phone#, Contact Person)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
CERTIFICATION OF COMPLIANCE
for
SECTION 5311 SUBRECIPIENT
(Certifying compliance with 49 CFR Part 40, 655)
To
Florida Department of Transportation

Date: 9 January 2013

SECTION 5311 Subrecipient Information:

FDOT District Office Information:

AGENCY NAME: Pensacola Bay Transportation, LLC Name: Kathy Rudd
Office Name: FDOT, District 3, Public Transit

ADDRESS: 3100 McCormick Street, Pensacola, FL 32514 ADDRESS: P. O. Box 607, Chipley, FL 32428

PHONE: (850)476-8130 PHONE: (850) 330-1549

I, Howard K. Vanselow, General Manager
(Name) (Title)

hereby certify that Pensacola Bay Transportation, LLC and its applicable
(Name of Subrecipient)

contractor(s) (listing attached hereto) for

Escambia County Area Transit
(Name of Subrecipient)

has (have) established and implemented an anti-drug and alcohol misuse prevention programs in accordance with the provisions of 49 CFR Parts 40 and 655, as amended. I further certify that the employee training conducted under this part meets the requirements of 49 CFR Parts 40 and 655, as amended.


Signature

Attachment: (Applicable Contractor(s) - Name, Address, Phone#, Contact Person)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
CERTIFICATION OF COMPLIANCE
for
PUBLIC-SECTOR BUS TRANSIT SYSTEMS
(Certifying compliance with F.S. 341.061 & RULE 14-90 F.A.C.)
to
Florida Department of Transportation

This Certifies year 2012.

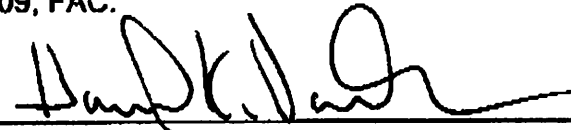
DATE: 9 Jan 13

TRANSIT SYSTEM: PENSACOLA BAY TRANSPORTATION, L.L.C.

ADDRESS: 3100 McCORMICK STREET, PENSACOLA, FLORIDA, 32514

In accordance with Florida Statute 341.061, the Bus Transit System named above and Private Contract Bus Transit System(s) (listed below), hereby certifies to the following:

1. The adoption of a System Safety Program Plan (SSPP) & Security Program Plan (SPP) pursuant to Florida Department of Transportation safety standards set forth in Rule Chapter 14-90, Florida Administrative Code.
2. Compliance with adopted safety standards in the SSPP & SPP.
3. Performance of annual safety inspections on all operational buses in accordance with Rule 14-90.009, FAC.

Signature: 

Name: HOWARD VANSELOW Title: GENERAL MANAGER
(Type or Print)

Name and address of entity (ies) which has (have) performed safety inspections:

Name/Company: PENSACOLA BAY TRANSPORTATION, L.L.C.

Address: 3100 McCORMICK STREET, PENSACOLA, FLORIDA, 32514

Attachment: (Applicable Contractor(s) - Name, Address, Phone#, Contact Person)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
CERTIFICATION OF COMPLIANCE
for
PUBLIC-SECTOR BUS TRANSIT SYSTEMS
(Certifying compliance with F.S. 341.061 & RULE14-90 F.A.C.)
to
Florida Department of Transportation

This Certifies year 2012.

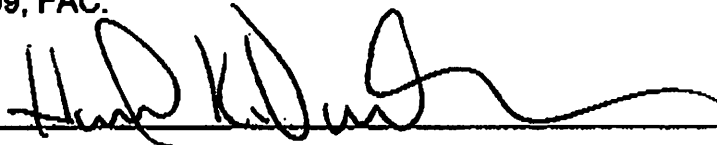
DATE: 9 January 2013

TRANSIT SYSTEM: Pensacola Bay Transportation

ADDRESS: 3100 McCormick Street, Pensacola, FL 32514

In accordance with Florida Statute 341.061, the Bus Transit System named above and Private Contract Bus Transit System(s) (listed below), hereby certifies to the following:

1. The adoption of a System Safety Program Plan (SSPP) & Security Program Plan (SPP) pursuant to Florida Department of Transportation safety standards set forth in Rule Chapter 14-90, Florida Administrative Code.
2. Compliance with adopted safety standards in the SSPP & SPP.
3. Performance of annual safety inspections on all operational buses in accordance with Rule 14-90.009, FAC.

Signature: 

Name: Howard K. Vanselow Title: General Manager
(Type or Print)

Name and address of entity (ies) which has (have) performed safety inspections:

Name/Company: Pensacola Bay Transportation, LLC

Address: 3100 McCormick Street, Pensacola, FL 32514

Attachment: (Applicable Contractor(s) - Name, Address, Phone#, Contact Person)



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3734

County Administrator's Report 14. 5.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/17/2013

Issue: Issue Task Order on Contract PD 02-03.79, "Professional Services" for CEI Services for CR297-A (Sandicrest to Kingsfield Road)

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Issuing a Task Order for "Professional Services" for Construction, Engineering, Inspection, and Project Management Services for County Road 297-A Widening and Drainage Improvements - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the County Administrator to execute a Task Order to Metric Engineering, Inc., in the amount of \$189,758.96, on Contract PD 02-03.79, "Professional Services" for Construction, Engineering, Inspection, and Project Management Services for County Road 297-A (Sandicrest Drive to Kingsfield Road) Widening and Drainage Improvements.

[Funding Source: Fund 352, "LOST III," Account 210107/56301, Project #08EN0105]

BACKGROUND:

Due to reduced staff levels in the areas of engineering, inspection and project management, this task order is necessary for the suitable completion of the County Road 297-A (Sandicrest Drive to Kingsfield Road) Widening and Drainage Improvements. Under this task order, the consultant will provide construction, engineering, inspection, and project management services.

BUDGETARY IMPACT:

Funds for this task order are available in Fund 352 "LOST III", Account 210107/56301, Project #08EN0105.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

Upon Board approval of this recommendation, a purchase requisition will be transmitted to the Office of Purchasing for processing.

Attachments

Scope and Fee Schedule

**SCOPE OF WORK
CONSTRUCTION, ENGINEERING, INSPECTION AND PROJECT
MANAGEMENT FOR THE
CR 297-A (Kingsfield to Sandicrest) Widening and Drainage Improvements Project**

SCOPE OF SERVICES SUMMARY

The Scope of Work for this project is to provide construction, engineering, inspection and project management services for the CR 297-A (Kingsfield to Sandicrest) Widening and Drainage Improvements Project. This document gives the Consultant the same responsibility and authority as Escambia County when administering this County construction project contract. The administration of the CR 297-A (Kingsfield to Sandicrest) Widening and Drainage Improvements Project will be conducted by the Consultant in full cooperation with the Escambia County. Escambia County will have the final word in regard to challenges of Consultant authority by the contractor or decisions made by the Consultant regarding the work. The ultimate goal of Escambia County and the Consultant should be to administer the contract in a highly professional manner, conducive to a cooperative relationship between the Consultant, Contractors, and Escambia County, and to complete the work on budget and on time with minimum inconvenience and maximum safety for the public.

The responsibilities of the Consultant on this project are, but not limited to:

- 1. Erosion Control and Preconstruction Conferences:** Prepare for and conduct the Erosion Control and Preconstruction Conferences. Address and resolve all issues that arise at the meetings with appropriate offices, agencies and divisions. Prepare and distribute detailed minutes of the meeting.
- 2. Attend Weekly Meetings:** Prepare the agenda, attend, and conduct a meeting every week with Escambia County personnel, Contractor, Sub-Contractors, Utility personnel and other agencies affected by the project. Be prepared to discuss recent progress, upcoming events, the schedule, and problems associated with the project. Record significant information revealed and discussed at the meeting. Distribute written minutes to the appropriate agencies.
- 3. Project Administration:** Provide project administration and coordinate with the assigned Project Coordinator. Prepare for, cooperate with, and assist auditors who may be assigned to review project records, payments, reports, etc. Provide ample inspectors and assistance to adequately oversee all work being done on the contract. Monitor contractor's hours worked and materials on the project and verify all pay requests for accuracy. Prior to starting work, submit to Project Coordinator a listing of personnel assigned to the project for review and approval. In addition, a list of persons with emergency phone numbers should always be supplied to the Project Coordinator and be available at any time in the case of an emergency on the project. The Consultant should also obtain from the Contractor a list of personnel that will be responsible for any occurrence that may arise on the project, for the life of the project.
- 4. Provide Construction Inspection:** Provide effective and qualified supervision of all inspection services being conducted by Prime Contractor and Sub-Contractors. All field technicians must be certified in the applicable FDOT certification workshops or have applicable training certifications/records listed below:

Asphalt Roadway Paving Inspector
Asphalt Plant Inspection
Class I Concrete Technician
Soils and Aggregate Technician
Earthwork Technician
Nuclear Gauge Trained and Proficient
SWPPP Training Certifications
Americans with Disabilities Act (ADA) Title II and Section 504 Training

Certification from another State Highway Department, nationally recognized institution, or other approved agency may be acceptable in lieu of the FDOT certification.

5. Conduct Field Surveys: Verify surveying services to obtain original, final, as well as, progress estimate quantities for payment of all earthwork pay items to the Contractor. Be prepared to justify quantities in case of discrepancies between the Contractors and Project Coordinator. Upon request, check construction layout when deemed necessary by the Project Coordinator.

6. Supplemental Agreements/Construction Changes: Notify the Project Coordinator of the necessity of any Supplemental Agreements/Construction Changes. Negotiate prices for additional pay items with the Contractor while adhering to the "Average Unit Price" listing when possible. Coordinate acceptance of prices with the Project Coordinator.

7. Shop Drawings: Preview and approve all shop drawings prior to the Contractor submitting them to the appropriate Vendor.

8. Quality Assurance, Testing for Acceptance, and Training: Copies of all certifications should be filed in the project records for review by Escambia County at any time. Any temporary waivers of certification or licensing will be reviewed by Escambia County for the final decision. Provide certification training to Consultant personnel for all necessary field-testing and inspection. Monitor the testing provided by the Contractor in the field as defined in the Contract, Plans or Specifications. Document Consultant testing on standard forms provided by Escambia County and distribute as required. Monitor documentation of testing by the Contractor. Field test verification by the Consultant includes, but is not limited to, all asphalt related testing to include asphalt plant inspection and all concrete related testing for acceptance by Escambia County, nuclear density testing of earthwork, base stone, asphalt, structural backfill and pipe backfill as defined in the Standard Specifications and Escambia County's sampling and testing schedule. The Consultant will also verify aggregate analysis and moisture testing for roadway embankment and base stone materials as defined in the Standard Specifications and Escambia County's sampling and testing schedule. (Note: All tests normally performed by Escambia County personnel will be performed by the Consultant.) Also Consultant's responsibilities include, the random checking of application rates, dimensions and bearings to assure conformance to the Plans and Specifications. In case of notification of defective concrete as defined in the Specifications, the Consultant will submit the initial information on forms supplied by Escambia County and will receive the final disposition of the material after review. Certifications of material submitted by the Contractor will be reviewed by the Consultant for conformity to the Project

Specifications. The certification documents submitted to Escambia County will also be reviewed for completeness and conformance to the Escambia County's standard form of submission. A Final Materials and Tests Certification will be submitted to Project Coordinator with the Final Records.

9. Progress Payments: The Consultant will document and assemble accurate quantities for Monthly Progress Payments to the Prime Contractor from actual project field records, as directed by Special Provisions in the contract, from Supplemental Agreements/Construction Changes. The quantities for payment will be referenced to field records prior to submission for payment. Test reports will be on file prior to payment. The Project Coordinator must approve any waiver of testing documents prior to payment. Pay quantities will be submitted to the Project Coordinator for review and payment. Payments for stockpiled material may be made as defined in the Standard Specifications and approved by the Project Coordinator. Copies of approved Sub Contractors should be on file prior to the first Progress Payment.

10. Revisions to the Contract Plans: Any revisions to the contract plans or cross sections will be submitted to the Project Coordinator for review and processing.

11. Distribution of Correspondence: Submit to the Project Coordinator a copy of all correspondence between the Consultant, Contractor, Sub Contractors, or others concerning matters related to the project. Maintain an electronic file of all correspondence for submission with the project Final Records.

12. Inspection of Work: Provide inspection services for conformance to Plans and Specifications for all roadway, structures, and specialty items that are being incorporated into the project. Observe, measure and record all quantities for payment. Record field measurements in project records for review by Escambia County or auditors. The records will be recorded on a standard form (field book) supplied or defined by Escambia County and/or on field inspection forms to be submitted to Escambia County. Check traffic control daily, and additionally as required or requested. Notify the contractor of deficiencies or problems immediately. Document weekly (or as often as required) project traffic control on forms supplied by Escambia County and distribute as required. Inspect daily erosion control items for conformance to the plans as well as effectiveness in the field. Notify the contractor of deficiencies. Prepare to justify any and all pay quantities in the case of questions from the contractor or Escambia County. Prepare an accurate daily diary, signed by the inspector, consisting of, but not limited to:

- A record of the contractors on the project
- Their personnel (number and classification)
- Equipment (number and type or size)
- Location and work performed by each Contractor or Subcontractor
- Orders given to the Contractor
- Events of note on the project
- Accidents on the project and any details surrounding the accident such as police report number, fatalities, causes, time, etc. Obtain a copy of the police report for the project records whenever possible.
- Weather, amount of precipitation, temperature at morning, noon, and evening, cloudy, clear, etc.

- Days charged, with explanation if not charged
- Equipment arriving or leaving the project, idle equipment
- Any other details that may be important later in the project life

13. Reports: There are numerous reports, documents, etc., that shall be generated in the process of Contract Administration. Submit a formatted (Escambia County standard format) of selected project records to Project Coordinator after project completion. Any questions regarding the requirements shall be forwarded to the Project Coordinator for clarification.

14. Final Records: Submit a final estimate (electronic format) for the project at this time. Coordinate Consultant hours after project completion with the Project Coordinator for approval.

15. Project Claims: Prepare documentation and assist in the defense of Escambia County, when requested, in preparation for Claims or possible Claims resulting in the execution of the contract.

16. Utility Relocations: Utility relocations will be a part of this contract. Relocations that are reimbursable will be inspected for quantities that will be reviewed and verified, comparing utility company records prior to payment by Escambia County.

17. Plan Review: Review submitted construction plans from the design engineers prior to construction for completion, comments, concerns and observations.

18. Citizen Interface: Consultant will act as primary point of contact for citizen comments, inquiries and complaints for this construction project. Consultant will maintain (2) Variable Message Board (VMB) from start of construction through completion of punch list. Consultant will also maintain (1) static message boards. One shall be for standard project documentation, permits, etc. Location shall be within the project location, to be determined by the Project Coordinator. The second static message board shall be for public information exclusively; containing updated project status information maintained with weekly updates by the Consultant, overall plan sheet and contact information for public information. Location shall be determined by the Project Coordinator.

Project managers preference:

Note:

The final CEI contract shall not exceed 6% of the estimated construction cost. The consultant should prepare the proposal estimated upon daily site inspections, but not full time onsite inspections. The contract will be "Not To Exceed" based upon hourly rates.

DETAILS OF COSTS AND FEES

METRIC ENGINEERING, INC.

CR 297-A (Sandicrest to Kingsfield) Widening and Drainage Improvements

<u>CLASSIFICATION</u>	<u>MANHOURS</u>	<u>CONTRACT HOURLY RATE</u>	<u>SALARY COST</u>
Senior Project Engineer	10.0	\$57.75	\$577.50
Project Administrator	16.0	\$38.70	\$619.20
Contract Support Specialist	32.0	\$23.50	\$752.00
Senior Roadway Inspector	1815.0	\$24.50	\$44,467.50
Inspector	165.0	\$20.00	\$3,300.00
Inspector Aide	990.0	\$12.50	\$12,375.00
Asphalt Plant Inspector	165.0	\$22.50	\$3,712.50
	3193.0		\$65,803.70
Straight Overtime (Metric)			\$444.68
Total Labor			\$66,248.38
Multiplier (286.10%)			\$189,536.62
Total			\$189,536.62
Premium Overtime (Metric)			\$222.34
Total Cost			\$189,758.96

*Calculated
checked
11/3/2013
[Signature]*

DETAILS OF COSTS AND FEES

METRIC ENGINEERING, INC.

CR 297-A (Sandicrest to Kingsfield) Widening and Drainage Improvements

Overtime

<u>CLASSIFICATION</u>	<u>MANHOURS</u>	<u>CONTRACT HOURLY RATE</u>	<u>SALARY COST</u>
Senior Inspector	181.5	\$24.50	\$4,446.75
Asphalt Plant Inspector	0.0	\$22.50	\$0.00
Total	181.5		\$4,446.75
Straight Overtime (10%)			\$444.68
Premium Overtime			\$222.34
Total Overtime Cost			\$667.02



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3712

County Administrator's Report 14. 6.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/17/2013

Issue: Speed Reductions - Multiple Roadways

From: Joy D. Blackmon, P.E.

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Speed Reductions - Multiple Roadways - Joy D. Blackmon, P.E.,
Public Works Department Director

That the Board take the following action concerning traffic restrictions - speed reductions:

A. Adopt the Resolution for the reduction in speed, from 30 miles per hour to 25 miles per hour, for the following roadway segments:

1. Remington Drive, from Blue Angel Parkway to Flintlock Drive;
2. Darrah Circle, from Remington Drive to end of roadway;
3. Flintlock Drive, from Brownfield Road to Brownfield Road;
4. Loveland Circle, from end of roadway to end of roadway;
5. Hanover Drive, from Loveland Circle to Brownfield Road;
6. Glenway Drive, from Hanover Drive to Brownfield Road;
7. Windchester Drive, from Blue Angel Parkway to end of roadway;
8. Burnhill Circle, from Windchester Drive to end of roadway;
9. Brownfield Road, from Flintlock Drive to end of roadway;
10. Orby Street, from Chemstrand Road to Ronda Street;
11. Lou Street, from Ronda Street to end of roadway;
12. Ronda Street, from Lou Street to Calvin Street;
13. Nowlin Street, from Orby Street to Daniel Street;
14. Daniel Street, from Orby Street to Ronda Street;
15. Rufus Street, from Orby Street to Ronda Street;
16. Calvin Street, from Ray Street to Orby Street; and
17. Ray Street, from Chemstrand Road to Calvin Street; and

B. Authorize the Chairman to sign the Resolution.

[Funds are budgeted in Fund 175, Transportation Trust Fund, Cost Center 211201, Object Code 53401, for Sign Installations]

BACKGROUND:

The Transportation & Traffic Operations Division received requests from citizens to lower the speed limit on these roads. After evaluating the condition of the roadways and the requests for lower speed limits, County staff supports the reductions based on the roadway geometrics.

The Board is authorized under Sections 316.006 (3)(a)(b), 316.008(1)(j) and 316.189(2)(a) of the Florida Statutes (2009) to establish regulations on County roadways and streets. Chapter 94, Article I, Section 94-1 of the Escambia County Code of Ordinances (Ordinance No. 2003-26), authorizes the County Engineer to place restrictions on the movement of traffic on County roadways and streets. This authorization requires the County Engineer to file quarterly, for Board ratification by Resolution, a list of all limitation orders established under this section.

BUDGETARY IMPACT:

Funds are budgeted in Fund 175, Transportation Trust Fund, Cost Center 211201, Object Code 53401 for Sign Installations.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, reviewed and approved the resolution as to form and legal sufficiency on December 13, 2012.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

The appropriate speed limit signs have been installed on all roadways. Upon adoption, a copy of the Resolution will be forwarded to the Sheriff's Department.

Attachments

Resolution

Maps

RESOLUTION NUMBER R2013-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ESTABLISHING THE SPEED LIMIT ON SEVENTEEN ROADS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Board of County Commissioners ("Board") is authorized under Sections 316.006(3)(a)(b); 316.008(1)(j), and 316.189(2)(a), Florida Statutes, to establish speed limit regulations after conducting an investigation; and

WHEREAS, the County Engineer, acting on behalf of the Board, is authorized under Chapter 94, Article I, Section 94-1, Escambia County Code of Ordinances (Ordinance No. 2003-26), to implement speed zones and speed limits as determined by traffic engineering studies on all County roads and highways; and

WHEREAS, the County Engineer is directed to file, quarterly, a list of all limitation orders (traffic restrictions/prohibitions) for Board ratification by resolution; and

WHEREAS, County received requests for a speed reduction from 30 miles per hour to 25 miles per hour for the following nineteen roads; and

WHEREAS, County staff has conducted a speed study on the following roads that is consistent with Florida Statute 316.189(2)(a) and concluded the requests for lower speed limits are reasonable and necessary based upon the layout and design of the roadways.

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

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

SECTION 2. That the speed study on the following roads requires a reduction in speed from 30 miles per hour to 25 miles per hour:

- Remington Drive from Blue Angel Parkway to Flintlock Drive
- Darrah Circle from Remington Drive to end of roadway
- Flintlock Drive from Brownfield Road to Brownfield Road
- Loveland Circle from end of roadway to end of roadway
- Hanover Drive from Loveland Circle to Brownfield Road
- Glenway Drive from Hanover Drive to Brownfield Road
- Windchester Drive from Blue Angel Parkway to end of roadway
- Burnhill Circle from Windchester Drive to end of roadway
- Brownfield Road from Flintlock Drive to end of roadway

Orby Street from Chemstrand Road to Ronda Street
Lou Street from Ronda Street to end of roadway
Ronda Street from Lou Street to Calvin Street
Nowlin Street from Orby Street to Daniel Street
Daniel Street from Orby Street to Ronda Street
Rufus Street from Orby Street to Ronda Street
Calvin Street from Ray Street to Orby Street
Ray Street from Chemstrand Road to Calvin Street

SECTION 3. That Transportation & Traffic Operations staff previously placed signs in conspicuous locations at each entrance to the above-described locations, which reflect the limitations established herein.

SECTION 4. That these new limitations shall take effect immediately upon adoption of this Resolution by the Board of County Commissioners.

ADOPTED this ____ day of _____ 2013.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Gene M. Valentino, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

This document approved as to form and legal sufficiency.

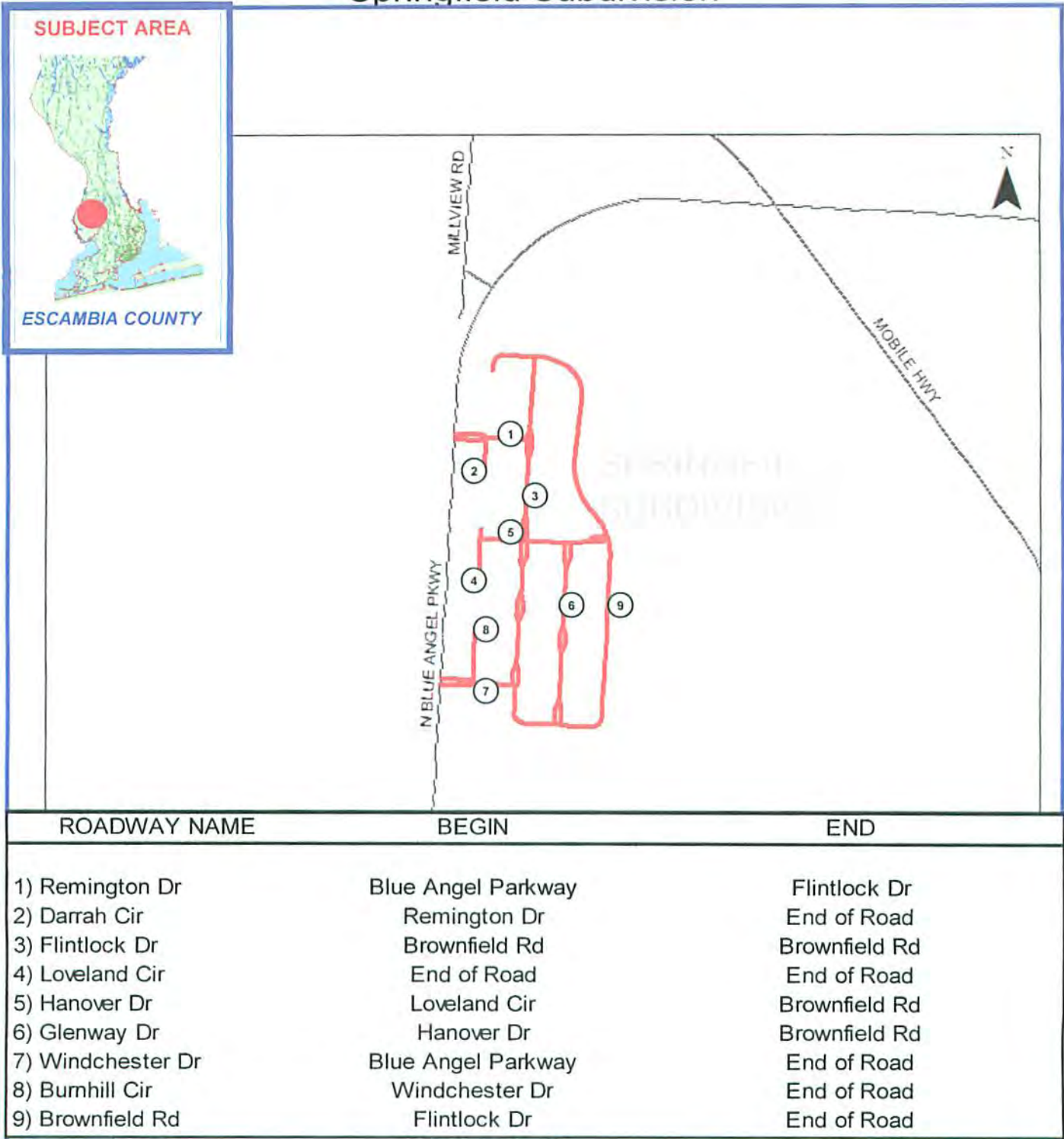
By: 

Title: 4 GA

Date: 12/13/12

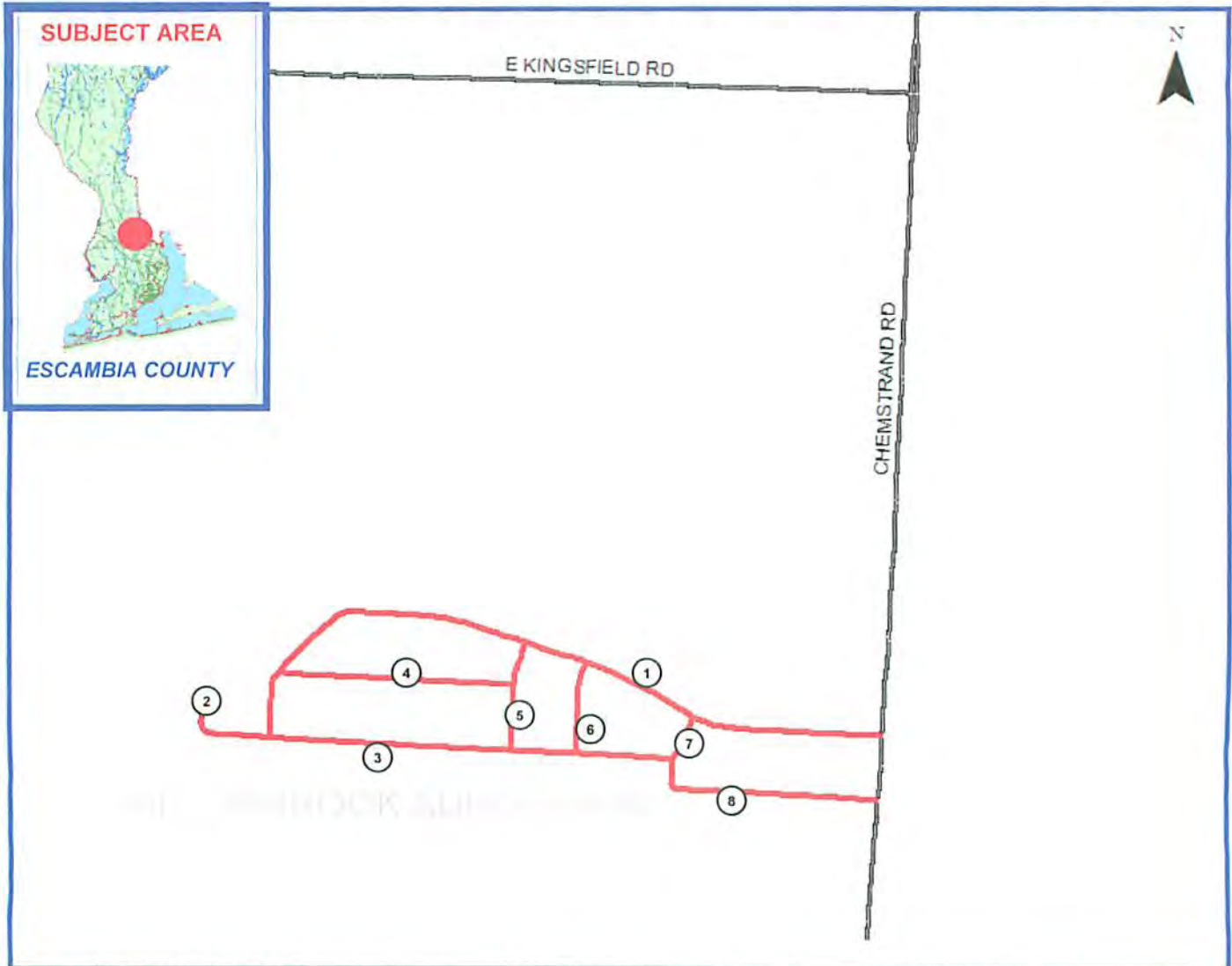
LOCATION MAP

SPEED LIMIT REDUCTION FROM 30 MPH TO 25MPH Springfield Subdivision



LOCATION MAP

WILLOWBROOK SUBDIVISION SPEED LIMIT REDUCTION FROM 30 MPH TO 25MPH



ROADWAY NAME	BEGIN	END
1) Orby St	Chemstrand Rd	Ronda St
2) Lou St	Ronda St	End of Road
3) Ronda St	Lou St	Calvin St
4) Nowlin St	Orby St	Daniel St
5) Daniel St	Orby St	Ronda St
6) Rufus St	Orby St	Ronda St
7) Calvin St	Ray St	Orby St
8) Ray St	Chemstrand Rd	Calvin St



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3689

County Administrator's Report 14. 7.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/17/2013

Issue: Local Agency Program Agreement for Construction of Paved Shoulders along Jacks Branch Road

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Local Agency Program Agreement for Construction of Paved Shoulders Along Jacks Branch Road - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning a Local Agency Program Agreement (LAP) with the State of Florida Department of Transportation for funding for construction of paved shoulders along Jacks Branch Road:

- A. Approve the State of Florida Department of Transportation, Local Agency Program Agreement, between the State of Florida Department of Transportation (FDOT) and Escambia County, for funding not to exceed \$3,700,000, for construction of paved shoulders along Jacks Branch Road (CR-97), from Muscogee Road (CR-184) to Barrineau Park Road (CR-196);
- B. Adopt a Resolution authorizing the execution of the LAP Agreement; and
- C. Authorize the Chairman to sign the LAP Agreement, the Resolution, and any subsequent related supplemental Agreements and/or documents for this project.

BACKGROUND:

The Florida Department of Transportation has notified Escambia County that Jacks Branch Road qualifies for funding through the Highway Safety Program. The justification was based on the crash rate for this portion of CR-97. FDOT has completed the design of needed improvements and the next step is construction of the improvements. The construction project will be administered by Escambia County. The FDOT will reimburse the county as costs are incurred. The submittals must include a resolution supporting the project adopted, in conjunction with the approval to submit.

BUDGETARY IMPACT:

A supplemental budget amendment will be prepared by the Office of Management and Budget to recognize the funding for the LAP Agreement.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, reviewed and approved the LAP Agreement as to form and legal sufficiency on December 13, 2012 and the Resolution on December 26, 2012.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Transportation & Traffic Operations staff will continue to coordinate this project with the Purchasing Department for procurement of a contractor; and with Dustin Castells, FDOT.

Attachments

LAP Agreement

Resolution

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

FPN: <u>429678-2-58-01</u>	Fund: <u>HSP</u>	FLAIR Approp: _____
Federal No: <u>0031-070-P</u>	Org Code: _____	FLAIR Obj: _____
FPN: <u>429678-2-68-01</u>	Fund: <u>HSP</u>	FLAIR Approp: _____
Federal No: <u>0031-070-P</u>	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
County No: <u>(48) Escambia</u>	Contract No: _____	Vendor No: <u>VF596000598154</u>

Data Universal Number System (DUNS) No: 80-939-7102
Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS AGREEMENT, made and entered into this _____ day of _____, _____ by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the Department, and the Escambia County B.O.C.C., hereinafter called the Agency.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into this Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under Section 339.12, Florida Statutes, to enter into this Agreement;

NOW THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is to provide for the Department's participation in the Construction of the CR 97 Jacks Branch Road Paved Shoulders Project and as further described in Exhibit "A" attached hereto and by this reference made a part hereof, hereinafter called the "project," and to provide Department financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

1.01 Attachments: Exhibit(s) A, B, C & 1 are attached and made a part hereof.

2.01 General Requirements: The Agency shall complete the project as described in Exhibit "A" with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual, which by this reference is made a part hereof as if fully set forth herein. Time is of the essence as to each and every obligation under this Agreement.

A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in charge of each project.

Inactivity and Removal of Any Unbilled Funds

Once the Department issues a Notice to Proceed (NTP) for the Project, the Agency shall be obligated to submit an invoice or other request for reimbursement to the Department for all work completed for the Project no less frequently than on a quarterly basis, beginning from the day the NTP is issued. If the Agency fails to submit quarterly (or more frequently than quarterly) invoices to the Department as required herein and in the event said failure to timely submit invoices to the Department results in FHWA removing any unbilled funding or in the loss of State appropriation authority (which may include the loss of state and Federal funds, if there are state funds programmed to the Project), then the Agency will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Agency waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of State

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appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Agency for future LAP projects.

Removal of All Funds

If all funds are removed from the project, including amounts previously billed to the Department and reimbursed to the Agency, and the project is off the state highway system, then the department will have to request repayment for the previously billed amounts from the Local Agency. No state funds can be used on off-system projects.

2.02 Expiration of Agreement: The Agency agrees to complete the project on or before December 31, 2013. If the Agency does not complete the project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

2.03 Pursuant to Federal, State, and Local Laws: In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.04 Agency Funds: The Agency shall initiate and prosecute to completion all proceedings necessary, including federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the project.

2.05 Submission of Proceedings, Contracts, and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the project as the Department and the Federal Highway Administration (FHWA) may require. The Agency shall use the Department's Local Agency Program Information Tool and applicable information systems as required.

3.00 Project Cost:

3.01 Total Cost: The total cost of the project is \$ 3,700,000. This amount is based upon the schedule of funding in Exhibit "B." The Agency agrees to bear all expenses in excess of the total cost of the project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 4.00.

3.02 Department Participation: The Department agrees to participate in the project cost to the extent provided in Exhibit "B." This amount includes federal-aid funds which are limited to the actual amount of federal-aid participation.

3.03 Limits on Department Funds: Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible project costs is subject to:

- a) Legislative approval of the Department's appropriation request in the work program year that the project is scheduled to be committed;
- b) Availability of funds as stated in paragraphs 3.04 and 3.05 of this Agreement;
- c) Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- d) Department approval of the project scope and budget at the time appropriation authority becomes available.

3.04 Appropriation of Funds: The Department's performance and obligation 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 fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

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3.05 Multi-Year Commitment: In the event this Agreement is in excess of \$25,000 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:

"(a) 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 for 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 and which have a term for a period of more than 1 year."

3.06 Notice-to-Proceed: No cost may be incurred under this Agreement until the Agency has received a written Notice-to-Proceed (NTP) from the Department. The Agency agrees to advertise or put the project out to bid thirty (30) days from the date the Department issues the NTP to advertise the project. If the Agency is not able to meet the scheduled advertisement, the District LAP Administrator should be notified as soon as possible.

3.07 Limits on Federal Participation: Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable Federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or project costs in part or in total.

For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.

4.00 Project Estimate and Disbursement Schedule: Prior to the execution of this Agreement, a project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the project, and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved schedule of funding for the project. The schedule of funding may be revised by mutual written agreement between the Department and the Agency. If revised, a copy of the revision should be forwarded to the Department's Comptroller and to the Department's Federal-aid Program Office. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.

5.00 Records:

5.01 Establishment and Maintenance of Accounting Records: Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for 5 years after the final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the project records, together with supporting documents and records of the Agency and all subcontractors performing work on the project and all other records of the Agency and subcontractors considered necessary by the Department for a proper audit of costs. If any litigation, claim or audit is started before the expiration of the 5-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

5.02 Costs Incurred for Project: The Agency shall charge to the project account all eligible costs of the project except costs agreed to be borne by the Agency or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

5.03 Documentation of Project Costs: All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

5.04 Audit Reports: Recipients of federal and state funds are to have audits done annually using the following criteria:

The administration of resources awarded by the Department to the Agency may be subject to audits and/or monitoring by the Department, as described in this section.

Monitoring: In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, Florida Statutes, as revised (see "Audits" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department staff to the Agency regarding such audit. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Department's Office of Inspector General (OIG), and the Chief Financial Officer (CFO) or Auditor General.

Audits

Part I - Federally Funded: Recipients of federal funds (i.e., state, local government or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

1. In the event that the recipient expends \$500,000 or more in federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit "1" of this Agreement indicates federal resources awarded through the Department by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1 the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).
4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

Part II - State Funded: Recipients of state funds (i.e., a non-state entity as defined by Section 215.97(2) (l), Florida Statutes) are to have audits done annually using the following criteria:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes, applicable rules of the Executive Office of the Governor and the CFO, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "1" to this Agreement indicates state financial assistance awarded through the Department by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other non-state entities. State financial assistance does not include federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.

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2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2) (d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the recipient elects to have audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

Part III - Other Audit Requirements: The recipient shall follow up and take corrective action on audit findings. Preparation of a Summary Schedule of Prior Year Audit Findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

Records related to unresolved audit findings, appeals or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the Department, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

Part IV - Report Submission:

1. Copies of financial reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this Agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:
 - a) The Department at each of the following address(es):

Dustin Castells
District 3 LAP Administrator
1074 Highway 90 • Post Office Box 607
Chipley, Florida 32428-0607
 - b) The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132
 - c) Other federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
2. In the event that a copy of the financial reporting package required by Part I of this Agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for reasons pursuant to Section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited Schedule of Expenditures of Federal Awards directly to each of the following:

Dustin Castells
District 3 LAP Administrator
1074 Highway 90 • Post Office Box 607

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In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the financial reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any Management Letters issued by the auditor, to the Department at each of the following addresses:

Dustin Castells
District 3 LAP Administrator
1074 Highway 90 • Post Office Box 607
Chipley, Florida 32428-0607

3. Copies of the financial reporting package required by Part II of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:

a) The Department at each of the following address(es):

Dustin Castells
District 3 LAP Administrator
1074 Highway 90 • Post Office Box 607
Chipley, Florida 32428-060

b) The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or the Management Letter required by Part III of this Agreement shall be submitted by or on behalf of the recipient directly to:

a) The Department at each of the following address(es):

Dustin Castells
District 3 LAP Administrator
1074 Highway 90 • Post Office Box 607
Chipley, Florida 32428-060

5. Any reports, Management Letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted in a timely manner in accordance with OMB Circular A-133, as revised, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133, as revised, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the financial reporting package was delivered to the recipient in correspondence accompanying the financial reporting package.

Part V - Record Retention: The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least 5 years from the date the audit report is issued and shall allow the Department or its designee, the state CFO or Auditor General access to such records upon request. The recipient shall ensure that the independent audit documentation is made available to the Department, or its designee, the state CFO or Auditor General upon request for a period of at least 5 years from the date the audit report is issued, unless extended in writing by the Department.

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5.05 Inspection: The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives and authorized agents of FHWA to inspect all work, workmanship, materials, payrolls, and records and to audit the books, records, and accounts pertaining to the financing and development of the project.

The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, sub-contractor or materials vendor 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 in conjunction with this Agreement (Section 287.058(1)(c), Florida Statutes).

5.06 Uniform Relocation Assistance and Real Property Statistical Report: For any project requiring additional right-of-way, the Agency must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

6.00 Requisitions and Payments: Requests for reimbursement for fees or other compensation for services or expenses incurred shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof (Section 287.058(1)(a), Florida Statutes).

All recipients of funds from this Agreement, including those contracted by the Agency, must submit bills for any travel expenses, when authorized by the terms of this Agreement, in accordance with Section 112.061, Florida Statutes, and Chapter 3-"Travel" of the Department's Disbursement Operations Manual, Topic 350-030-400 (Section 287.058(1)(b), Florida Statutes).

If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

7.00 Department Obligations: Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

7.01 Misrepresentation: The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof or in or with respect to any document of data furnished therewith or pursuant hereto;

7.02 Litigation: There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement or payments to the project;

7.03 Approval by Department: The Agency shall have taken any action pertaining to the project which, under this Agreement, requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;

7.04 Conflict of Interests: There has been any violation of the conflict of interest provisions contained here in paragraph 12.07.

7.05 Default: The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

7.06 Federal Participation: The Department may suspend or terminate payment for that portion of the project which the FHWA, or the Department acting in lieu of FHWA, may designate as ineligible for federal-aid.

7.07 Disallowed Costs: In determining the amount of the payment, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement or the date of authorization, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit "B" for

the project, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7.08 Final Invoices: The Agency must submit the final invoice on the project to the Department within 120 days after the completion of the project. Invoices submitted after the 120-day time period may not be paid.

8.00 Termination or Suspension of Project:

8.01 Termination or Suspension Generally: The Department may, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

(a) If the Department determines that the performance of the Agency is not satisfactory, the Department shall notify the Agency of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the Agency of the deficiency that requires correction. If the deficiency is not corrected within such time period, the Department may either (1) immediately terminate the Agreement as set forth in paragraph 8.(b) below, or (2) take whatever action is deemed appropriate by the Department to correct the deficiency. In the event the Department chooses to take action and not terminate the Agreement, the Agency shall, upon demand, promptly reimburse the Department for any and all costs and expenses incurred by the Department in correcting the deficiency.

(b) If the Department terminates the Agreement, the Department shall notify the Agency of such termination in writing, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

(c) If the Agreement is terminated before the project is completed, the Agency shall be paid only for the percentage of the project satisfactorily performed for which costs can be substantiated. Such payment, however, shall not exceed the equivalent percentage of the contract price. All work in progress will become the property of the Department and will be turned over promptly by the Agency.

8.02 Action Subsequent to Notice-of-Termination or Suspension: Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; (b) furnish a statement of the project activities and contracts and other undertakings the cost of which are otherwise includable as project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and estimate within a reasonable time. The closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

9.00 Contracts of Agency:

9.01 Third Party Agreements: Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.

9.02 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with the Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the consultant selection process for all projects. In all cases, the Agency's attorney shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

10.00 Disadvantaged Business Enterprise (DBE) Policy and Obligation: It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Agency and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement. Furthermore, the Agency agrees that:

(a) Each financial assistance agreement signed with a US-DOT operating administration (or a primary recipient) must include the following assurance:

"The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. Part 26. The recipient shall take all necessary and reasonable steps under 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 C.F.R. Part 26 and as approved by Department, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.)."

(b) Each contract signed with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

"The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate."

11.00 Compliance with Conditions and Laws: The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this project. Execution of this Agreement constitutes a certification that the Agency is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," in 49 C.F.R. Part 29, when applicable.

12.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

12.01 Equal Employment Opportunity: In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, 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 Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development of operation of the project, except contracts for the standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

12.02 Title VI – Civil Rights Act of 1964: The Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

The Agency shall include provisions in all contracts with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

12.03 Americans with Disabilities Act of 1990 (ADA): The Agency will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and assurance by the Agency pursuant thereto.

12.04 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

12.05 Discrimination: In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

12.06 Suspension, Revocation, Denial of Qualification or Determination of Contractor Non-Responsibility: An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

12.07 Prohibited Interests: Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the project or any property included or planned to be included in the project in which any member, officer or employee of the Agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement.

The Agency shall insert in all contracts entered into in connection with the project or any property included or planned to be included in any project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

12.08 Interest of Members of, or Delegates to, Congress: No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

13.00 Miscellaneous Provisions:

13.01 Environmental Regulations: The Agency will be solely responsible for compliance with all the applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits.

13.02 Department Not Obligated to Third Parties: The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

13.03 When Rights and Remedies Not Waived: In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

13.04 How Agreement Is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

13.05 Bonus or Commission: By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

13.06 State Law: Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

13.07 Plans and Specifications: In the event that this Agreement involves constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the project. The Department will review all plans and specifications and will issue to the Agency a written approval with any approved portions of the project and comments or recommendations covering any remainder of the project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency a written approval with said remainder of the project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department. The Agency will physically include Form FHWA-1273 in all its contracts and subcontracts.

13.08 Right-of-Way Certification: Upon completion of right-of-way activities on the project, the Agency must certify compliance with all applicable federal and state requirements. Certification is required prior to advertisement for or solicitation of bids for construction of the project, including those projects for which no right-of-way is required.

13.09 Agency Certification: The Agency will certify in writing, prior to project closeout that the project was completed in accordance with applicable plans and specifications, is in place on the Agency's facility, adequate title is in the Agency's name, and the project is accepted by the Agency as suitable for the intended purpose.

13.10 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

13.11 Execution of Agreement: This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall constitute one in the same instrument.

13.12 Restrictions on Lobbying:

Federal: The Agency agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

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If any funds other than federally-appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

State: No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

13.13 Maintenance: The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency will will not maintain the improvements made for their useful life.

13.14 Vendors Rights: Vendors (in this document identified as the Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has 30 working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days after receipt of the invoice and the receipt, inspection, and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3) (b), Florida Statutes, will be due and payable in addition to the invoice amount to the Agency. Interest penalties of less than one \$1 will not be enforced unless the Agency requests payment. Invoices which have to be returned to the Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at 850-413-5516.

13.15 Reimbursement of Federal Funds:

The Agency shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Agency and FHWA requires reimbursement of the funds, the Agency will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.

13.16 E- VERIFY

The Agency:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Agency during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

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IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

AGENCY Escambia County B.O.C.C.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____
Name: Gene M. Valentino
Title: Chairman

By: _____
Name: Jason D. Peters, P.E.
Title: Director of Transportation Development

Attest: _____ Deputy Clerk
Title: Pam Childers
Clerk of the Circuit Court

Attest: _____
Title:

Legal Review: _____
This document approved as to form
and legal sufficiency.

By: Kristina Kuehl

Title: _____

See attached Encumbrance Form for date of funding approval by Comptroller.

Date: 12/13/12

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 429678-2-58-01 & 429678-2-68-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and the Escambia County B.O.C.C.

PROJECT LOCATION:

The project ___ is X is not on the National Highway System.

The project ___ is X is not on the State Highway System.

PROJECT DESCRIPTION:

This project is for the construction of paved shoulders and widening of existing travel lanes on CR 97 (Jacks Branch Road) from CR 184 (Muscogee Road) to CR 196 (Barrineau Park Road) in Escambia County.

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in the Agreement shall include a Schedule of Project Assistance that will reflect the Department's contract number, the Financial Project Number (FPN), the Federal Authorization Number (FAN), where applicable, the amount of state funding action (receipt and disbursement of funds), any federal or local funding action, and the funding action from any other source with respect to the project.

All improvements shall be constructed within the existing right of way.

The Agency shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Construction to be completed by December 31, 2013.

If this schedule cannot be met, the Agency will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of federal funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

The Cultural Resource Assessment Survey (including coordination with the State Historic Preservation Officer) and all documentation necessary to support the environmental Class of Action Determination will be the responsibility of the Department.

The Department will reimburse the Agency for the eligible costs directly related to the Construction & Construction Engineering and Inspection (CEI) activities on this project not to exceed \$3,700,000.

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EXHIBIT "B"
SCHEDULE OF FUNDING

AGENCY NAME & BILLING ADDRESS Escambia County B.O.C.C. P.O. Box 1591 Pensacola, FL 32591	FPN: 429678-2-58-01 & 429678-2-68-01
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PROJECT DESCRIPTION

Name: CR 97 (Jacks Branch Road) paved shoulders in Escambia County Length: 6.257 miles
 Termini: From CR 184 (Muscogee Road) to CR 196

TYPE OF WORK By Fiscal Year	FUNDING		
	(1) TOTAL PROJECT FUNDS	(2) AGENCY FUNDS	(3) STATE & FEDERAL FUNDS
Planning FY: 2010-2011 FY: 2011-2012 FY: 2012-2013 Total Planning Cost	_____	_____	_____
Project Development & Environment (PD&E) FY: 2010-2011 FY: 2011-2012 FY: 2012-2013 Total PD&E Cost	_____	_____	_____
Design FY: 2011-2012 FY: 2012-2013 FY: 2013-2014 Total Design Cost	_____	_____	_____
Right-of-Way FY: 2011-2012 FY: 2012-2013 FY: 2013-2014 Total Right-of-Way Cost	_____	_____	_____
Construction FY: 2012-2013 FY: 2012-2013 FY: 2013-2014 FY: 2014-2015 Total Construction Cost	<u>\$3,330,000</u> _____ _____ <u>\$3,330,000</u>	<u>\$0</u> _____ _____ <u>\$0</u>	<u>\$3,330,000</u> _____ _____ <u>\$3,330,000</u>
CEI FY: 2012-2013 FY: 2012-2013 FY: 2013-2014 FY: 2014-2015 Total CEI Cost	<u>\$370,000</u> _____ _____ <u>\$370,000</u>	<u>\$0</u> _____ _____ <u>\$0</u>	<u>\$370,000</u> _____ _____ <u>\$370,000</u>
TOTAL COST OF THE PROJECT	<u>\$3,700,000</u>	<u>\$0</u>	<u>\$3,700,000</u>

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after the 1st of July of each fiscal year. The Department will notify the Agency, in writing, when funds are available.

EXHIBIT "C"

**RESTRICTION ON CONSULTANT'S ELIGIBILITY TO COMPETE FOR
DEPARTMENT ASSISTED CONTRACTS**

FPN: 429678-2-58-01 & 429678-2-68-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and the Escambia County B.O.C.C.

EXISTING CONSULTANT CONTRACTS:

Existing consultant or professional services contracts shall not be used in the development and delivery of this project, doing so will federalize the existing contract. All consultant and professional services contracts associated with this project shall be advertised and selected in accordance with the Consultants Competitive Negotiations Act (CCNA). Consult the District LAP Administrator for the appropriate federal language that must appear in each consultant contract.

CONSULTANT CEI CONTRACTS:

A consultant firm or its affiliate that was the engineer of record (EOR) on a project shall not be considered for construction engineering and inspection (CEI) services, as a prime, on the same project.

A consultant firm or its affiliate who was the EOR on a project may only be considered for CEI services as a sub consultant to the prime CEI firm with the approval of the Department prior to submittal of letters of response.

A consultant firm or its affiliate who was the sub to the EOR on a project may only be considered for CEI services, as prime, on the same project, with the approval of the Department prior to submittal of letters of response.

The Department's approval shall be based on the extent of the firm's involvement in the design of the project or CEI services, as the case may be, and the potential of hindrance of any objective decision making.

A consultant or its affiliate who performed geotechnical services for the EOR shall not be considered as a sub to the firm providing CEI services on the same project, in any capacity.

DESIGN-BUILD CONTRACTS:

The contractor or design professional cannot team, as a prime, with other firms to submit more than one bid per project. The secondary member (i.e., designer or contractor) of the design-build team cannot change, after award, without the written approval of the Department.

A professional firm shall not be considered for CEI services, either as a prime or a sub, for a Design-Build contract for which the same firm or its affiliate is the EOR or is sub to the EOR.

A consultant firm, its affiliate, or sub consultant that is under contract with the Local Agency to develop the RFP for a Design-Build contract cannot be part of a Design-Build Team proposing on that contract as a prime or a sub consultant. A consultant firm, its affiliate, or sub consultant that is under contract with the Local Agency to provide CEI services on the Design-Build contract cannot be part of a Design-Build Team proposing on that contract as a prime or sub consultant.

A consultant or its affiliate, who was the prime EOR on a Design-Bid-Build project, where the project is switched to Design-Build, may participate on a Design-Build contract with the approval of the Department. The Department shall consider level of design (% completed) by the EOR, the number of component design plans by different EOR's, etc.

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EXHIBIT "1"

SINGLE AUDIT ACT

Federal Resources Awarded to the Recipient Pursuant to This Agreement Consist of the Following:

Federal Agency: Federal Highway Administration

CFDA #: 20.205 Highway Planning and Construction

Amount: FPID 429678-2-58-01	\$3,330,000
FPID 429678-2-68-01	\$370,000

Compliance Requirement:

Allowable Activities: To be eligible, most projects must be located on public roads that are not functionally classified as local. The major exceptions are the Highway Bridge Replacement and Rehabilitation Program, which provides assistance for bridges on and off the federal-aid highways, highway safety activities, bicycle and pedestrian projects, transportation enhancement activities, the recreational trails program, and planning, research, development, and technology transfer. Proposed projects meeting these and other planning, design, environmental, safety, etc., requirements can be approved on the basis of state and local priorities within the limit of the funds apportioned or allocated to each state.

Allowable Costs: Eligible activities and allowable costs will be determined in accordance with Title 23 and Title 49 C.F.R. and the OMB cost principles applicable to the recipient/sub-recipient.

Eligibility: By law, the federal-aid highway program is a federally assisted state program that requires each state to have a suitably equipped and organized transportation department. Therefore, most projects are administered by or through State Departments of Transportation (State DOTs). Projects to be funded under the federal-aid highway program are generally selected by state DOTs or Metropolitan Planning Organizations (MPOs), in cooperation with appropriate local officials, as specified in 23 U.S.C. and implementing regulations. Territorial highway projects are funded in the same manner as other federal-aid highway projects, with the territorial transportation agency functioning in a manner similar to a state DOT. Most Florida Land Highway Program (FLHP) projects are administered by the Federal Highway Administration (FHWA) Office of Federal Lands Highway and its Divisions or by the various Florida Land Management Agencies (FLMAs). Under the FLHP, projects in the Indian Reservation Road (IRR) Program are selected by Tribal Governments and are approved by the Bureau of Indian Affairs (BIA) and the FHWA. Due to recent legislation, Tribal Governments meeting certain requirements may now administer various IRR projects on behalf of the BIA and FHWA. The Fish and Wildlife Service (FWS) and the National Park Service (NPS) select projects in the Refuge Road and Park Roads and Parkways Programs, respectively. For the Forest Highway Program, the Forest Service, the States and the FHWA jointly select projects.

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to This Agreement Are As Follows: The recipient of Local Agency Program (LAP) funding must comply with the statutory requirements in Sections 112.061, 215.422, 339.12, and 339.135, Florida Statutes, and Title 23 and Title 49, C.F.R.

RESOLUTION NUMBER R2013-

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING A LOCAL AGENCY PROGRAM (LAP) AGREEMENT FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION TO CONSTRUCT PAVED SHOULDERS ALONG JACKS BRANCH ROAD (CR-97) FROM MUSCOGEE ROAD (CR-184) TO BARRINEAU PARK ROAD (CR-196); AUTHORIZING THE CHAIRMAN TO SIGN THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, paved shoulders are being constructed along Jacks Branch Road as part of the Highway Safety Program; and

WHEREAS, Escambia County, Florida (hereinafter referred to as "County"), has met the eligibility requirements by the Department; and

WHEREAS, the Department has agreed to fund, by way of a Local Agency Program Agreement (LAP), the total cost of constructing paved shoulders along Jacks Branch Road (CR-97) from Muscogee Road (CR-184) to Barrineau Park Road (CR-196) in Escambia County (FPN 429678-2-58-01 & 429678-2-68-01) (hereinafter referred to as "the Project"); and

WHEREAS, the estimated total cost for the Project is \$3,700,000 (three million seven hundred thousand dollars) and is the maximum participation by the Department; and

WHEREAS, any expenses in excess of the total cost of the Project will be borne by the County.

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

SECTION 1. That the Board of County Commissioners finds the above recitals to be true and correct and incorporated herein by reference.

SECTION 2. That the Board hereby supports the proposed Project.

SECTION 3. That the Board hereby instructs its staff to coordinate and cooperate with the Department in developing, managing and inspecting the Project.

SECTION 4. That the Board hereby authorizes the Chairman to sign the Local Agency Program Agreement between the Department and the County.

SECTION 5. That this Resolution shall take effect upon adoption by the Board of County Commissioners.

ADOPTED this ____ day of _____ 2013.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Gene M. Valentino, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

This document approved as to form
and legal sufficiency.

By: _____

Title: _____

Date: _____



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3556

County Administrator's Report 14. 8.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/17/2013

Issue: Myrtle Grove Athletic Park Improvements - Public Parking and Right-of-Way Easement

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Myrtle Grove Athletic Park Improvements - Public Parking and Right-of-Way Easement - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Myrtle Grove Athletic Park Improvements Project - Public Parking and Right-of-Way Easement Agreement between Myrtle Grove Community Club, Inc., and the Escambia County Board of County Commissioners:

A. Authorize staff to negotiate and resolve any matters related to, or associated with, the acceptance of a Public Parking and Right-of-Way Easement between Myrtle Grove Community Club, Inc., and the Escambia County Board of County Commissioners for parking and access improvements, and to gather information and conduct inspections, as needed, to allow the Board's acceptance of the real property;

B. Authorize payment of documentary stamps because the easement is being acquired for public use, which is needed for parking and access for the park, and the County benefits from the acquisition of this easement because it will facilitate parking and access for the citizens of Escambia County to the Myrtle Grove Athletic Park;

C. Authorize the payment of incidental expenditures associated with the recording of documents; and

D. Authorize staff to prepare, and the Chairman or Vice Chairman to accept, the Public Parking and Right-of-Way Easement as of the day of the delivery of the Public Parking and Right-of-Way Easement to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

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

The existing parking areas and access aisles throughout the Myrtle Grove Athletic Park are in poor condition. Since approximately 60 percent of the facility is owned by Escambia County and the remainder is owned by the Myrtle Grove Community Club, Inc., an easement is needed to

facilitate the proposed improvements on the portion of the facility not owned by Escambia County.

BACKGROUND:

The existing parking areas and access aisles throughout the Myrtle Grove Athletic Park are in poor condition. Since approximately 60 percent of the facility is owned by Escambia County and the remainder is owned by the Myrtle Grove Community Club, Inc., an easement is needed to facilitate the proposed improvements on the portion of the facility not owned by Escambia County.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

The Public Parking and Right-of-Way Easement was approved as to form and legal sufficiency by Stephen West, Assistant County Attorney on December 20, 2012.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

Upon Board approval to accept the easement, staff will proceed in compliance with Section 46-139 of the Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon Board approval, staff will proceed with the acquisition, by donation, of this easement. BCC staff is implementing coordination with Myrtle Grove Community Club, Inc.

Attachments

Public Parking and Right-of-Way Easement

Myrtle Grove Athletic Park Aerial View

This document prepared by:
Stephen G. West, Senior Assistant County Attorney
221 Palafox Place, Suite 430
Pensacola, FL 32502
(850) 595-4970

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

PUBLIC PARKING AND RIGHT-OF-WAY EASEMENT

THIS DEDICATION OF PUBLIC PARKING AND RIGHT-OF-WAY EASEMENT is made this 18 day of December 2012, by and between Myrtle Grove Community Club, Inc., whose address is P.O. Box 3202, Pensacola, Florida 32516 (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 certain property located in Escambia County, Florida and more particularly described in the attached Exhibit A (the Property); and

WHEREAS, Grantor proposes to dedicate a public parking and right-of-way easement over and across the Property;

NOW, THEREFORE, Grantor hereby dedicates to Grantee for the benefit of the public an easement for the perpetual and unobstructed right of the public to access, ingress, and egress over and across the Property and for the purpose of constructing, paving, maintaining, replacing, inspecting, removing, and repairing a parking area, right-of-way and associated public facilities on the Property, together with all rights and privileges necessary and convenient for the purposes described above.

GRANTOR covenants that it is lawfully seized and possessed of the Property, that it has good and lawful right to convey the same, and that it is free from all encumbrances.

GRANTOR reserves for itself all reversionary interest in the Property in the event that the easement is ever vacated or otherwise discontinued by law. Additionally, this dedication is made expressly on the condition that the adjacent property, as described in that certain General Warranty Deed recorded in Official Record Book 4518 at page 967 of the public records of Escambia County, Florida, continues to be used for recreational purposes, consistent with its use since January 31, 2000, in accordance with the terms of that General Warranty Deed, and whenever the adjacent property ceases to be used for such purposes, this dedication shall become void and title to the

Property will revert to Grantor, or Grantor's successors or assigns.

IN WITNESS WHEREOF, Grantor has executed this document on the date first written above.

Signed, sealed and delivered in the presence of:

GRANTOR:
MYRTLE GROVE COMMUNITY CLUB, INC.

Witness Budli Bui
Print Name Brandi Bishop

By: [Signature]
Vince Childers, President

Witness Mildred R. Jordan
Print Name Mildred R. Jordan

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 18 day of December, 2012, by Vince Childers as the President of the Myrtle Grove Community Club, Inc. He is personally known to me, or has produced current _____ as identification.



[Signature]
Signature of Notary Public
MARY WEAVER
Printed Name of Notary Public

(Notary Seal)

ACCEPTANCE

This Dedication of Public Parking and Right-of-Way Easement is 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 held on _____.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Gene M. Valentino, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

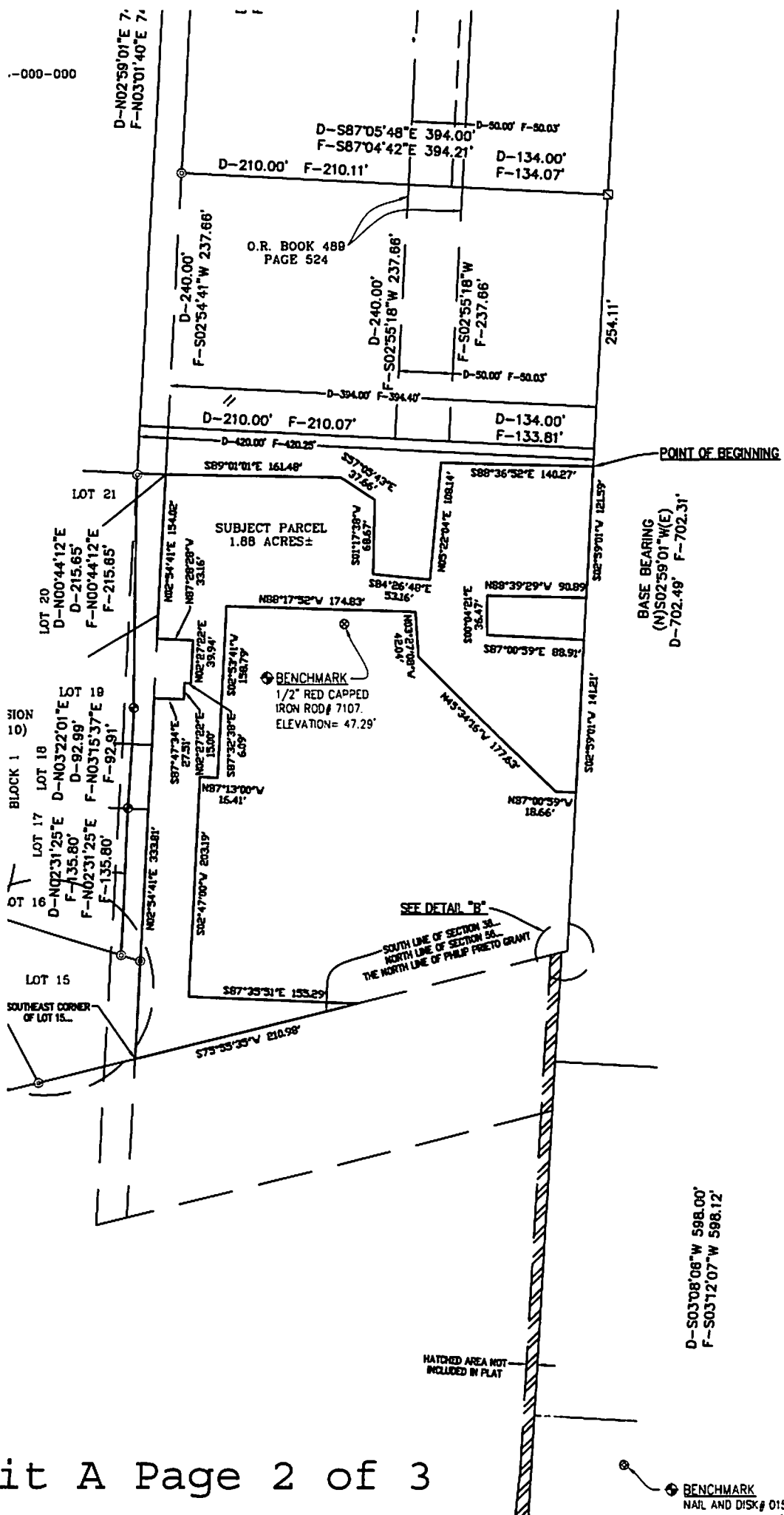
Deputy Clerk

This document approved as to form and legal sufficiency.

By [Signature]
Title Asst. County Attorney
Date Dec. 20, 2012

DESCRIPTION: (AS PREPARED BY UNDERSIGNED AT CLIENTS REQUEST)
PARKING EASEMENT
COMMENCE AT A RAILROAD SPIKE AT THE NORTHEAST CORNER OF
GOVERNMENT LOT 3, SECTION 36, TOWNSHIP 2 SOUTH, RANGE 30 WEST,
ESCAMBIA COUNTY, FLORIDA;
THENCE RUN SOUTH 02 DEGREES 59 MINUTES 01 SECONDS WEST ALONG
THE EAST LINE OF SAID LOT 3 A DISTANCE OF 1450.94 FEET TO A 4"x4"
CONCRETE MONUMENT;
THENCE CONTINUE SAME COURSE ALONG SAID EAST LINE A DISTANCE OF
254.11 TO THE POINT OF BEGINNING;
THENCE CONTINUE SAME COURSE ALONG SAID EAST LINE A DISTANCE OF
121.59 FEET;
THENCE DEPARTING SAID EAST LINE GO NORTH 88 DEGREES 39 MINUTES 29
SECONDS WEST A DISTANCE OF 90.89 FEET;
THENCE GO SOUTH 00 DEGREES 04 MINUTES 21 SECONDS EAST A DISTANCE
OF 36.47 FEET;
THENCE GO SOUTH 87 DEGREES 00 MINUTES 59 SECONDS EAST A DISTANCE
OF 88.91 FEET TO A POINT ON THE EAST LINE OF SAID LOT 3;
THENCE GO SOUTH 02 DEGREES 59 MINUTES 01 SECONDS WEST ALONG
SAID EAST LINE A DISTANCE OF 141.21 FEET;
THENCE DEPARTING SAID EAST LINE GO NORTH 87 DEGREES 00 MINUTES 59
SECONDS WEST A DISTANCE OF 18.66 FEET;
THENCE GO NORTH 45 DEGREES 34 MINUTES 16 SECONDS WEST A
DISTANCE OF 177.63 FEET;
THENCE GO NORTH 03 DEGREES 27 MINUTES 08 SECONDS WEST A
DISTANCE OF 42.04 FEET;
THENCE GO NORTH 88 DEGREES 17 MINUTES 52 SECONDS WEST A
DISTANCE OF 174.83 FEET;
THENCE GO SOUTH 02 DEGREES 53 MINUTES 41 SECONDS WEST A
DISTANCE OF 158.79 FEET;
THENCE GO NORTH 87 DEGREES 13 MINUTES 00 SECONDS WEST A
DISTANCE OF 16.41 FEET;
THENCE GO SOUTH 02 DEGREES 47 MINUTES 00 SECONDS WEST A
DISTANCE OF 203.19 FEET;
THENCE GO SOUTH 87 DEGREES 35 MINUTES 51 SECONDS EAST A DISTANCE
OF 155.29 FEET TO A POINT ON THE NORTH LINE OF SECTION 56,
TOWNSHIP 2 SOUTH, RANGE 30 WEST (PHILIP PRIETO GRANT);
THENCE GO SOUTH 75 DEGREES 55 MINUTES 35 SECONDS WEST ALONG
SAID NORTH LINE A DISTANCE OF 210.98 FEET TO THE SOUTHEAST CORNER
OF LOT 15, BLOCK 1 OF MYRTLE HILLS SUBDIVISION, AS RECORDED IN PLAT
BOOK 4, PAGE 10 OF THE PUBLIC RECORDS OF SAID COUNTY;
THENCE DEPARTING SAID NORTH LINE GO NORTH 02 DEGREES 54 MINUTES
41 SECONDS EAST ALONG THE EAST LINE OF SAID BLOCK 1 A DISTANCE OF
333.81 FEET;
THENCE DEPARTING SAID EAST LINE GO SOUTH 87 DEGREES 47 MINUTES 34
SECONDS EAST A DISTANCE OF 27.51 FEET;
THENCE GO NORTH 02 DEGREES 27 MINUTES 22 SECONDS EAST A DISTANCE
OF 15.00 FEET;
THENCE GO SOUTH 87 DEGREES 32 MINUTES 38 SECONDS EAST A DISTANCE
OF 6.09 FEET;
THENCE GO NORTH 02 DEGREES 27 MINUTES 22 SECONDS EAST A DISTANCE
OF 39.94 FEET
THENCE GO NORTH 87 DEGREES 28 MINUTES 28 SECONDS WEST A
DISTANCE OF 33.16 FEET FEET TO A POINT ON THE EAST LINE OF SAID
BLOCK 1;
THENCE GO NORTH 02 DEGREES 54 MINUTES 41 SECONDS EAST A DISTANCE
OF 154.02 FEET;
THENCE DEPARTING SAID EAST LINE GO SOUTH 89 DEGREES 01 MINUTES 01
SECONDS EAST A DISTANCE OF 161.48 FEET;
THENCE GO SOUTH 57 DEGREES 05 MINUTES 43 SECONDS EAST A DISTANCE
OF 37.66 FEET;
THENCE GO SOUTH 01 DEGREES 17 MINUTES 38 SECONDS WEST A
DISTANCE OF 68.67 FEET;
THENCE GO SOUTH 84 DEGREES 26 MINUTES 48 SECONDS EAST A DISTANCE
OF 53.16 FEET;
THENCE GO NORTH 05 DEGREES 22 MINUTES 02 SECONDS EAST A DISTANCE
OF 108.14 FEET;
THENCE GO SOUTH 88 DEGREES 36 MINUTES 52 SECONDS EAST A DISTANCE
OF 140.27 FEET TO THE POINT OF BEGINNING.
ALL LYING AND BEING IN SECTIONS 56, TOWNSHIP 2 SOUTH, RANGE 30
WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINING 1.88 ACRES, MORE OR
LESS.

--000-000



D-N02°59'01\"/>
F-N03°01'40\"/>
E 7'
E 7'

D-S87°05'48\"/>
F-S87°04'42\"/>
E 394.00'
E 394.21'
D-50.00' F-50.05'
D-134.00'
F-134.07'

D-240.00'
F-S02°54'41\"/>
W 237.66'
O.R. BOOK 489
PAGE 524
D-240.00'
F-S02°55'18\"/>
W 237.66'
F-502°55'18\"/>
W
F-237.66'
D-50.00' F-50.05'

D-210.00' F-210.07'
D-420.00' F-420.25'
D-134.00' F-133.81'

POINT OF BEGINNING

LOT 20
D-N00°44'12\"/>
E
D-215.65'
F-N00°44'12\"/>
E
F-215.65'

LOT 18
D-N03°22'01\"/>
E
D-92.99'
F-N03°15'37\"/>
E
F-92.91'

LOT 17
D-N02°31'25\"/>
E
D-135.80'
F-N02°31'25\"/>
E
F-135.80'

LOT 16
D-N02°31'25\"/>
E
D-135.80'
F-N02°31'25\"/>
E
F-135.80'

LOT 15
SOUTHEAST CORNER
OF LOT 15.

SUBJECT PARCEL
1.88 ACRES ±
BENCHMARK
1/2\"/>
RED CAPPED
IRON ROD # 7107.
ELEVATION = 47.29'

BASE BEARING
(N)S02°59'01\"/>
W(E)
D-702.49' F-702.31'

SEE DETAIL "B"
SOUTH LINE OF SECTION 56
NORTH LINE OF SECTION 56
THE NORTH LINE OF PHILIP PRIETO GRANT

D-S03°08'06\"/>
W 598.00'
F-S03°12'07\"/>
W 598.12'

HATCHED AREA NOT
INCLUDED IN PLAT

BENCHMARK
NAIL AND DISK # 0155 1

1. The map shows the location of the proposed project in relation to the surrounding area. The project is located on the east side of the main road, between the intersection of the main road and the side road. The map also shows the location of the existing buildings and the proposed new buildings. The map is drawn to a scale of 1 inch = 100 feet.

2. The map shows the location of the proposed project in relation to the surrounding area. The project is located on the east side of the main road, between the intersection of the main road and the side road. The map also shows the location of the existing buildings and the proposed new buildings. The map is drawn to a scale of 1 inch = 100 feet.

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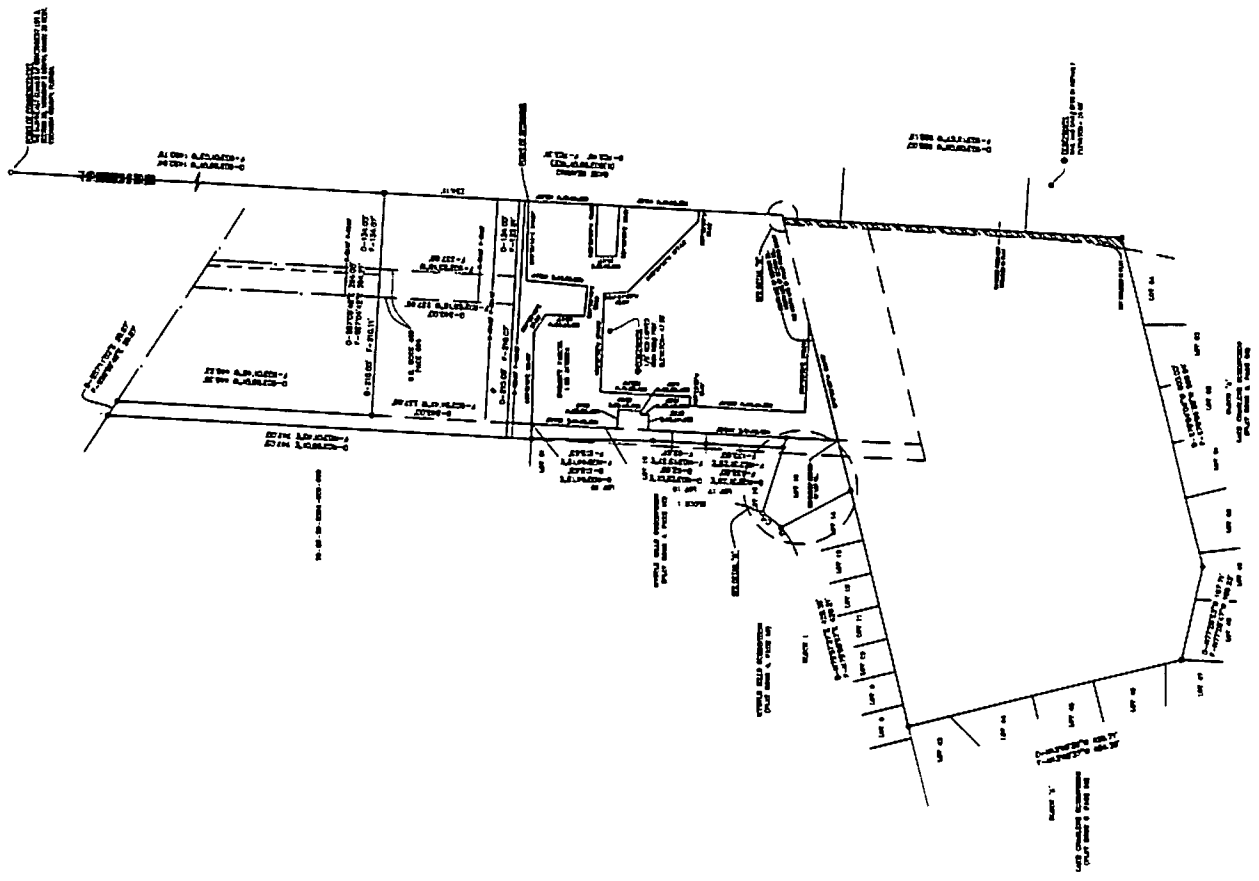
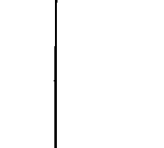
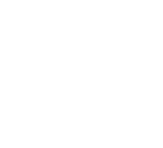
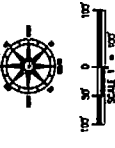
4. The map shows the location of the proposed project in relation to the surrounding area. The project is located on the east side of the main road, between the intersection of the main road and the side road. The map also shows the location of the existing buildings and the proposed new buildings. The map is drawn to a scale of 1 inch = 100 feet.

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6. The map shows the location of the proposed project in relation to the surrounding area. The project is located on the east side of the main road, between the intersection of the main road and the side road. The map also shows the location of the existing buildings and the proposed new buildings. The map is drawn to a scale of 1 inch = 100 feet.

7. The map shows the location of the proposed project in relation to the surrounding area. The project is located on the east side of the main road, between the intersection of the main road and the side road. The map also shows the location of the existing buildings and the proposed new buildings. The map is drawn to a scale of 1 inch = 100 feet.

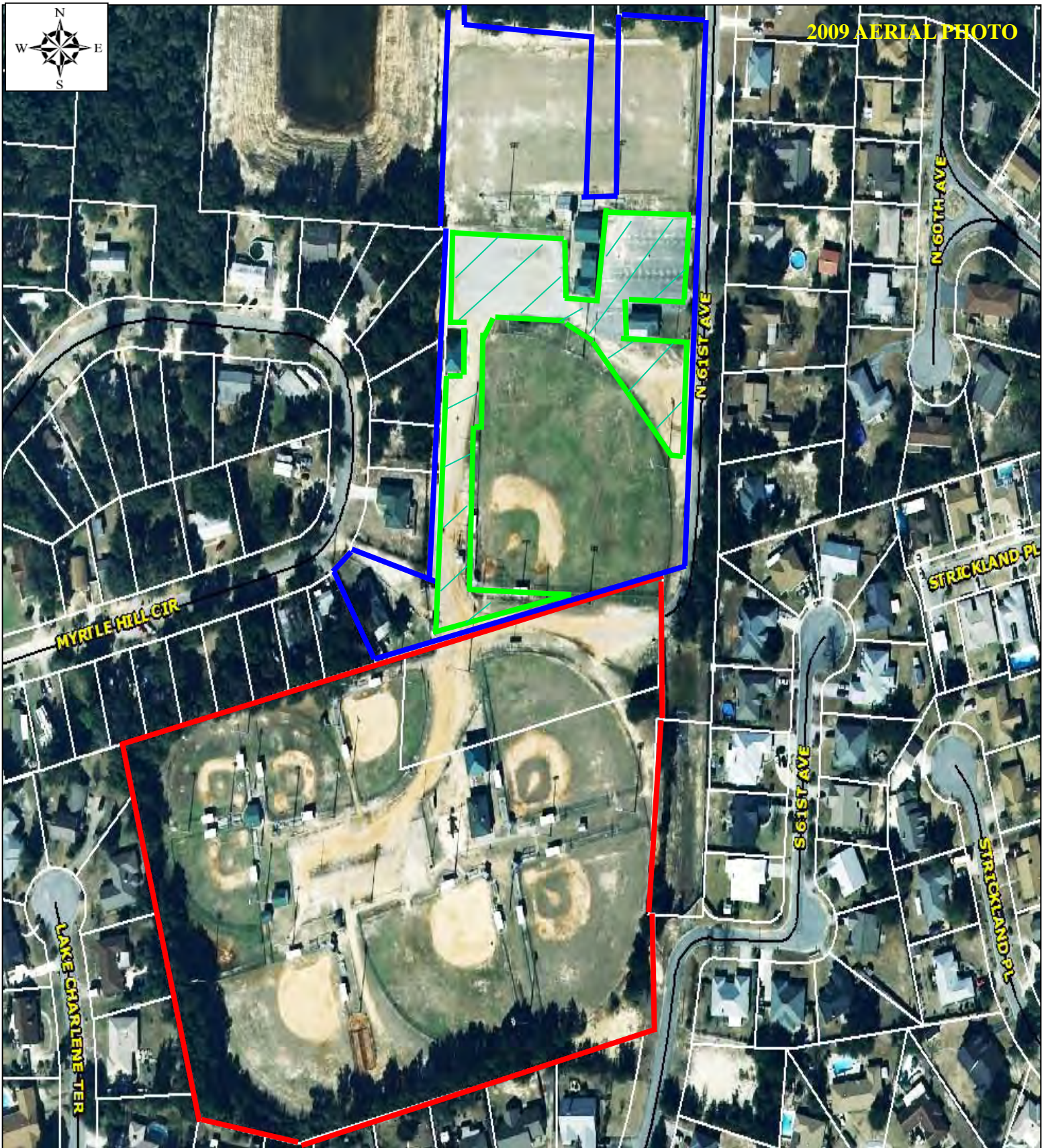
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- LEGEND
 1 - EXISTING BUILDING
 2 - PROPOSED BUILDING
 3 - EXISTING DRIVEWAY
 4 - PROPOSED DRIVEWAY
 5 - EXISTING PARKING
 6 - PROPOSED PARKING
 7 - EXISTING FENCE
 8 - PROPOSED FENCE
 9 - EXISTING UTILITY
 10 - PROPOSED UTILITY
 11 - EXISTING CURB
 12 - PROPOSED CURB
 13 - EXISTING SIDEWALK
 14 - PROPOSED SIDEWALK
 15 - EXISTING LANDSCAPE
 16 - PROPOSED LANDSCAPE
 17 - EXISTING SIGN
 18 - PROPOSED SIGN
 19 - EXISTING LIGHT
 20 - PROPOSED LIGHT
 21 - EXISTING TREE
 22 - PROPOSED TREE
 23 - EXISTING BUSH
 24 - PROPOSED BUSH
 25 - EXISTING GRASS
 26 - PROPOSED GRASS
 27 - EXISTING PAVEMENT
 28 - PROPOSED PAVEMENT
 29 - EXISTING CONCRETE
 30 - PROPOSED CONCRETE
 31 - EXISTING BRICK
 32 - PROPOSED BRICK
 33 - EXISTING STONE
 34 - PROPOSED STONE
 35 - EXISTING METAL
 36 - PROPOSED METAL
 37 - EXISTING WOOD
 38 - PROPOSED WOOD
 39 - EXISTING PLASTER
 40 - PROPOSED PLASTER
 41 - EXISTING GYPSUM
 42 - PROPOSED GYPSUM
 43 - EXISTING STUCCO
 44 - PROPOSED STUCCO
 45 - EXISTING TILE
 46 - PROPOSED TILE
 47 - EXISTING MARBLE
 48 - PROPOSED MARBLE
 49 - EXISTING GRANITE
 50 - PROPOSED GRANITE
 51 - EXISTING SLATE
 52 - PROPOSED SLATE
 53 - EXISTING SCHIST
 54 - PROPOSED SCHIST
 55 - EXISTING GNEISS
 56 - PROPOSED GNEISS
 57 - EXISTING QUARTZITE
 58 - PROPOSED QUARTZITE
 59 - EXISTING METAMORPHIC
 60 - PROPOSED METAMORPHIC
 61 - EXISTING IGGNEOUS
 62 - PROPOSED IGGNEOUS
 63 - EXISTING SEDIMENTARY
 64 - PROPOSED SEDIMENTARY
 65 - EXISTING METAMORPHIC
 66 - PROPOSED METAMORPHIC
 67 - EXISTING IGGNEOUS
 68 - PROPOSED IGGNEOUS
 69 - EXISTING SEDIMENTARY
 70 - PROPOSED SEDIMENTARY
 71 - EXISTING METAMORPHIC
 72 - PROPOSED METAMORPHIC
 73 - EXISTING IGGNEOUS
 74 - PROPOSED IGGNEOUS
 75 - EXISTING SEDIMENTARY
 76 - PROPOSED SEDIMENTARY
 77 - EXISTING METAMORPHIC
 78 - PROPOSED METAMORPHIC
 79 - EXISTING IGGNEOUS
 80 - PROPOSED IGGNEOUS
 81 - EXISTING SEDIMENTARY
 82 - PROPOSED SEDIMENTARY
 83 - EXISTING METAMORPHIC
 84 - PROPOSED METAMORPHIC
 85 - EXISTING IGGNEOUS
 86 - PROPOSED IGGNEOUS
 87 - EXISTING SEDIMENTARY
 88 - PROPOSED SEDIMENTARY
 89 - EXISTING METAMORPHIC
 90 - PROPOSED METAMORPHIC
 91 - EXISTING IGGNEOUS
 92 - PROPOSED IGGNEOUS
 93 - EXISTING SEDIMENTARY
 94 - PROPOSED SEDIMENTARY
 95 - EXISTING METAMORPHIC
 96 - PROPOSED METAMORPHIC
 97 - EXISTING IGGNEOUS
 98 - PROPOSED IGGNEOUS
 99 - EXISTING SEDIMENTARY
 100 - PROPOSED SEDIMENTARY

NO.	DESCRIPTION	DATE	BY	CHECKED
1	PREPARED BY			
2	CHECKED BY			
3	DATE			
4	SCALE			
5	TITLE			
6	PROJECT NO.			
7	CLIENT			
8	LOCATION			
9	AREA			
10	DATE			
11	BY			
12	CHECKED			
13	DATE			
14	SCALE			
15	TITLE			
16	PROJECT NO.			
17	CLIENT			
18	LOCATION			
19	AREA			
20	DATE			
21	BY			
22	CHECKED			
23	DATE			
24	SCALE			
25	TITLE			
26	PROJECT NO.			
27	CLIENT			
28	LOCATION			
29	AREA			
30	DATE			
31	BY			
32	CHECKED			
33	DATE			
34	SCALE			
35	TITLE			
36	PROJECT NO.			
37	CLIENT			
38	LOCATION			
39	AREA			
40	DATE			
41	BY			
42	CHECKED			
43	DATE			
44	SCALE			
45	TITLE			
46	PROJECT NO.			
47	CLIENT			
48	LOCATION			
49	AREA			
50	DATE			
51	BY			
52	CHECKED			
53	DATE			
54	SCALE			
55	TITLE			
56	PROJECT NO.			
57	CLIENT			
58	LOCATION			
59	AREA			
60	DATE			
61	BY			
62	CHECKED			
63	DATE			
64	SCALE			
65	TITLE			
66	PROJECT NO.			
67	CLIENT			
68	LOCATION			
69	AREA			
70	DATE			
71	BY			
72	CHECKED			
73	DATE			
74	SCALE			
75	TITLE			
76	PROJECT NO.			
77	CLIENT			
78	LOCATION			
79	AREA			
80	DATE			
81	BY			
82	CHECKED			
83	DATE			
84	SCALE			
85	TITLE			
86	PROJECT NO.			
87	CLIENT			
88	LOCATION			
89	AREA			
90	DATE			
91	BY			
92	CHECKED			
93	DATE			
94	SCALE			
95	TITLE			
96	PROJECT NO.			
97	CLIENT			
98	LOCATION			
99	AREA			
100	DATE			

MYRTLE GROVE ATHLETIC COMPLEX



 COUNTY PARCEL / APPROX. 10.6 ACRES

 APPROX. LOCATION PROPOSED EASEMENT AREA

 MYRTLE GROVE COMMUNITY CLUB PARCEL
APPROX 7.4 ACRES



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3642

County Administrator's Report 14. 9.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/17/2013

Issue: Residential Rehab Program, Cancellation of Four Liens

From: Keith Wilkins

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Residential Rehab Grant Program, Cancellation of Four Liens - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following January 17, 2013, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Redevelopment Agency, concerning the Residential Rehab Grant Program:

A. Approving the following four Lien Cancellations, since the Grant recipients have met their Grant requirements:

Property Owner's Name	Property Address	Lien Amount
Scott Dickson	413 South 1st Street	\$ 800
Theyuka T. Thomas	3218 North Tarragona Street	\$ 3,140
Debra Russell	2324 West Avery Street	\$ 4,400
Juanita Williams	1125 Medford Drive	\$ 375

B. Authorizing the Chairman to execute the Cancellation of Liens.

BACKGROUND:

The aforementioned property owners have satisfied the one-year compliance with the Grant program.

BUDGETARY IMPACT:

There will be no budgetary impact.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed and approved the four (4) Lien Cancellations as to form and legal sufficiency.

PERSONNEL:

Community and Environmental Department/Community Redevelopment Agency (CED/CRA) staff coordinates the Residential Rehab Grant Program and all associated administrative functions.

POLICY/REQUIREMENT FOR BOARD ACTION:

Current practice requires Board approval for Residential Rehab Grant Program lien cancellations.

IMPLEMENTATION/COORDINATION:

Upon obtaining the Chairman's signature, the Clerk of Court will record the Cancellation of Liens.

Attachments

Residential Rehab Lien Cancellations

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **\$800**, executed by **Scott Dickson** and recorded in Official Record Book **6707** at pages **26-28**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was satisfied by one-year compliance with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Gene M. Valentino, Chairman

ATTEST: **Pam Childers**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Prepared by:
Clara Long, Urban Planner II
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

This document approved as to form
and legal sufficiency.

By: Justin Huel

Title: HCH

Date: 12/5/12

Escambia County
Clerk's Original

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

2/17/2011/CAR II-10

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

Ernie Lee Magaha
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2011022402 04/06/2011 at 08:18 AM
OFF REC BK: 6707 PG: 26 - 28 Doc Type: L
RECORDING: \$27.00

Lien Agreement

Applicant Name(s)
Scott Dickson

Address of Property
413 South 1st Street
Pensacola, FL 32507

Property Reference No.
51-2S-30-7062-012-035

Total Amount of Lien

\$800

Verified By: *Offense*

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.

Date: *2/18/2011*

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.

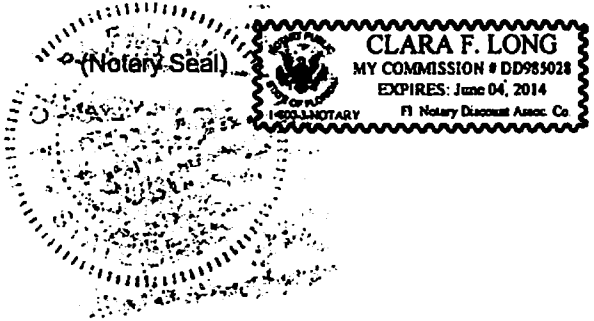
If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is 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: [Signature]
Scott Dickson, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

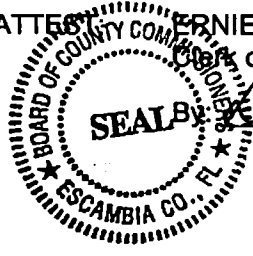
The foregoing instrument was acknowledged before me this 25th day of January, 2011 by Scott Dickson, Property Owner. He () is personally known to me or () has produced FL Lic D250.....247.0 as identification.



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

For: **Board of County Commissioners of Escambia County**
By: [Signature]
Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court
By: [Signature]
Deputy Clerk



BCC Approved: 02-17-2011

This document approved as to form and legal sufficiency,
By: [Signature]
Title: Asst City Atty
Date: 1/21/11

This instrument prepared by:
Clara Long, Urban Planner, CRA
Community & Environment Bureau
221 Palafox Place, Pensacola, FL 32502
H:\WESD\CRA\GRANTS\Grant Agreements\2011\residential rehab grant_Dickson_022011.doc

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **\$3,140**, executed by **Theyuka T. Thomas** and recorded in Official Record Book **6727** at pages **1482-1483**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was satisfied by one-year compliance with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Gene M. Valentino, Chairman

ATTEST: **Pam Childers**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Prepared by:
Clara Long, Urban Planner II
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

This document approved as to form
and legal sufficiency.

By: Mustin
Title: ACT
Date: 12/4/12

Escambia County
Clerk's Original

5/19/2011 CAR 11-24

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency**

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
<u>Theyuka T. Thomas</u>	<u>3218 North Tarragona Street Pensacola, FL 32503</u>	<u>04-2S-30-6001-023-004</u>

Total Amount of Lien **\$3,140**

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.

Verified By: *d. Macaulthun*

Date: *5/20/11*

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

For Recipient:
Theyuka T. Thomas
Theyuka T. Thomas, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

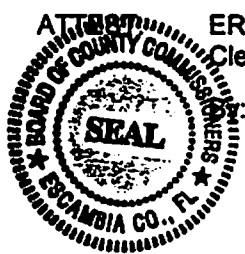
The foregoing instrument was acknowledged before me this 27th day of April, 2011 by Theyuka T. Thomas, Property Owner. He () is personally known to me or () has produced FLC 1520... 0940 as identification.



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

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

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



ATTEST
ERNIE LEE MAGAHA
Clerk of the Circuit Court
Debbie Harris
Deputy Clerk

BCC Approved: *May 19, 2011*
Date Executed
5/19/2011

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

This document approved as to form and legal sufficiency.
By: *Justin Daniel*
Title: ACA
Date: 4/21/11

Escambia County
Clerk's Original

7/21/2011 CAR 11-19

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

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

Lien Agreement

Applicant Name(s)

Debra Russell

Address of Property

2324 West Avery Street
Pensacola, FL 32505

Property Reference No.

17-2S-30-1200-019-005

Total Amount of Lien

\$4,400

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.

Verified By: *d. No. carlson*

Date: *7/20/11*

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

For Recipient:

Debra Russell
Debra Russell, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 23rd day of June, 2011 by Debra Russell, Property Owner. He/She () is personally known to me or () has produced ELLic R240, ... 57.1 as identification.

(Notary Seal)



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

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

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

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



By: Ernie Lee Magaha
Deputy Clerk

BCC Approved: 7-21-2011

Date Executed

7/21/2011

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

This document approved as to form and legal sufficiency -

By: Justin Huff
Title: ACH
Date: 6/20/11

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **\$375**, executed by **Juanita Williams** and recorded in Official Record Book **6756** at pages **967-968**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was satisfied by one-year compliance with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Gene M. Valentino, Chairman

ATTEST: **Pam Childers**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Prepared by:
Clara Long, Urban Planner II
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

This document approved as to form
and legal sufficiency.

By: *Austin Hial*

Title: *AUT*

Date: *12/5/12*

7/21/2011 CAR 11-17

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

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

Lien Agreement

Applicant Name(s)
Juanita Williams

Address of Property
1125 Medford Drive
Pensacola, FL 32505

Property Reference No.
46-1S-30-1100-008-005

Total Amount of Lien

\$375

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

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

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

Ernie Lee Magaha
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2011058873 08/25/2011 at 10:57 AM
OFF REC BK: 8758 PG: 887 - 888 Doc Type: L
RECORDING: \$18.50

Verified By: *H. Macarthur*

Date: *7/22/11*

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

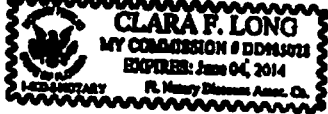
For Recipient:

Juanita Williams
Juanita Williams, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 17th day of June, 2011 by Juanita Williams, Property Owner. She is personally known to me or has produced FLC W 452, 89, 0 as identification.

(Notary Seal)



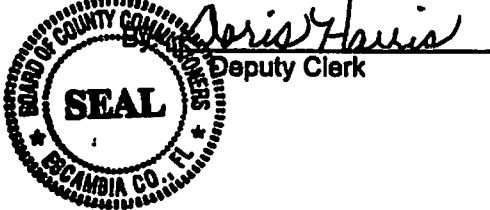
Clara F. Long
Signature of Notary Public
Clara F. Long
Printed Name of Notary Public

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

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

7/21/2011
BCC Approved: 07-21-2011

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



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

This document approved as to form and legal sufficiency:
By: [Signature]
Title: [Signature]
Date: 7/18/11



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3652

County Administrator's Report 14. 10.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/17/2013

Issue: Commercial Facade, Landscape, and Infrastructure Grant Funding and Lien Agreements for 700 West Truman Avenue

From: Keith Wilkins

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Commercial Facade Grant Program Funding and Lien Agreements for 700 West Truman Avenue - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following January 17, 2013, 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 700 West Truman Avenue:

A. Approving the Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements between the Escambia County CRA and DM Oakwood Terrace, LLC, owner of commercial property located at 700 West Truman Avenue, Pensacola, Florida, in the Palafox Redevelopment Area, each in the amount of \$5,250, representing an in-kind match through the Palafox Tax Increment Financing (TIF) Fund 151, Cost Center 220517, 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 removing barbed and metal wire fence; and

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

BACKGROUND:

On January 17, 2013, a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and DM Oakwood Terrace, LLC. A rendering of the project is attached.

BUDGETARY IMPACT:

Funding for the Grant will be provided through the Palafox TIF, Fund 151, Cost Center 220517, Object Code 58301 and/or NEFI 2009 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 DM Oakwood Terrace

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
COMMERCIAL FAÇADE, LANDSCAPE, AND INFRASTRUCTURE GRANT
PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 17th day of January 2013, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and DM Oakwood Terrace, LLC, (the "Recipient"), owner of commercial property located at 700 West Truman Avenue, Pensacola, Florida, 32506.

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 **\$5,250**, 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 **\$5,250**, which shall be comprised of a cash contribution of **\$5,250**.
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 **17th** day of **January 2013**, and the Project shall be complete on or before the **17th** day of **April 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:

<u>County:</u> Clara Long, Urban Planner, CRA Community & Environment Department 221 Palafox Place, Suite 305 Pensacola, Florida 32502	<u>Recipient:</u> DM Oakwood Terrace, LLC c/o Morgan Cox 5305 Village Creek Drive Plano, TX 75093
--	---

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: 11/14/12

For: Escambia County Board of County Commissioners

By: _____
Gene M. Valentino, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

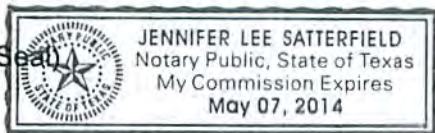
(SEAL)

[Signature]
For Recipient: DM Oakwood Terrace, LLC
Morgan Cox, ~~Property Owner~~ MEMBER

TEXAS
STATE OF FLORIDA
COUNTY OF ESCAMBIA COLIN

The foregoing instrument was acknowledged before me this 20th day of November 2012 by Morgan Cox, Property Owner. He/She () is personally known to me or () has produced _____ as identification.

(Notary Seal)



[Signature]
Signature of Notary Public
Jennifer L. Satterfield
Printed Name of Notary Public

EXHIBIT I

COMMERCIAL FACADE, LANDSCAPE, AND INFRASTRUCTURE GRANT PROJECT

Property Owner: **DM Oakwood Terrace, LLC**
Property Address: **700 West Truman Avenue, Pensacola, FL 32506**

The "Project" includes the following improvements to the above referenced property:

Remove the barbed and metal wire fence.

**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>DM Oakwood Terrace, LLC</u>	<u>700 West Truman Avenue Pensacola, Florida 32506</u>	<u>09-2S-30-0800-000-009</u>

Total Amount of Lien **\$5,250**

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.

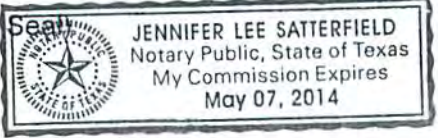
[Handwritten Signature]
For Recipient: DM Oakwood Terrace, LLC

Morgan Cox, Property Owner MEMBER

STATE OF ~~FLORIDA~~ ^{TEXAS}
COUNTY OF ~~ESCAMBIA~~ ^{COLLIN}

The foregoing instrument was acknowledged before me this 20th day of November, 2012 by Morgan Cox, Property Owner. He/She () is personally known to me or () has produced _____ as identification.

(Notary Seal)



[Handwritten Signature]
Signature of Notary Public
Jennifer L Satterfield
Printed Name of Notary Public

For: Escambia County
Board of County Commissioners

By: _____
Gene M. Valentino, Chairman

Date Executed: _____

BCC Approved: _____

ATTEST: PAM CHILDERS
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: *[Handwritten Signature]*
Title: _____
Date: 11/14/12



Remove barbed and metal wire fence.

700 W. Truman Ave -
DM Oakwood
Terrace





BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3653

County Administrator's Report 14. 11.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/17/2013

Issue: Residential Rehab Grant Funding and Lien Agreements for 3 Bell Court

From: Keith Wilkins

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 3 Bell Court - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following January 17, 2013, 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 3 Bell Court:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Robert H. and Dorothy A. Thompson, the owners of residential property located at 3 Bell Court, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$1,153, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, 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 January 17, 2013, a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and Robert H. and Dorothy A. Thompson. A rendering of the project is attached.

BUDGETARY IMPACT:

Funding for the Grant will be provided through the Barrancas TIF, Fund 151, Cost Center 220519, Object Code 58301.

LEGAL CONSIDERATIONS/SIGN-OFF:

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

Res Rehab Grant 3 Bell Court

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 17th day of January 2013, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Robert H. and Dorothy A. Thompson, (the "Recipient"), owner of residential property located at 3 Bell Court, 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 **\$1,153**, 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 **\$1,153**, which shall be comprised of a cash contribution of **\$1,153**.
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 **17th** day of **January 2013**, and the Project shall be complete on or before the **17th** day of **April 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:

Mr. & Mrs. Robert Thompson
3 Bell Court
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. **No Discrimination:** The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. **Entire Agreement:** This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. **No Waiver:** This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

This document approved as to form and legal sufficiency.

By: [Signature]
Title: ACF
Date: 12/5/12

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

By: _____
Gene M. Valentino, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

(SEAL)

BCC Approved: _____

For Recipients:

[Signature]
Robert H. Thompson, Property Owner
[Signature]
Dorothy A. Thompson, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 10th day of December, 2012 by **Robert H. Thompson**, Property Owner. He () is personally known to me or () has produced FL T512... 50... 0 as identification.

The foregoing instrument was acknowledged before me this 10th day of December, 2012 by **Dorothy A. Thompson**, Property Owner. She () is personally known to me or () has produced FL T512... 43... 0 as identification.



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

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner: Robert H. and Dorothy A. Thompson
Property Address: 3 Bell Court, 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>Robert H. and Dorothy A. Thompson</u>	Address of Property <u>3 Bell Court</u> <u>Pensacola, FL 32507</u>	Property Reference No. <u>50-2S-30-5012-200-025</u>
---	---	--

Total Amount of Lien **\$1,153**

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 Recipients:

Robert H. Thompson

Robert H. Thompson, Property Owner

Dorothy A. Thompson

Dorothy A. Thompson, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 10th day of December, 2012 by Robert H. Thompson, Property Owner. He () is personally known to me or () has produced FLIC T512...50...0 as identification.

The foregoing instrument was acknowledged before me this 10th day of December, 2012 by Dorothy A. Thompson, Property Owner. She () is personally known to me or () has produced FLIC T512...43...0 as identification.



Clara F. Long
Signature of Notary Public

Clara F. Long
Printed Name of Notary Public

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

By: _____
Gene M. Valentino, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

Date Executed: _____

BCC Approved: _____

By: _____
Deputy Clerk

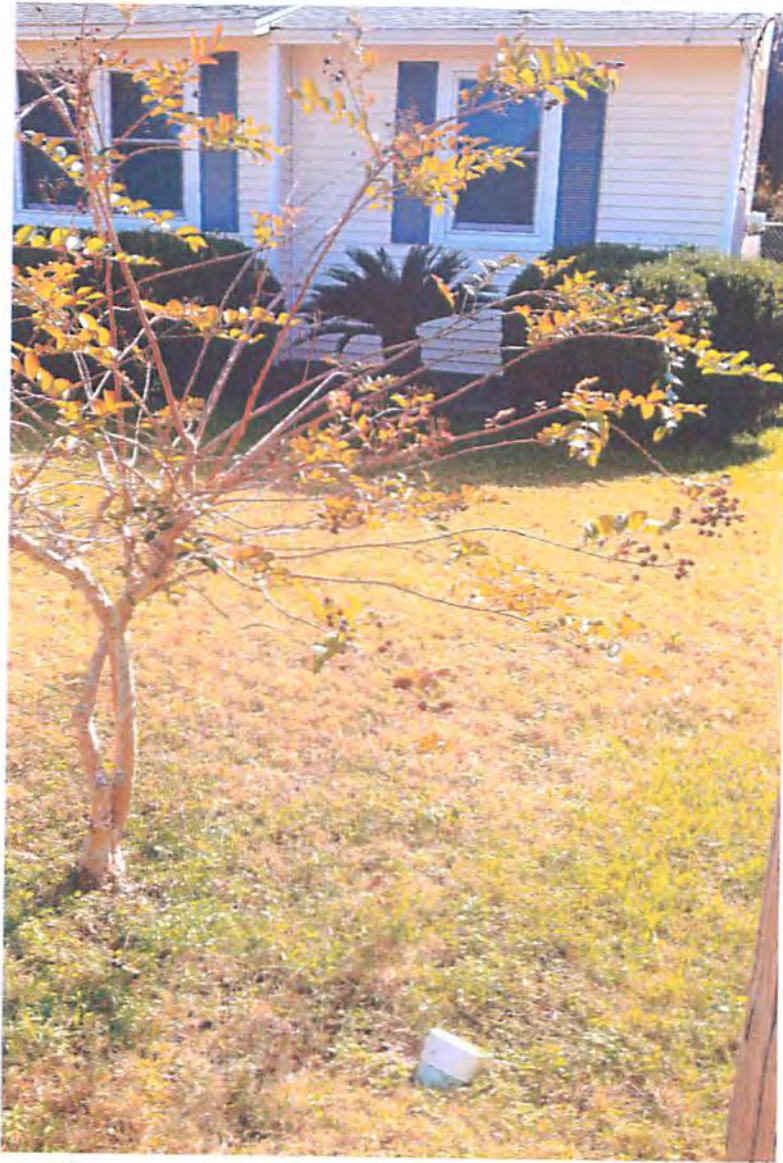
This instrument prepared by:
Clara Long, Urban Planner II
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

This document approved as to form and legal sufficiency.

By: Kristin Chel

Title: ACT

Date: 12/5/12



Sanitary sewer Connection
3 Bell Court - Thompson



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3657

County Administrator's Report 14. 12.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/17/2013

Issue: Residential Rehab Grant Funding and Lien Agreements for 9 Bell Court

From: Keith Wilkins

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 9 Bell Court - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following January 17, 2013, 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 9 Bell Court:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Haariet F. Laton, the owner of residential property located at 9 Bell Court, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$1,005, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, 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 January 17, 2013, a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and Haariet F. Laton. A rendering of the project is attached.

BUDGETARY IMPACT:

Funding for the Grant will be provided through the Barrancas TIF, Fund 151, Cost Center 220519, Object Code 58301.

LEGAL CONSIDERATIONS/SIGN-OFF:

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 for 9 Bell Court

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 17th day of January 2013, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Haarlet F. Laton, (the "Recipient"), owner of residential property located at 9 Bell Court, 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 **\$1,005**, 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 **\$1,005**, which shall be comprised of a cash contribution of **\$1,005**.
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 **17th** day of **January 2013**, and the Project shall be complete on or before the **17th** day of **April 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:

<u>County:</u>	<u>Recipient:</u>
Clara Long, Urban Planner II, CRA	Haariet F. Laton
Community & Environment Department	9 Bell Court
221 Palafox Place	Pensacola, FL 32507
Pensacola, Florida 32502	

All notices shall be sent by certified mail, return receipt requested.

18. **No Discrimination:** The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. **Entire Agreement:** This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. **No Waiver:** This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

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

By: _____
Gene M. Valentino, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient:

Haariet F. Laton
Haariet F. Laton, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 11th day of December, 2012 by Haariet F. Laton, Property Owner. He/She () is personally known to me or () has produced FLic L350...55...0 as identification.



Clara F. Long
Signature of Notary Public

Clara F. Long
Printed Name of Notary Public

This document approved as to form and legal sufficiency.

By: Kristin Hual

Title: AC/F

Date: 12/5/12

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner: Haariet F. Laton
Property Address: 9 Bell Court, 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>Haariet F. Laton</u>	Address of Property <u>9 Bell Court</u> <u>Pensacola, FL 32507</u>	Property Reference No. <u>50-2S-30-5012-170-025</u>
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Total Amount of Lien **\$1,005**

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.

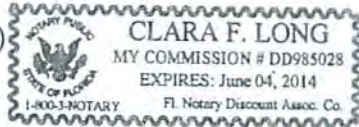
For Recipient:

Haariet F. Laton
Haariet F. Laton, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 11th day of December, 2012 by Haariet F. Laton, Property Owner. He/She () is personally known to me or () has produced FL Lic 130...55...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: _____
Gene M. Valentino, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

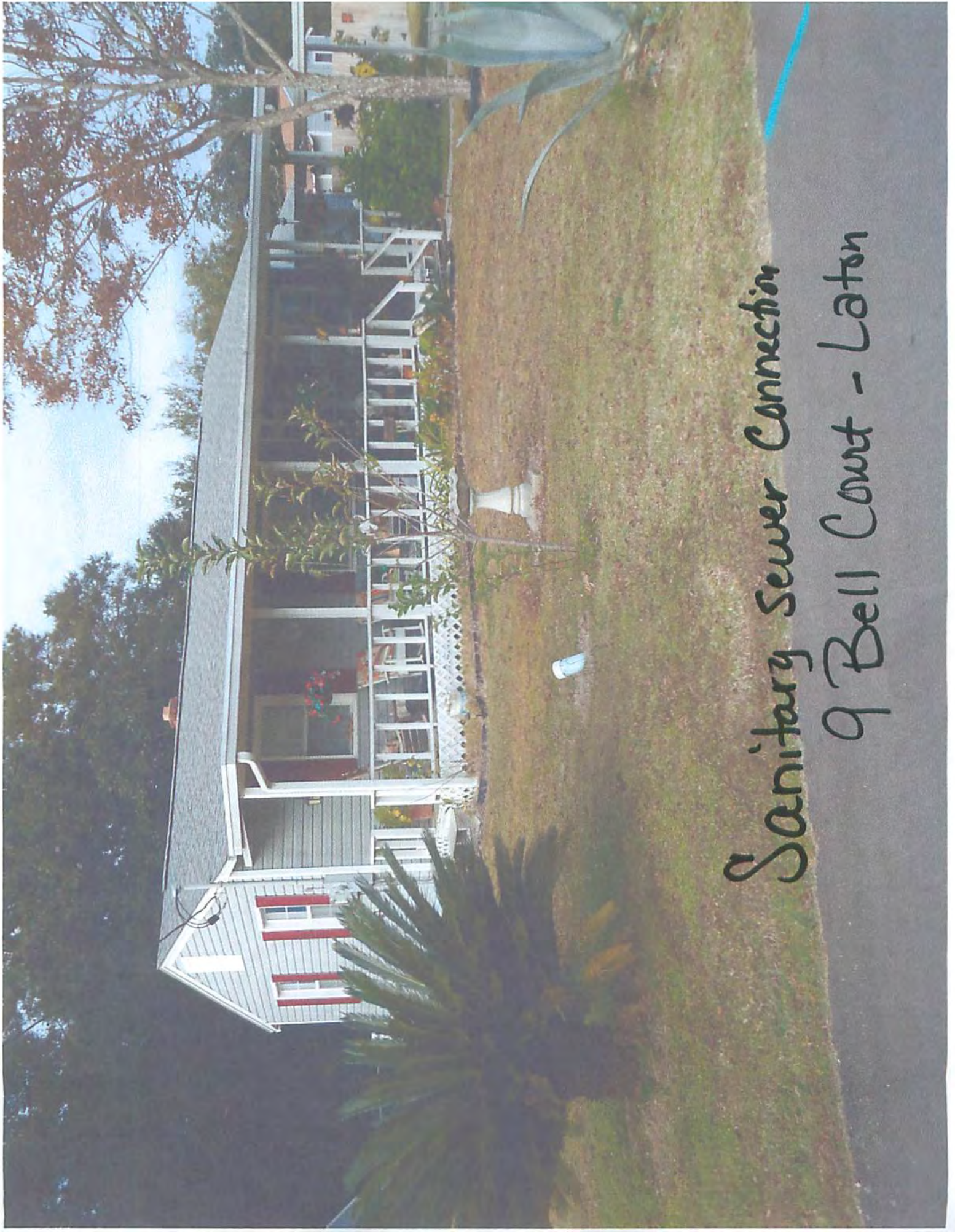
BCC Approved: _____

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: Kristin Hual
Title: ACA
Date: 12/5/12



Sanitary Sewer Connection
9 Bell Court - Laton



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3658

County Administrator's Report 14. 13.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/17/2013

Issue: Residential Rehab Grant Funding and Lien Agreements for 909 Rue Max

From: Keith Wilkins

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 909 Rue Max - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following January 17, 2013, 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 909 Rue Max.

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Dennis Kamin, the owner of residential property located at 909 Rue Max, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$1,050, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, 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 January 17, 2013, a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and Dennis Kamin. A rendering of the project is attached.

BUDGETARY IMPACT:

Funding for the Grant will be provided through the Barrancas TIF, Fund 151, Cost Center 220519, Object Code 58301.

LEGAL CONSIDERATIONS/SIGN-OFF:

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 Grant for 909 Rue Max

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 17th day of January 2013, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Dennis Kamin, (the "Recipient"), owner of residential property located at 909 Rue Max, 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 **\$1,050**, 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 **\$1,050**, which shall be comprised of a cash contribution of **\$1,050**.
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 **17th** day of **January 2013**, and the Project shall be complete on or before the **17th** day of **April 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:

Dennis Kamin
909 Rue Max
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: _____
Gene M. Valentino, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient:

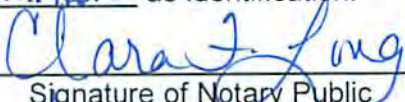


Dennis Kamin, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 11th day of December, 2012 by Dennis Kamin, Property Owner. (He/She) is personally known to me or () has produced Public K550...466.0 as identification.

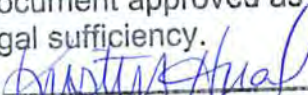




Signature of Notary Public
Clara F. Long

Printed Name of Notary Public

This document approved as to form and legal sufficiency.

By: 

Title: Att

Date: 12/5/12

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner: Dennis Kamin
Property Address: 909 Rue Max, 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>Dennis Kamin</u>	Address of Property <u>909 Rue Max</u> <u>Pensacola, FL 32507</u>	Property Reference No. <u>50-2S-30-5012-160-025</u>
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Total Amount of Lien **\$1,050**

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.

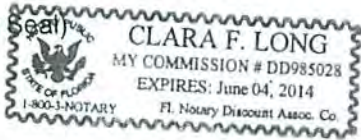
For Recipient:

[Signature]
Dennis Kamin, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 11th day of December, 2012 by Dennis Kamin, Property Owner. (He) () is personally known to me or has produced FL Lic K550... 4b..d 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: _____
Gene M. Valentino, Chairman

ATTEST: **PAM CHILDERS**
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: [Signature]

Title: ACIT

Date: 12/5/12



Sanitary Sewer Connection
909 Rue Max - Kamin



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3660

County Administrator's Report 14. 14.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/17/2013

Issue: Residential Rehab Grant Funding and Lien Agreements for 124 Reed Road

From: Keith Wilkins

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 124 Reed Road - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following January 17, 2013, 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 124 Reed Road:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Carlton E. and June H. McCullough, the owners of residential property located at 124 Reed Road, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$900, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, 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 January 17, 2013, a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and Carton E. and June H. McCollough. A rendering of the project is attached.

BUDGETARY IMPACT:

Funding for the Grant will be provided through the Barrancas TIF, Fund 151, Cost Center 220519, Object Code 58301.

LEGAL CONSIDERATIONS/SIGN-OFF:

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 Grant for 124 Reed Road

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 17th day of January 2013, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Carlton E. and June H. McCullough, (the "Recipient"), owner of residential property located at 124 Reed 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 **\$900**, 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 **\$900**, which shall be comprised of a cash contribution of **\$900**.
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 **17th** day of **January 2013**, and the Project shall be complete on or before the **17th** day of **April 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:

Mr. & Mrs. Carlton McCullough
124 Reed Road
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. **No Discrimination:** The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. **Entire Agreement:** This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. **No Waiver:** This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

This document approved as to form and legal sufficiency.

By: [Signature]
Title: ALA
Date: 12/5/12

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

By: _____
Gene M. Valentino, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

(SEAL)

BCC Approved: _____

For Recipients:

[Signature]
Carlton E. McCullough, Property Owner
[Signature]
June H. McCullough, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 12th day of December, 2012 by Carlton E. McCullough, Property Owner. He () is personally known to me or () has produced FL Lic M242... 42... 0 as identification.

The foregoing instrument was acknowledged before me this 12th day of December, 2012 by June H. McCullough, Property Owner. She () is personally known to me or () has produced FL Lic M242... 47... 0 as identification.



[Signature]
Signature of Notary Public
Clara F Long
Printed Name of Notary Public

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner: Carlton E. and June H. McCullough
Property Address: 124 Reed 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>Carlton E. and June H. McCullough</u>	Address of Property <u>124 Reed Road</u> <u>Pensacola, FL 32507</u>	Property Reference No. <u>50-2S-30-5010-014-019</u>
---	--	--

Total Amount of Lien **\$900**

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 Recipients:

Carlton E. McCullough
Carlton E. McCullough, Property Owner

June H. McCullough
June H. McCullough, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 12th day of December, 2012 by Carlton E. McCullough, Property Owner. He () is personally known to me or () has produced FLICM242..42..0 as identification.

The foregoing instrument was acknowledged before me this 12th day of December, 2012 by June H. McCullough, Property Owner. She () is personally known to me or () has produced FLICM242...42..0 as identification.



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

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

By: _____
Gene M. Valentino, Chairman

ATTEST: **PAM CHILDERS**
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: Austin Okua
Title: ACH
Date: 12/5/12

Sanitary Sewer Connection
124 Reed Rd -
McCullough





BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3665

County Administrator's Report 14. 15.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/17/2013

Issue: Residential Rehab Grant Program Funding and Lien Agreements for 31 Milton Road

From: Keith Wilkins

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 31 Milton Road - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following January 17, 2013, 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 31 Milton Road:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Isaiah and Avis Morrison, the owners of residential property located at 31 Milton Road, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$1,550, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, 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 January 17, 2013, a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and Isaiah and Avis Morrison. A rendering of the project is attached.

BUDGETARY IMPACT:

Funding for the Grant will be provided through the Barrancas TIF Fund 151, Cost Center 220519, Object Code 58301.

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 for 31 Milton Road

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 17th day of January 2013, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Isaiah and Avis Morrison, (the "Recipient(s)"), owners of residential property located at 31 Milton 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 have 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 matching Grant in the maximum amount of **\$1,550**, 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 **\$1,550**, which shall be comprised of a cash contribution of **\$1,550**.
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 **17th** day of **January 2013**, and the Project shall be complete on or before the **17th** day of **April 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(s) as Independent Contractor:** The parties agree that the Recipient is an independent contractor and is not 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(s):

Mr. & Mrs. Isaiah Morrison
31 Milton Road
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. **No Discrimination:** The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. **Entire Agreement:** This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. **No Waiver:** This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

This document approved as to form and legal sufficiency.

By: Kristin Hueb
Title: ACF
Date: 12/7/12

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

By: _____
Gene M. Valentino, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

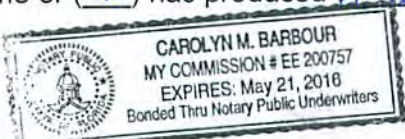
For Recipient(s):

Isaiah Morrison
Isaiah Morrison, Property Owner
Avis Morrison
Avis Morrison, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 13th day of December, 2012 by **Isaiah Morrison**, Property Owner. He () is personally known to me or () has produced FL Drivers License as identification.
... 53-832-0

The foregoing instrument was acknowledged before me this 13th day of December, 2012 by **Avis Morrison**, Property Owner. She () is personally known to me or () has produced FL Drivers License as identification.
... 01-223-0



(Notary Seal)

Carolyn M. Barbour
Signature of Notary Public

Carolyn M. Barbour
Printed Name of Notary Public

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): Isaiah & Avis Morrison
Property Address: 31 Milton 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>Isaiah and Avis Morrison</u>	Address of Property <u>31 Milton Road</u> <u>Pensacola, FL 32507</u>	Property Reference No. <u>50-2S-30-5010-019-018</u>
--	---	--

Total Amount of Lien **\$1,550**

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(s):

Isaiah Morrison
Isaiah Morrison, Property Owner

Avis Morrison
Avis Morrison, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 13th day of December, 2012 by Isaiah Morrison, Property Owner. He () is personally known to me or () has produced FL DL 53-833-0 as identification.

The foregoing instrument was acknowledged before me this 13th day of December, 2012 by Avis Morrison, Property Owner. She () is personally known to me or () has produced FL DL 61-223-0 as identification.



Carolyn Barbour
Signature of Notary Public

Carolyn Barbour
Printed Name of Notary Public

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

By: _____
Gene M. Valentino, Chairman

ATTEST: **PAM CHILDERS**
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: Mustafa Huel

Title: ACH

Date: 12/7/12



Sanitary sewer connection
31 Mi Hon Rd - Morrison



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3667

County Administrator's Report 14. 16.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/17/2013

Issue: Residential Rehab Grant Funding and Lien Agreements for 100 Milton Road

From: Keith Wilkins

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 100 Milton Road - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following January 17, 2013, 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 100 Milton Road:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Randall S. and Clara A. Speigle, the owners of residential property located at 100 Milton Road, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$845, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, 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 January 17, 2013, a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and Randall S. and Clara A. Speigle. A rendering of the project is attached.

BUDGETARY IMPACT:

Funding for the Grant will be provided through the Barrancas TIF, Fund 151, Cost Center 220519, Object Code 58301.

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 Grant for 100 Milton Road

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 17th day of January 2013, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Randall S. and Clara A. Speigle, (the "Recipient(s)"), owners of residential property located at 100 Milton 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 have 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 matching Grant in the maximum amount of **\$845**, 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 **\$845**, which shall be comprised of a cash contribution of **\$845**.
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 **17th** day of **January 2013**, and the Project shall be complete on or before the **17th** day of **April 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(s) as Independent Contractors:** The parties agree that the Recipient is an independent contractor and is not 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(s):

Mr. & Mrs. Randall Speigle
102 Milton Road
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. **No Discrimination:** The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. **Entire Agreement:** This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. **No Waiver:** This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

This document approved as to form and legal sufficiency.

By: [Signature]
Title: ACIT
Date: 12/7/12

For: Board of County Commissioners of Escambia County

By: _____
Gene M. Valentino, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk
(SEAL)

BCC Approved: _____

For Recipient(s):

[Signature]
Randall S. Speigle, Property Owner

[Signature]
Clara A. Speigle, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 11th day of December, 2012 by Randall S. Speigle, Property Owner. He () is personally known to me or () has produced FLCIS124...62...0 as identification.

The foregoing instrument was acknowledged before me this 11th day of December, 2012 by Clara A. Speigle, Property Owner. She () is personally known to me or () has produced FLCIS124...60...0 as identification.



[Signature]
Signature of Notary Public

Clara F. Long
Printed Name of Notary Public

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): Randall S. and Clara A. Speigle
Property Address: 100 Milton 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>Randall S. and Clara A. Speigle</u>	Address of Property <u>100 Milton Road</u> <u>Pensacola, FL 32507</u>	Property Reference No. <u>50-2S-30-5012-025-027</u>
---	--	--

Total Amount of Lien **\$845**

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(s):

Randall S. Speigle
Randall S. Speigle, Property Owner

Clara A. Speigle
Clara A. Speigle, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 11th day of December, 2012 by Randall S. Speigle, Property Owner. He () is personally known to me or () has produced FL Lic S124...62...0 as identification.

The foregoing instrument was acknowledged before me this 11th day of December, 2012 by Clara A. Speigle, Property Owner. She () is personally known to me or () has produced FL Lic S124...60...0 as identification.



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

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

By: _____
Gene M. Valentino, Chairman

ATTEST: **PAM CHILDERS**
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: Justin Hual
Title: ACR
Date: 12/7/12

Escambia County Property Appraiser
502S305012025027



Sanitary Sewer Connection
100 Milton Rd- Sprengle



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3668

County Administrator's Report 14. 17.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/17/2013

Issue: Residential Rehab Grant Program Funding and Lien Agreements for 226 Payne Road

From: Keith Wilkins

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 226 Payne Road - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following January 17, 2013, 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 226 Payne Road:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Alan A. Tschirgi, the owner of residential property located at 226 Payne Road, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$932, 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 January 17, 2013, a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and Alan A. Tschirgi. 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:

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 Grant for 226 Payne Road

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 17th day of January 2013, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Alan A. Tschirgi, (the "Recipient"), owner of residential property located at 226 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 **\$932**, 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 **\$932**, which shall be comprised of a cash contribution of **\$932**.
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 **17th** day of **January 2013**, and the Project shall be complete on or before the **17th** day of **April 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:

Alan A. Tschirgi
226 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: _____
Gene M. Valentino, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient:

Alan A. Tschirgi

Alan A. Tschirgi, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 12th day of December, 2012 by Alan A. Tschirgi, Property Owner. He/She () is personally known to me or () has produced 47-108-0 FL DE UC as identification.

Carolyn M. Barbours

Signature of Notary Public

(Notary Seal)

Carolyn M. Barbours

Printed Name of Notary Public

This document approved as to form and legal sufficiency.

By: [Signature]

Title: AGF

Date: 12/11/12

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner: Alan A. Tschirgi
Property Address: 226 Payne 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>Alan A. Tschirgi</u>	Address of Property <u>226 Payne Road</u> <u>Pensacola, FL 32507</u>	Property Reference No. <u>50-2S-30-6090-381-018</u>
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Total Amount of Lien **\$932**

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:

Alan A. Tschirgi
Alan A. Tschirgi, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 12th day of December, 2012 by Alan A. Tschirgi, Property Owner. He/She () is personally known to me or () has produced FL DL as identification.

(Notary Seal)

Carolyn Barbour
Signature of Notary Public
Carolyn Barbour
Printed Name of Notary Public

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

By: _____
Gene M. Valentino, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

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 Hood
Title: ACF
Date: 12/11/12



Sanitary Sewer Connection
226 Payne Rd -
Tschirgi



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3670

County Administrator's Report 14. 18.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/17/2013

Issue: Residential Rehab Grant Program Funding and Lien Agreements for 106 Milton Road

From: Keith Wilkins

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 106 Milton Road - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following January 17, 2013, 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 106 Milton Road:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Randall S. Speigle, the owner of residential property located at 106 Milton Road, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$870, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, 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 January 17, 2013, a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and Randall S. Speigle. A rendering of the project is attached.

BUDGETARY IMPACT:

Funding for the Grant will be provided through the Barrancas TIF, Fund 151, Cost Center 220519, Object Code 58301.

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 for 106 Milton Road

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 17th day of January 2013, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Randall S. Speigle, (the "Recipient"), owner of residential property located at 106 Milton 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 matching Grant in the maximum amount of **\$870**, 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 **\$870**, which shall be comprised of a cash contribution of **\$870**.
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 **17th** day of **January 2013**, and the Project shall be complete on or before the **17th** day of **April 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:

Randall S. Speigle
102 Milton Road
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. **No Discrimination:** The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. **Entire Agreement:** This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. **No Waiver:** This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

This document approved as to form and legal sufficiency.

By: [Signature]
Title: Att
Date: 12/7/12

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

By: _____
Gene M. Valentino, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient:

[Signature]
Randall S. Speigle, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 11th day of December, 2012 by **Randall S. Speigle**, Property Owner. He/She () is personally known to me or () has produced FL Lic S124...62..0 as identification.



[Signature]
Signature of Notary Public

Clara F Long
Printed Name of Notary Public

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner: Randall S. Speigle
Property Address: 106 Milton 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 <u>Randall S. Speigle</u>	Address of Property <u>106 Milton Road</u> <u>Pensacola, FL 32507</u>	Property Reference No. <u>50-2S-30-5012-022-027</u>
---	--	--

Total Amount of Lien **\$870**

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.

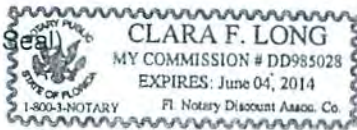
For Recipient:

Randall S. Speigle
Randall S. Speigle, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 11th day of December, 2012 by **Randall S. Speigle**, Property Owner. He/She () is personally known to me or () has produced FL Lic S124... 62... 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: _____
Gene M. Valentino, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

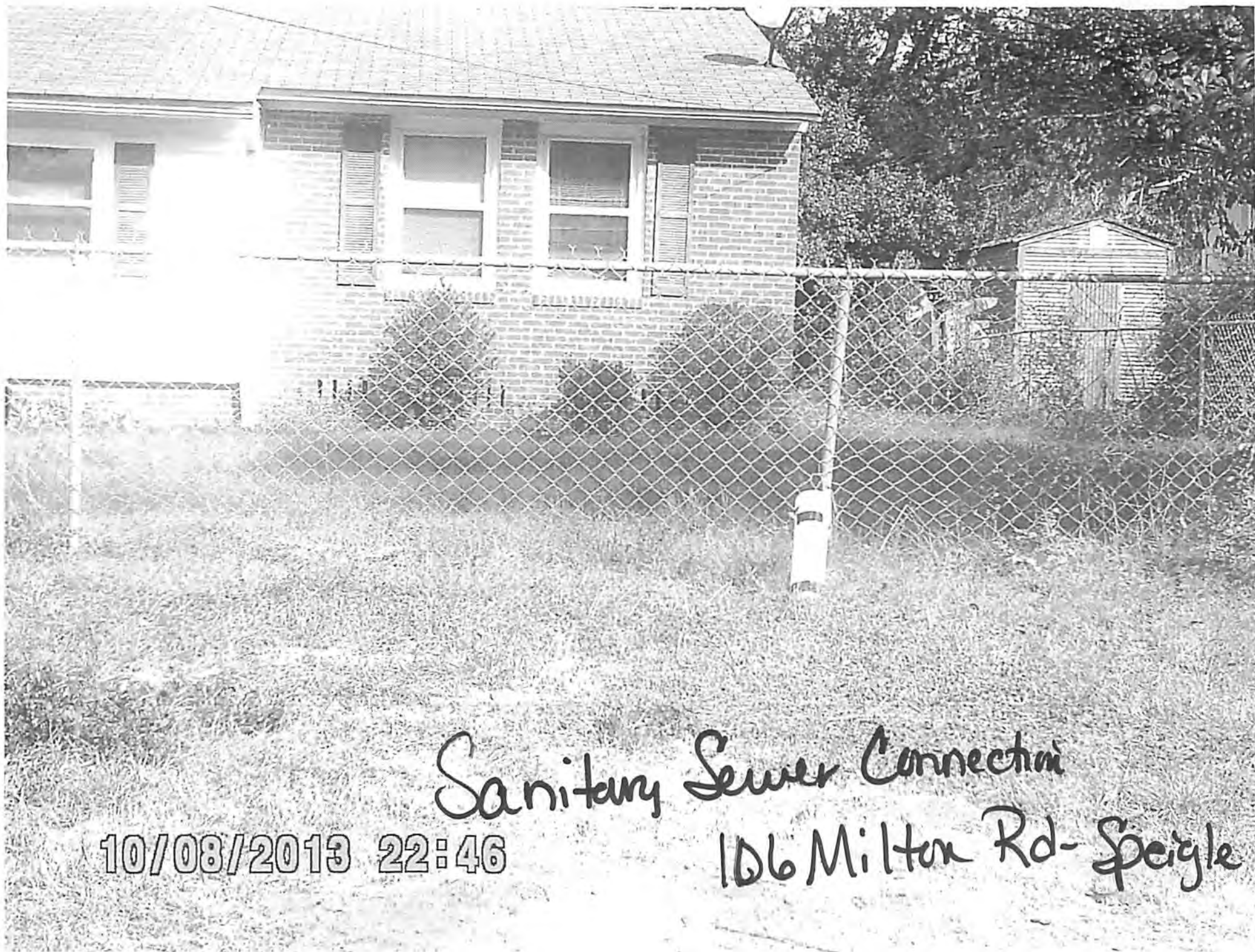
BCC Approved: _____

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: Kristin Huel
Title: ACT
Date: 12/7/12



Sanitary Sewer Connection

10/08/2013 22:46

106 Milton Rd - Speigle



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3671

County Administrator's Report 14. 19.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/17/2013

Issue: Residential Rehab Grant Program Funding and Lien Agreements for 102 Milton Road

From: Keith Wilkins

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 102 Milton Road - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following January 17, 2013, 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 102 Milton Road:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Clara A. Speigle, the owner of residential property located at 102 Milton Road, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$857, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, 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 January 17, 2013, a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and Clara A. Speigle. A rendering of the project is attached.

BUDGETARY IMPACT:

Funding for the Grant will be provided through the Barrancas TIF, Fund 151, Cost Center 220519, Object Code 58301.

LEGAL CONSIDERATIONS/SIGN-OFF:

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 Grant for 102 Milton Road

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 17th day of January 2013, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Clara A. Speigle, (the "Recipient"), owner of residential property located at 102 Milton 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 matching Grant in the maximum amount of **\$857**, 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 **\$857**, which shall be comprised of a cash contribution of **\$857**.
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 **17th** day of **January 2013**, and the Project shall be complete on or before the **17th** day of **April 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:

Clara A. Speigle
102 Milton Road
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. **No Discrimination:** The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. **Entire Agreement:** This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. **No Waiver:** This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

This document approved as to form and legal sufficiency.

By: [Signature]
Title: ACF
Date: 12/7/12

For: Board of County Commissioners of Escambia County

By: _____
Gene M. Valentino, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

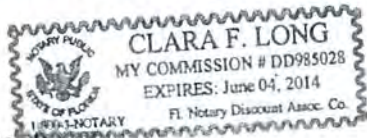
(SEAL)

For Recipient:

[Signature]
Clara A. Speigle, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 11th day of December, 2012 by Clara A. Speigle, Property Owner. He/She () is personally known to me or () has produced FLS124...60...0 as identification.



(Notary Seal)

[Signature]
Signature of Notary Public

Clara F. Long
Printed Name of Notary Public

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner: Clara A. Speigle
Property Address: 102 Milton 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
Clara A. Speigle

Address of Property
102 Milton Road
Pensacola, FL 32507

Property Reference No.
50-2S-30-5012-024-027

Total Amount of Lien

\$857

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:

Clara A. Speigle
Clara A. Speigle, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 11th day of December, 2012 by Clara A. Speigle, Property Owner. He/She () is personally known to me or () has produced FL Lic. S124 p. 10. D as identification.



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

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

By: _____
Gene M. Valentino, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

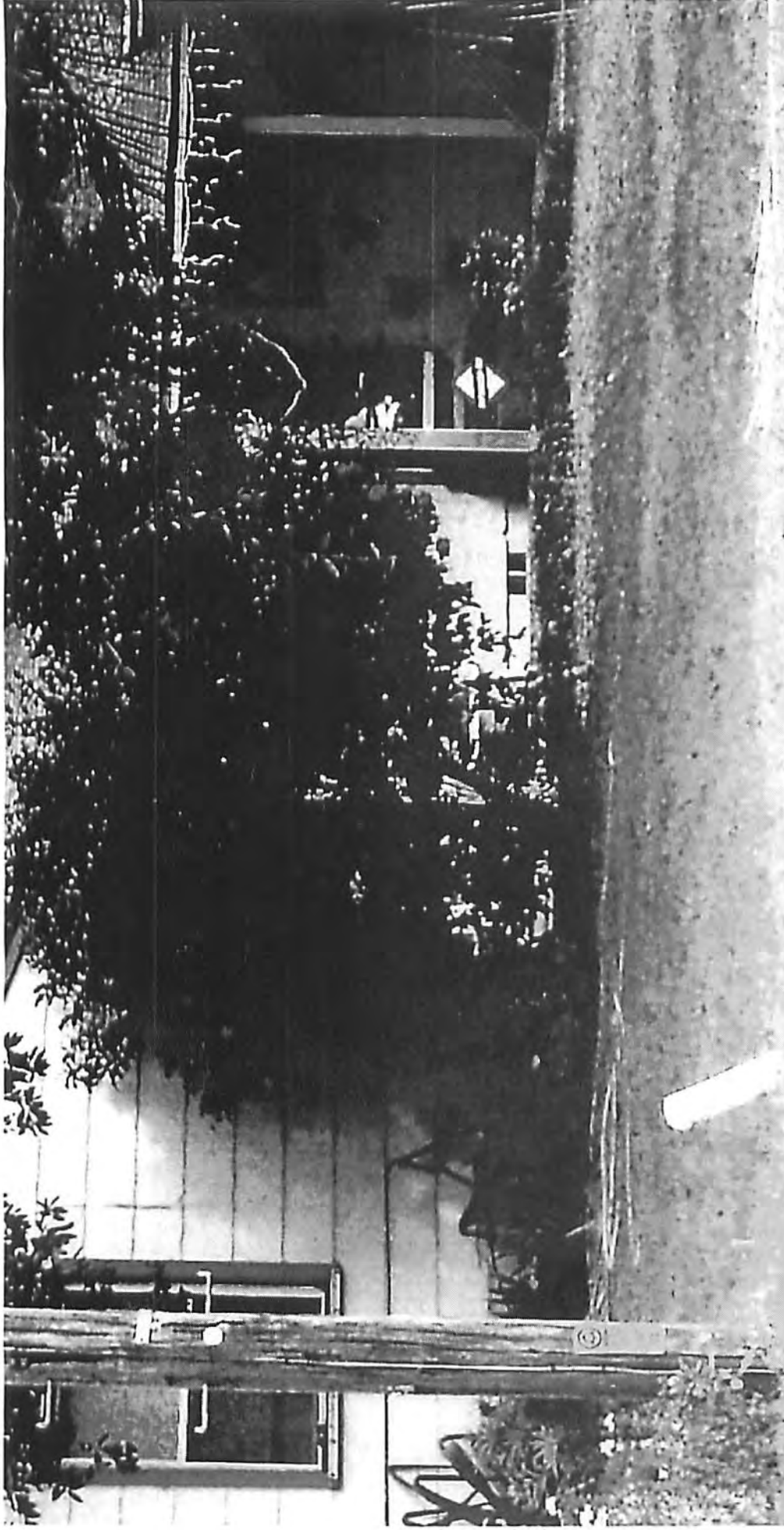
BCC Approved: _____

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: Christina Childers
Title: ACA
Date: 12/7/12



Sanitary Sewer Connection
102 Milton Rd. Speigle

10/08/2013 21:39



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3672

County Administrator's Report 14. 20.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/17/2013

Issue: Commercial Sign Grant Program Funding Agreement for 4000 North Palafox Street

From: Keith Wilkins

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Commercial Sign Grant Program Funding Agreement for 4000 North Palafox Street - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following January 17, 2013, 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 Program Funding Agreement for the property located at 4000 North Palafox Street:

A. Approving the Commercial Sign Grant Program Funding Agreement between Escambia County CRA and Sand Castle Academy, Inc., owner of commercial property located at 4000 North Palafox Street, Pensacola, Florida, in the Palafox Redevelopment Area, each in the amount of \$2,000, representing an in-kind match through the Palafox Increment Financing (TIF), Fund 151, Cost Center 220517, Object Code 58301, and/or Neighborhood Enterprise Foundation, Inc. (NEFI), 2010 Community Development Block Grant (CDBG), Fund 129, Cost Center 220435, Object Code 58301, for replacing an existing free-standing sign; and

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

BACKGROUND:

On January 17, 2013, a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and Sand Castle Academy, Inc. A rendering of the project is attached.

BUDGETARY IMPACT:

Funding for the Grant will be provided through the Palafox Tax Increment Financing (TIF), Fund 151, Cost Center 220517, Object Code 58301, and/or Neighborhood Enterprise Foundation, Inc. (NEFI) 2010 Community Development Block Grant (CDBG), Fund 129, Cost Center 220435, 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

Commercial Sign Grant for Sand Castle Academy

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
COMMERCIAL SIGN GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 17th day of January 2013, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Sand Castle Academy, Inc., (the "Recipient"), owner of commercial property located at 4000 North Palafox Street, Pensacola, Florida, 32505.

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 **\$2,000**, 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 **\$2,000**, which shall be comprised of a cash contribution of **\$2,000**.
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 **17th** day of **January 2013**, and the Project shall be complete on or before the **17th** day of **April 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:

<u>County:</u> Clara Long, Urban Planner, CRA Community & Environment Department 221 Palafox Place, Suite 305 Pensacola, Florida 32505	<u>Recipient:</u> Sand Castle Academy, Inc. c/o Kerry Kust 4000 North Palafox Street Pensacola, FL 32505
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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: HCF
Date: 12/5/12

For: Escambia County Board of County Commissioners

By: _____
Gene M. Valentino, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

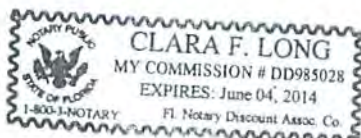
For Recipient: Sand Castle Academy, Inc.

[Signature]
Kerry Kust, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 12th day of December 2012 by Kerry Kust, Property Owner. He/She () is personally known to me or () has produced PLlic K 230...76...0 as identification.

(Notary Seal)



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

EXHIBIT I

COMMERCIAL SIGN GRANT PROJECT

Property Owner: Sand Castle Academy, Inc.
Property Address: 4000 North Palafox Street, Pensacola, FL 32505

The "Project" includes the following improvements to the above referenced property:

Replace the existing free standing sign.

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



Double Sided Sign Elevation

- (A) Manufacture new double sided internally illuminated sign cabinet w/ pan-formed polycarbonate faces and graphics applied on 1st surface. Old/existing sign to be removed and disposed.
- (B) Existing readerboard sign to remain as-is and no modifications.
- (C) Existing brick structure to be plastered over with new stucco texture and corresponding colors. This work to be by others.



Existing Sign



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3688

County Administrator's Report 14. 21.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/17/2013

Issue: Residential Rehab Grant Program Funding and Lien Agreements for 1303 Poppy Avenue

From: Keith Wilkins, REP

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 1303 Poppy Avenue - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following January 17, 2013, 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 1303 Poppy Avenue:

- A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Ian C. and Teresa A. Skelley, the owners of residential property located at 1303 Poppy Avenue, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$1,100, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, 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 January 17, 2013, a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and Ian C. and Teresa Skelley. A rendering of the project is attached.

BUDGETARY IMPACT:

Funding for the Grant will be provided through the Barrancas TIF, Fund 151, Cost Center 220519, Object Code 58301.

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 Grant for 1303 Poppy Avenue

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 17th day of January 2013, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Ian C. and Teresa A. Skelley, (the "Recipient(s)"), owner of residential property located at 1303 Poppy Avenue, 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 **\$1,100**, 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 **\$1,100**, which shall be comprised of a cash contribution of **\$1,100**.
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 **17th** day of **January 2013**, and the Project shall be complete on or before the **17th** day of **April 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:

Mr. & Mrs. Ian Skelley
1303 Poppy Avenue
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. **No Discrimination:** The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. **Entire Agreement:** This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. **No Waiver:** This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

This document approved as to form and legal sufficiency.

By: [Signature]
Title: ACA
Date: 12/11/12

For: Board of County Commissioners of Escambia County

By: _____
Gene M. Valentino, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipients:

[Signature]
Ian C. Skelley, Property Owner
[Signature]
Teresa A. Skelley, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 13th day of December, 2012 by Ian C. Skelley, Property Owner. He () is personally known to me or () has produced _____ as identification.

The foregoing instrument was acknowledged before me this 13th day of December, 2012 by Teresa A. Skelley, Property Owner. She () is personally known to me or () has produced _____ as identification.

(Notary Seal)

MARY A. MACGREGOR
Notary Public, State of Florida
My Comm. Expires Nov. 17, 2014
Comm. No. EE 19435

[Signature]
Signature of Notary Public

Mary A. MacGregor
Printed Name of Notary Public

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner: Ian C. and Teresa A. Skelley
Property Address: 1303 Poppy Avenue, 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>Ian C. and Teresa A. Skelley</u>	Address of Property <u>1303 Poppy Avenue Pensacola, FL 32507</u>	Property Reference No. <u>50-2S-30-5000-002-003</u>
---	--	---

Total Amount of Lien **\$1,100**

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 Recipients:

[Signature]
Ian C. Skelley, Property Owner
[Signature]
Teresa A. Skelley, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

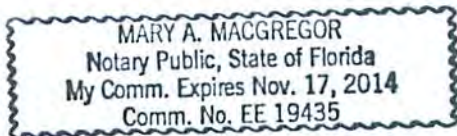
The foregoing instrument was acknowledged before me this 13th day of December, 2012 by Ian C. Skelley, Property Owner. He () is personally known to me or () has produced _____ as identification.

The foregoing instrument was acknowledged before me this 13th day of December, 2012 by Teresa A. Skelley, Property Owner. She () is personally known to me or () has produced _____ as identification.

[Signature]
Signature of Notary Public

(Notary Seal)

Mary A. MacGregor
Printed Name of Notary Public



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

By: _____
Gene M. Valentino, Chairman

ATTEST: PAM CHILDERS
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: [Signature]
Title: ACA
Date: 12/11/12



Sanitary sewer connection
1303 Poppy Ave - Skelley



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3693

County Administrator's Report 14. 22.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/17/2013

Issue: Cancellation of Six Commercial Grant Liens

From: Keith Wilkins, REP

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Cancellation of Six Commercial Grant Liens - Keith Wilkins,
Community & Environment Department Director

That the Board ratify the following January 17, 2013, 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:

A. Approving the following six Commercial Facade, Landscape, and Infrastructure Grant Program Lien Cancellations, since the Grant recipients have met their Grant requirements:

Property Owner's Name	Property Address	Lien Amount
AMA Vetcare, Inc.	3835 West Navy Boulevard	\$10,000
Drake Enterprise, LLC	3904 West Navy Boulevard	\$10,000
Michael Mahn	3111 West Fairfield Drive	\$10,000
Caribbean Landscaping of NWFL	3704 West Navy Boulevard	\$10,000
DM Forest Creek, LLC	34 Patton Drive	\$8,422
Terry Hale	2323 North "E" Street	\$10,000

B. Authorizing the Chairman to execute the Cancellation of Liens.

BACKGROUND:

The aforementioned property owners have satisfied the one-year compliance with the Grant program.

BUDGETARY IMPACT:

No budgetary impact is anticipated.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed and approved the two Cancellations of Liens as to form and legal sufficiency.

PERSONNEL:

Community and Environment Department/ Community Redevelopment Agency CED/CRA staff will coordinate and administer the Commercial Facade Grant Program.

POLICY/REQUIREMENT FOR BOARD ACTION:

Current practice requires Board approval of the Commercial Facade Grant Program lien cancellations.

IMPLEMENTATION/COORDINATION:

Upon obtaining the Chairman's signature, the Clerk of Court will record the Cancellations of Liens.

Attachments

Lien Cancellation Documents

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **\$10,000**, executed by **AMA Vetcare, Inc.**, and recorded in Official Record Book **6756** at pages **965-966**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Commercial Façade, Landscape, and Infrastructure Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Commercial Façade, Landscape, and Infrastructure Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Gene M. Valentino, Chairman

ATTEST: **Pam Childers**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Prepared by:
Clara Long, Urban Planner II
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

This document approved as to form
and legal sufficiency.
By: _____
Title: _____
Date: 12/7/12

Escambia County
Clerk's Original
4/21/2011 CAR11-18

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

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
<u>AMA Vetcare, Inc.</u>	<u>3835 West Navy Boulevard Pensacola, Florida 32507</u>	<u>38-2S-30-1000-013-005</u>

Total Amount of Lien \$10,000

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.

Ernie Lee Magaha
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2011068872 03/25/2011 at 10:57 AM
OFF REC BK: 6756 PG: 985 - 988 Doc Type: L
RECORDING: \$18.50

Verified By: *K. Nacas-tru*
Date: *4/26/11*

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

For Recipient: **AMA Vetcare, Inc.**

Andrew Armani
Andrew Armani, President

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 9th day of March, 2011 by Andrew Armani, President of AMA Vetcare, Inc. He/She is personally known to me or has produced FLIC A655...340.0 as identification.

(Notary Seal)



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

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

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

BCC Approved: 04-21-2011

ATTENTION: **NIE LEE MAGAHA**
Clerk of the Circuit Court
By: *Doris Harris*
Deputy Clerk



Date Executed
4/21/2011

This document approved as to form and legal sufficiency.

By: *Justin Huel*
Title: ACA
Date: 3/3/11

This instrument prepared by:
Clara Long, Urban Planner
Community & Environment Bureau
Community Redevelopment Agency
221 Palafox Place, Suite 305, Pensacola, FL 32502
H:\Community & Environment Bureau\Divisions\Community Redevelopment Agency\Programs\GNT-000 Grants\Grant Agreements\2011\Drake Ent_3920 Navy Blvd_022011.doc

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **\$10,000**, executed by **Drake Enterprise, LLC.**, and recorded in Official Record Book **6721** at pages **1612-1613**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Commercial Façade, Landscape, and Infrastructure Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Commercial Façade, Landscape, and Infrastructure Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Gene M. Valentino, Chairman

ATTEST: **Pam Childers**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Prepared by:
Clara Long, Urban Planner II
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

This document approved as to form
and legal sufficiency.

By: Justin Hual

Title: HCA

Date: 12/7/12

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

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
<u>Drake Enterprise, LLC</u>	<u>3904 West Navy Boulevard Pensacola, Florida 32507</u>	<u>38-2S-30-1000-170-006</u>

Total Amount of Lien **\$10,000**

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

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

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

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

Verified By: *K. MacArthur*

Date: *4/20/11*

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

For Recipient: Drake Enterprise, LLC

Gregory Drake
Gregory Drake, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 31st day of January, 2011 by Gregory Drake, Property Owner. He/She () is personally known to me or () has produced FL DRIVERS License as identification.



Venera Cardia-Lively
Signature of Notary Public
VENERA CARDIA-LIVELY
Printed Name of Notary Public

For: Board of County Commissioners
of Escambia County

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

BCC Approved: 04-21-2011

ATTEST: *Ernie Lee Magaha*
Ernie Lee Magaha, Clerk of the Circuit Court
By: *Debra Harris*
Debra Harris, Deputy Clerk



Date Executed
4/21/2011

This document approved as to form and legal sufficiency.
By: *Justin Huel*
Title: ACA
Date: 4/27/11

This instrument prepared by:
Clara Long, Urban Planner
Community & Environment Bureau
Community Redevelopment Agency
221 Palafox Place, Suite 305, Pensacola, FL 32502
H:\NESD\CRA\GRANTS\Grant Agreements\2011\Drake Ent_3900 Navy Blvd_022011.doc

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of \$10,000, executed by Michael Mahn, and recorded in Official Record Book 6739 at pages 1652-1653, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Commercial Façade, Landscape, and Infrastructure Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Commercial Façade, Landscape, and Infrastructure Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Gene M. Valentino, Chairman

ATTEST: **Pam Childers**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Prepared by:
Clara Long, Urban Planner II
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

This document approved as to form
and legal sufficiency.

By: *Justin Huel*

Title: ACF

Date: 12/7/12

Escambia County
Clerk's Original
5/19/2011 CARILW

Ernie Lee Magaha
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2011046464 07/11/2011 at 03:20 PM
OFF REC BK: 6739 PG: 1652 - 1653 Doc Type: L
RECORDING: \$18.50

**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>Michael Mahn</u>	<u>3111 West Fairfield Drive Pensacola, Florida 32505</u>	<u>16-2S-30-1300-001-039</u>

Total Amount of Lien **\$10,000**

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

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

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

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

Verified By: *d. Macawh...*
Date: 5/20/11

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

For Recipient:

[Signature]
Michael Mahn, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 20th day of April, 2011 by Michael Mahn, Property Owner. (H/She) is personally known to me or (✓) has produced FLICMSD... 407.0 as identification.



[Signature]
Signature of Notary Public
Clara Long
Printed Name of Notary Public

For: Escambia County
Board of County Commissioners

By: [Signature]
(Kevin W. White, Chairman)

BCC Approved: May 19, 2011
Date Executed

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court
[Signature]
Deputy Clerk



This document approved as to form and legal sufficiency.

By: [Signature]
Title: ACA
Date: 4/18/11

This instrument prepared by:
Clara Long, Urban Planner
Community & Environment Bureau
Community Redevelopment Agency
221 Palafox Place, Suite 305, Pensacola, FL 32502
H:\Community & Environment Bureau\Divisions\Community Redevelopment Agency\Programs\GNT-000 Grants\Grant Agreements\2011\Michael Mahn__3111 W Fairfield_052011.doc

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **\$10,000**, executed by **Caribbean Landscaping of NWFL**, and recorded in Official Record Book **6780** at pages **1584-1585**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Commercial Façade, Landscape, and Infrastructure Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Commercial Façade, Landscape, and Infrastructure Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Gene M. Valentino, Chairman

ATTEST: **Pam Childers**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Prepared by:
Clara Long, Urban Planner II
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

This document approved as to form
and legal sufficiency.

By: Justin Hual
Title: ACA
Date: 12/7/12

Escambia County
Clerk's Original
8/18/2011 CAR 11-21

Ernie Lee Magaha
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2011076618 11:01/2011 at 08:16 AM
OFF REC BK: 6780 PG: 1584 - 1585 Doc Type: L
RECORDING: \$18.50

**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>Caribbean Landscaping of NWFL</u>	<u>3704 West Navy Boulevard Pensacola, Florida 32507</u>	<u>38-2S-30-1000-002-002</u>

Total Amount of Lien \$10,000

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

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

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

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

Verified By: *H. Macaustun*

Date: *8/19/11*

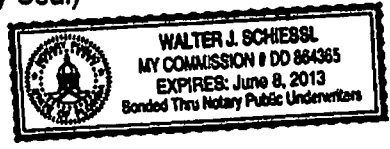
I warrant that the property is not homestead as defined by the Constitution and laws of the State of Florida.

For Recipient: Caribbean Landscaping of NWFL
Steven J. Ackerman
Steven J. Ackerman, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA SANTA ROSA

The foregoing instrument was acknowledged before me this 22 day of July, 2011 by Steven J. Ackerman, Property Owner. He/~~She~~ () is personally known to me or () has produced FLORIDA DRIVER LICENSE as identification.

(Notary Seal)

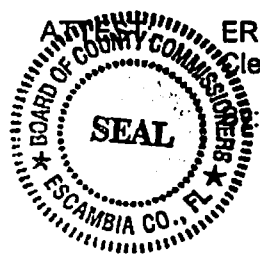


Walter J. Schiessl
Signature of Notary Public
WALTER J SCHIESSL
Printed Name of Notary Public

For: Escambia County
Board of County Commissioners

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

BCC Approved: 08-18-2011



ERNIE LEE MAGAHA
Clerk of the Circuit Court

Doris Harris
Deputy Clerk

Date Executed

8/18/2011

This instrument prepared by:
Clara Long, Urban Planner
Community & Environment Department
Community Redevelopment Agency
3363 Park Place, Pensacola, FL 32505

This document approved as to form and legal sufficiency.

By: [Signature]
Title: HCA
Date: 7/19/11

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **\$8,422**, executed by **DM Forest Creek, LLC**, and recorded in Official Record Book **6721** at pages **1614-1615**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Commercial Façade, Landscape, and Infrastructure Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Commercial Façade, Landscape, and Infrastructure Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Gene M. Valentino, Chairman

ATTEST: **Pam Childers**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Prepared by:
Clara Long, Urban Planner II
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

This document approved as to form
and legal sufficiency.

By: _____

Title: _____

Date: 12/7/12

Escambia County
Clerk's Original

9/16/2010 CAR IF-13

Ernie Lee Magaha
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2011032914 05/18/2011 at 11:44 AM
OFF REC BK: 6721 PG: 1614 - 1615 Doc Type: L
RECORDING: \$18.50

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

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
<u>DM Forest Creek, LLC</u>	<u>34 Patton Drive</u> <u>Pensacola, Florida 32507</u>	<u>50-2S-30-4590-000-001</u>

Total Amount of Lien **\$8,422**

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.

Date: 9/21/2010 Verified By: *H. Carver*

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

For Recipient: DM Forest Creek, LLC

Douglas M. Hickok, -Manager

STATE OF ~~FLORIDA~~ Texas
COUNTY OF ~~ESCAMBIA~~ Collin *cf 8/5/2010*

The foregoing instrument was acknowledged before me this 5th day of August, 2010 by Douglas M. Hickok, Manager. He/She is personally known to me or has produced _____ as identification.

(Notary Seal)

Jennifer L. Satterfield
Signature of Notary Public
Jennifer L. Satterfield
Printed Name of Notary Public



For: Escambia County
Community Redevelopment Agency

By: Grover C. Robinson, IV
Grover C. Robinson, IV, Chairman

BCC Approved: 09-16-2010

Date Executed

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

9/16/2010

By: Oris Harris
Deputy Clerk

This document approved as to form and legal sufficiency.

By: Christina Hua
Title: 4CA
Date: 8/3/10



This instrument prepared by:
Clara Long, Redeveloper II
Community & Environment Bureau
Community Redevelopment Agency
221 Palafox Place, Suite 305, Pensacola, FL 32502
H:\WESD\CRA\GRANTS\Grant Agreements\2010\DM Forest Creek__34 Patton Dr_092010.doc

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **\$10,000**, executed by **Terry Hale**, and recorded in Official Record Book **6735** at pages **517-518**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Commercial Façade, Landscape, and Infrastructure Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Commercial Façade, Landscape, and Infrastructure Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Gene M. Valentino, Chairman

ATTEST: **Pam Childers**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Prepared by:
Clara Long, Urban Planner II
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

This document approved as to form
and legal sufficiency.

By: _____

Title: _____

Date: 12/7/12

Escambia County
Clerk's Original

5/19/2011 CARIL-22

Ernie Lee Magaha
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2011043268 06/27/2011 at 02:37 PM
OFF REC BK: 6735 PG: 517 - 518 Doc Type: L
RECORDING: \$18.50

**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>Terry Hale</u>	<u>2323 North "E" Street Pensacola, Florida 32501</u>	<u>18-2S-30-6000-006-029</u>

Total Amount of Lien **\$10,000**

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.

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

Verified By: *D. MacArthur*

Date: *5/20/11*

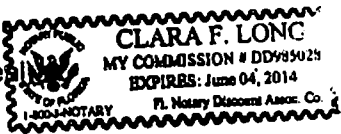
I warrant that the property is not homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

Terry Hale
Terry Hale, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 20th day of April, 2011 by Terry Hale, Property Owner. He She is personally known to me or has produced FLIC #400 ... 209.0 as identification.

(Notary Seal)  CLARA F. LONG
MY COMMISSION # DD993029
EXPIRES: June 04, 2014
FL Notary District Assoc. Co.

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

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

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

BCC Approved: May 19, 2011
Date Executed

ATTEST: Ernie Lee Magaha of the Circuit Court
By: Ernie Lee Magaha
Deputy Clerk



This document approved as to form and legal sufficiency.

By: Kristen Thum
Title: HCA
Date: 4/18/11

This instrument prepared by:
Clara Long, Urban Planner
Community & Environment Bureau
Community Redevelopment Agency
221 Palafox Place, Suite 305, Pensacola, FL 32502
H:\Community & Environment Bureau\Divisions\Community Redevelopment Agency\Programs\GNT-000 Grants\Grant Agreements\2011\T Hale_2323 North E St_052011.doc



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3722

County Administrator's Report 14. 23.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/17/2013

Issue: Voluntary Cleanup Tax Credit Application

From: Keith Wilkins, Department Director

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Voluntary Cleanup Tax Credit Application - Keith Wilkins, Community & Environment Department Director

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

- A. Approve the Application to the FDEP for the VCTC in the amount of \$89,961.92, for the former Escambia County Mosquito Control Facility located at 603 West Romana Street; and
- B. Authorize the Chairman to sign the Application and all related documents.

[Funding Source: In the event of monetary gain, funds will be deposited in Fund 129, CDBG HUD Entitlement, Brownfields]

BACKGROUND:

Environmental Site Cleanup and Remediation at the former Escambia County Mosquito Control facility is ongoing and has totaled \$179,923.84 for the year 2012. The County is eligible to apply for tax credits through the FDEP VCTC Program. This program allows entities and/or individuals to recover certain expenses incurred in the voluntary execution of site assessment/remediation for hazardous materials in the form of tax credits issued by the Florida Department of Revenue through the FDEP. Escambia County is eligible to receive \$89,961.92 in tax credits for 2012.

The VCTC is a State Economic Development Tax Incentive designed to be used against Florida corporate income tax liabilities. The State allows the tax credits to be transferred to another entity one time during the life of the instrument, i.e. through either the sale of the individual VCTC instrument or by assigning the credits to another entity.

BUDGETARY IMPACT:

In the event of monetary gain, funds from the sale of the tax credits will be deposited in Fund 129, CDBG HUD Entitlement, Brownfields.

LEGAL CONSIDERATIONS/SIGN-OFF:

No legal consideration is required for this recommendation.

PERSONNEL:

Community & Environment Division/Community Redevelopment Agency (CED/CRA) staff will coordinate all tasks.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required for submittal of all applications.

IMPLEMENTATION/COORDINATION:

CED/CRA staff, in coordination with the FDEP, shall execute and deliver all documents and perform further actions necessary to complete the application.

Attachments

VCTC Application Backup

Site Rehabilitation Voluntary Cleanup Tax Credit Completeness Checklist

Application #: _____ Brownfields or Facility ID#: 170502001

Applicant's Name: Escambia County Board of County Commissioners

Site Type (Circle one): DSCP DCRPO **Brownfield**

Type(s) of tax credits requested (Circle all that apply):

Annual Site Rehabilitation SRCO Affordable Housing Health Care

(Circle One)

- | | |
|--|-------------------|
| 1. Was the application deadline met (by January 31 of the year following the year in which the costs being claimed were incurred?) | YES NO N/A |
| 2. If DSCP site, is there a copy of the deductible letter and proof of payment? | YES NO N/A |
| 3. If DSCP site, is the amount received the same amount as on the cover letter? | YES NO N/A |
| 4. If DC-RPO site type, is the RPO affidavit signed and notarized (page 3)? | YES NO N/A |
| 5. Is the required supporting documentation included (i.e., contracts, invoices, etc.)? | YES NO N/A |
| 6. Is all information certified by the technical professional (page 9)? | YES NO N/A |
| 7. Is all information certified by the CPA (page 10)? | YES NO N/A |
| 8. Is the CPA's Report included? | YES NO N/A |
| 9. Is the applicant's appropriate financial affidavit signed and notarized (page 11)? | YES NO |
| 10. If application is for Site Rehabilitation, were costs incurred during the eligible calendar year and paid prior to the submittal of the application? | YES NO N/A |
| 11. Is the \$250 application review fee enclosed? | YES NO |
| 12. Is proof of applicant's VCA or BSRA enclosed (cover page and signature page)? | YES NO N/A |
| 13. If there are multiple applicants... | |
| Has each applicant submitted a copy of Section I of the application? | YES NO N/A |
| Has each applicant signed and notarized the appropriate financial affidavit? | YES NO N/A |
| Does each financial affidavit indicate the applicant's cost share percentage? | YES NO N/A |
| 14. If the applicant is claiming the SRCO bonus tax credit, has a copy of the SRCO been provided? | YES NO N/A |
| 15. If the applicant is claiming the Affordable Housing bonus tax credit, was the | YES NO N/A |

certification letter from the Florida Housing Finance Corporation, local housing authority or other government entity submitted?

16. If the applicant is claiming the Health Care bonus tax credit, was a copy of the license or certificate issued pursuant to Sections 408.032, 408.07 or 408.7056, F.S., or a certificate of occupancy for a health care facility or health care provider submitted? YES NO

17. Is the application complete? (Any "NO" answers = incomplete; Complete apps to be reviewed for eligibility) YES NO

18. If the application is incomplete, has the applicant been notified? (If Yes, when ____/____/____) YES NO

Comments: _____



Department of Environmental Protection

VOLUNTARY CLEANUP TAX CREDIT APPLICATION AND AFFIDAVIT

Pursuant to the provisions of s. 376.30781, F.S., application for a Voluntary Cleanup Tax Credit (VCTC) is hereby made. The following information is submitted in support of this application. Please complete the applicable sections of this form, draw a diagonal line through inapplicable sections, and submit the entire application form along with any other required documentation.

Application Number

(FDEP Use Only)

SECTION I. – APPLICANT INFORMATION

A. APPLICANT¹

Name: Gene M. Valentino, Chairman

Address: 221 Palafox
(Street or P.O. Box)

Pensacola Florida 32502
(City) (State) (Zip Code)

Applicant's Point of Contact: Glenn Griffith, Brownfields Coordinator

Telephone Number: (850) 595 – 4920

E-mail: district2@myescambia.com

I request that all correspondence related to this application be sent to the applicant's point of contact at their:

postal address e-mail address (Choose one)

Federal Employment Identification Number (FEID), if applicant is a business: 5 9 6 0 0 0 5 9 8
— (9-digit number)

-OR-

Social Security Number, if applicant is an individual: — — — - — — —
(9-digit number)

B. APPLICANT'S AUTHORIZED AGENT OR REPRESENTATIVE (OPTIONAL)

Name: Glenn Griffith, Brownfields Coordinator

Address: 221 Palafox, Old County Courthouse, Suite 305, 4th Floor
(Street or P.O. Box)

Pensacola Florida 32502
(City) (State) (Zip Code)

Telephone Number: (850) 595 - 3538

E-mail: gcgriffi@myescambia.com

I request that, in addition to the applicant's point of contact, all correspondence related to this application be sent to the applicant's authorized agent or representative at their:

postal address e-mail address *(Choose one)*

1 If multiple tax credit applicants are submitting a joint application for one site, please make copies of this page and have each tax credit applicant complete Section I, Applicant Information of this application.

SECTION II. - SITE INFORMATION

A. SITE IDENTIFICATION

Brownfield Site /Drycleaning Facility Name: Former Escambia County Mosquito Control Facility

Address: 603 W. Romana

(Street or P.O. Box)

Pensacola
(City)

Florida
(State)

32502
(Zip Code)

Brownfield Site Identification Number: B F 1__ 7__ 0__ 5__ 0__ 2__ 0__ 0__ 1__
(9-digit number)

Is there more than one contaminated site, as defined by Department rule, covered by the above Brownfield Site Rehabilitation Agreement (BSRA)? No (Yes/No)

----- OR -----

DEP Drycleaning Facility Identification Number: _____
(9-digit number)

If this application is for a Drycleaning Solvent Cleanup Program (DSCP) site and the Real Property Owner is not the applicant, please provide Real Property Owner information.

Name: _____

Address: _____

(Street or P.O. Box)

(City)

(State)

(Zip Code)

Telephone Number: (____) _____ - _____ E-mail: _____

B. TYPE OF SITE

- (1) A drycleaning solvent contaminated site eligible for state-funded site rehabilitation under s. 376.3078(3), F.S. The applicant must complete **Section II.C.** on page 3;
- (2) A drycleaning solvent contaminated site at which cleanup is undertaken by the real property owner pursuant to s. 376.3078(11), F.S., if the real property owner is not also, and has never been, the owner or operator of the drycleaning facility where the contamination exists. The applicant must complete **Section II.D.** on page 3; or
- (3) A brownfield site in a designated brownfield area under s. 376.80, F.S.

C. DSCP SITES ELIGIBLE FOR STATE-FUNDED SITE REHABILITATION

See paragraph 62-788.300(3)(d), F.A.C.

If box B.(1) is checked on page 2, the applicant must submit with this application a copy of the Department's eligibility order for the DSCP and the appropriate deductible payment, as indicated in the order. Please include a cashier's check or money order (DO NOT SEND CASH, PERSONAL CHECKS, OR CORPORATE CHECKS) made payable to the Water Quality Assurance Trust Fund. This check or money order must be separate from the \$250 non-refundable application review fee required by Section VIII of this application. Please check the appropriate box below to indicate the amount enclosed or previously paid:

- \$1,000 (complete DSCP applications submitted by June 30, 1997)
- \$5,000 (complete DSCP applications submitted July 1, 1997, through September 30, 1998)
- \$10,000 (complete DSCP applications submitted October 1, 1998, through December 31, 1998)
- Deductible previously paid in _____ (year) VCTC application

D. REAL PROPERTY OWNER AFFIDAVIT

See paragraph 62-788.300(3)(b), F.A.C.

If box B.(2) is checked on page 2, the following affidavit must be signed by the real property owner and notarized:

The undersigned, under penalties of perjury, does solemnly swear that the applicant is the real property owner of the property containing the drycleaning solvent contaminated site at which the applicant is voluntarily conducting site rehabilitation, and that the applicant is not, and has never been, the owner or operator of the drycleaning facility where the contamination exists.

Signature of Real Property Owner or Authorized Corporate Real Property Owner Representative

Date

Print Name of Real Property Owner or Corporate Real Property Owner

Print Name of Authorized Corporate Real Property Owner Representative

Title

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20____, by _____
Real Property Owner's Name

Personally known _____ OR Produced Identification _____

Signature of Notary Public - State of Florida

Type of Identification Produced _____

(Print, type, or stamp Commissioned Name of Notary Public)

SECTION III. – DOCUMENTATION

For more detail, see paragraphs 62-788.300(3)(f) and .330(3)(d), F.A.C.

This application package must include copies of documentation sufficient to demonstrate that the tax credit applicant, which must be the signatory to a Voluntary Cleanup Agreement or BSRA, incurred and paid the costs that were either integral to site rehabilitation or that were for solid waste removal (applies to BSRAs only). Costs for **site rehabilitation** must have been incurred between January 1 and December 31 of the year for which the application is being submitted and paid prior to submittal of the tax credit application; costs for **solid waste removal** must have been incurred and paid since July 1, 2006.

The documentation must clearly describe the goods or services and associated costs that are being claimed in the application. Copies of documents for goods or services that are being claimed must be sufficient to demonstrate a link between the contractual records, the payment requests associated with the contractual records, and the payment records for the claimed portions of the payment requests, as required by each of the following three paragraphs:

1. Contractual records that describe the scope of work performed during the applicable time period that was either integral to site rehabilitation or for solid waste removal. Examples include: contracts, documentation of contract negotiations, proposals, work orders, task orders, and change orders; and
2. Payment requests that describe the goods or services provided in support of the above scope of work. Examples include: invoices, sales tickets, and account statements. **Payment request documents that include costs for goods or services that are not being claimed in the VCTC application must clearly identify which costs are being claimed;** and
3. Payment records that describe the actual costs incurred and paid for the goods or services above. Examples include: cancelled checks, or other payment records from purchases, sales, leases, or other transactions.

The Certified Public Accountant (CPA) and Technical Professional Certifications are not required if the applicant is claiming only an Affordable Housing, Health Care, and/or SRCO VCTC, because the tax credit applicant will have previously provided this documentation in the annual site rehabilitation application(s).

SECTION IV. – TAX CREDIT CLAIM AND CALCULATION

A. TYPE OF TAX CREDIT CLAIMED *(Check all that apply and complete additional sections as directed)*

- (a) Site Rehabilitation; requires completion of Section IV.B.
 (b) Site Rehabilitation Completion Order bonus; requires completion of Section IV.C.
 (c) Affordable Housing bonus; requires completion of Section IV.D.
 (d) Health Care bonus; requires completion of Section IV.E.
 (e) Solid Waste Removal; requires completion of Section IV.F.

B. SITE REHABILITATION

See Rule 62-788.300, F.A.C.

Complete this section to claim a credit in the amount of 50% of the cost of voluntary cleanup activity that was integral to site rehabilitation conducted during the calendar year for which this tax credit application is being submitted.

- Total site rehabilitation costs incurred and paid by the applicant for this calendar year \$ \$179,923.84
- 50% of the amount on line 1. or \$500,000 - whichever is less \$ \$ 89,961.92 **Site Rehabilitation tax credit claimed**
- Joint applicant – The percentage and corresponding amount of site rehabilitation costs on line 1. contributed by the joint applicant for this calendar year
Joint applicant name _____
_____ % contributed
\$ _____ Amount contributed

C. SITE REHABILITATION COMPLETION ORDER BONUS

See Rule 62-788.300, F.A.C.

If the Department issued a "No Further Action" (NFA) order (i.e., Site Rehabilitation Completion Order - SRCO) for the contaminated site, complete this section to claim the SRCO bonus in accordance with the dates and percentages in the table below.

- Total eligible site rehabilitation costs incurred and paid by the applicant from July 1, 1998 through June 30, 2006 \$ _____
- 10% of the amount on line 1. or \$50,000 - whichever is less \$ _____ **SRCO bonus claimed before July 1, 2006**
- Total eligible site rehabilitation costs incurred and paid by the applicant on or after July 1, 2006 \$ _____
- 25% of the amount on line 3. or \$500,000 - whichever is less \$ _____ **SRCO bonus claimed on or after July 1, 2006**
- Joint applicant – The percentage and corresponding amount of total eligible site rehabilitation costs on lines 1. and 3. contributed by the applicant
Joint applicant name _____
_____ % contributed
\$ _____ Amount contributed

- *If multiple tax credit applicants are submitting a joint application for one site, please have each applicant indicate that applicant's percentage and amount contributed to payment of site rehabilitation costs on a copy of this page and have each applicant complete a separate copy of the affidavit in Section VII.*
- *The combined SRCO bonus amount claimed for site rehabilitation conducted before and after June 30, 2006 cannot exceed \$500,000.*

D. AFFORDABLE HOUSING BONUS

See Rule 62-788.310, F.A.C.

If use of the brownfield site identified in the BSRA is limited to affordable housing, complete this section to claim a tax credit in the amount of 25% of the eligible cost of voluntary cleanup activity that was integral to site rehabilitation and incurred on or after July 1, 2006.

1. Total eligible site rehabilitation costs incurred and paid by the applicant on or after July 1, 2006

\$ _____

2. 25% of the amount on line 1. or \$500,000 - whichever is less

\$ _____ **Affordable Housing bonus claimed**

3. Joint applicant - The percentage and corresponding amount of total eligible site rehabilitation costs on line 1. contributed by the applicant

Joint applicant name _____

_____ % contributed

\$ _____ Amount contributed

In accordance with Rule 62-788.310(2), F.A.C., please provide a certification letter from the party to the use agreement that is identified below.

(a) Florida Housing Finance Corporation

(b) Local housing authority _____ (Name of Agency)

(c) Other government agency _____ (Name of Agency)

➤ *If multiple tax credit applicants are submitting a joint application for one brownfield site, please have each applicant indicate that applicant's percentage and amount contributed to payment of site rehabilitation costs on a copy of this page and have each applicant complete a separate copy of the affidavit in Section VII.*

E. HEALTH CARE FACILITY OR HEALTH CARE PROVIDER BONUS

See Rule 62-788.320, F.A.C.

If use of the brownfield site identified in the BSRA includes a health care facility or a health care provider, pursuant to Sections 408.032, 408.07, or 408.7056, F.S., complete this section to claim a credit in the amount of 25% of the eligible cost of voluntary cleanup activity that was integral to site rehabilitation and incurred on or after **January 1, 2008**.

1. Total eligible site rehabilitation costs incurred and paid by the applicant on or after January 1, 2008

\$ _____

2. 25% of the amount on line 1. or \$500,000 - whichever is less

\$ _____ **Health Care Facility/Provider bonus claimed**

3. Joint applicant - The percentage and corresponding amount of total eligible site rehabilitation costs on line 1. contributed by the applicant

Joint applicant name _____

_____ % contributed

\$ _____ Amount contributed

Please check the category of health care facility or health care provider and specify the type of facility/provider in the space provided.

(a) Health Care Facility pursuant to Section 408.032, F.S., _____

(b) Health Care Facility/Provider pursuant to Section 408.07, F.S., _____

(c) Health Care Provider pursuant to Section 408.7056, F.S., _____

Health Care Facility/Provider claimed in this application:

Doing Business As: _____

Address: _____

City: _____ County: _____

Telephone Number: (____) _____ - _____

In accordance with Rule 62-788.320(2), F.A.C., please provide a copy of one of the required supporting documents listed below.

(a) Certificate of Occupancy

(b) License for the operation of the Health Care Facility or Health Care Provider

(c) Certificate for the operation of the Health Care Facility or Health Care Provider

➤ *If multiple tax credit applicants are submitting a joint application for one brownfield site, please have each applicant indicate that applicant's percentage and amount contributed to payment of site rehabilitation costs on a copy of this page and have each applicant complete a separate copy of the affidavit in Section VII.*

F. SOLID WASTE REMOVAL TAX CREDIT

See Rule 62-788.330, F.A.C.

Complete this section to claim a credit in the amount of 50% of the costs incurred and paid by the applicant on or after **July 1, 2006** for solid waste removal from within the boundary of the eligible brownfield site identified in the BSRA.

- 1. Total costs for solid waste removal incurred and paid by the applicant on or after July 1, 2006 \$ _____
- 2. 50% of the amount on line 1. or \$500,000 - whichever is less \$ _____ **Solid Waste Removal tax credit claimed**
- 3. Joint applicant - The percentage and corresponding amount of the solid waste removal costs on line 1. contributed by the applicant
 - Joint applicant name _____
 - _____ % contributed
 - \$ _____ Amount contributed

In accordance with 62-788.330(2), F.A.C., I have consulted with the following local government and DEP officials. With this application, I certify that, to the best of my knowledge, the brownfield site as identified in the BSRA was never operated as a permitted solid waste disposal area or for monetary compensation.

Name of local government official consulted: _____

Title: _____ Telephone Number: (____) _____ - _____

Name of DEP representative consulted: _____

Title: _____ Telephone Number: (____) _____ - _____

➤ *If multiple tax credit applicants are submitting a joint application for one brownfield site, please have each applicant indicate that applicant's percentage and amount contributed to payment of solid waste removal costs on a copy of this page and have each applicant complete a separate copy of the affidavit in Section VII.*

SECTION V. - TECHNICAL PROFESSIONAL CERTIFICATION

For more detail see paragraphs 62-788.300(3)(g) and .330(3)(e), F.A.C.

The following certification shall serve as proof that the voluntary cleanup activities have been conducted under the observation of, and related technical documents have been signed and sealed by, an appropriate professional registered in the State of Florida in each contributing technical discipline associated with the documentation listed in Section III of this application for either annual site rehabilitation or for solid waste removal that has occurred since July 1, 2006, in accordance with department rules and regulations.

Under penalties of perjury, I declare that I have read and understand the requirements of Chapter 62-788, F.A.C., and Sections 376.30781 and 220.1845, F.S. In addition, I certify that I have read the foregoing Voluntary Cleanup Tax Credit application, including all the backup documentation; that I understand and have adhered to the requirements stated on page 4 of this tax credit application; and that the costs incurred and paid by the applicant and claimed in this application were integral, necessary, and required for either site rehabilitation or for solid waste removal, as applicable.

Site Rehabilitation Period Covered by Application

Solid Waste Removal Period Covered by Application

(SEAL)



Signature of Registered Technical Professional

Laura Barnhart

Print Name

12-12-12

Date

Professional Geologist

Print Title (e.g., Professional Engineer, Professional Geologist)

Technical Professional Information:

Name: Laura Barnhart

Address: 1812 E. Mallory St.

(Street or P.O. Box)

Pensacola

(City)

FL

(State)

32503

(Zip Code)

Telephone Number: (850) 255-9215

State of Florida License Number: PG 2643

Expiration Date: 07/31/2014

MEMORANDUM FOR THE DIRECTOR, FBI

RE: [Illegible]

DATE: [Illegible]

61-10-101

[Illegible]

[Handwritten signature]



LANE BARNHART

1817 E. Mallory St.

3023 FT

820922 0812

FG 2/43

07/21/51

SECTION VI. – CERTIFIED PUBLIC ACCOUNTANT CERTIFICATION

For more detail, see paragraphs 62-788.300(3)(h) and .330(3)(f), F.A.C., and subsections 62-788.300(4) and .330 (4), F.A.C.

The following certification shall serve as proof that the documentation submitted in accordance with Section III of this application has been reviewed by the undersigned independent CPA in accordance with standards established by the American Institute of Certified Public Accountants. Specifically, the undersigned CPA is attesting to the accuracy and validity of the costs incurred and paid by the applicant after having conducted an independent review of the data presented by the applicant; that the costs included in the application form are not duplicated within the application; and that the application contains only those costs that were incurred during the timeframe represented in the tax credit application and paid prior to submittal of the tax credit application. In addition, a copy of the Independent CPA's report must be completed whenever an annual site rehabilitation or solid waste removal application is submitted. The CPA is not responsible for attesting to whether the costs claimed are for site rehabilitation or solid waste removal.

Under penalties of perjury, I declare that I have read *A Guideline for Agreed-Upon Procedures for Attestation Service for the Voluntary Cleanup Tax Credit (VCTC) Program*¹, Chapter 62-788, F.A.C., and Sections 376.30781 and 220.1845, F.S., and that I understand the accounting requirements associated with these documents. In addition, I attest that I have read the foregoing Voluntary Cleanup Tax Credit application and that the facts stated in it are true to the best of my knowledge and belief.

For **Site Rehabilitation** applications:

For **Solid Waste Removal** applications:

\$ 179,923.84
Total Site Rehabilitation Amount Claimed in Application

\$ 179,923.84
Total Site Rehabilitation Amount Approved by CPA

1/1/2012-12/31/2012
Time Period Covered by Site Rehabilitation Application

Total Solid Waste Removal Amount Claimed in Application

Total Solid Waste Removal Amount Approved by CPA

Time Period Covered by Solid Waste Removal Application

Jack A. Rowell, CPA
Signature of CPA

Date

CPA Information:

Name: Jack A. Rowell, CPA (Warren Averett, LLC)

Address: 316 South Baylen St Suite 300
(Street or P.O. Box)

Pensacola FL 32502
(City) (State) (Zip Code)

Telephone Number: (850) 444-7204

License Number: AC0010719

Expiration Date: 12/31/14

Original Issue Date: 4/2/82

1 DEP has developed guidance to assist CPAs in the review of VCTC applications. This guidance is entitled A Guideline for Agreed-Upon Procedures Attestation Service for the Voluntary Cleanup Tax Credit (VCTC) Program, October 2010, and may be obtained by calling the VCTC program manager at (850) 245-8927.

SECTION VII. – APPLICANT CERTIFICATION AFFIDAVIT

The undersigned applicant, under penalties of perjury, certifies that (s)he has read and understands the requirements of Chapter 62-788, F.A.C., and Sections 376.30781 and 220.1845, F.S., and that all information contained in this application, including all records of costs incurred and paid and claimed in this tax credit application were by the applicant, and are true and correct.

The following sections of this application have been completed and the appropriate documentation to support these claims is transmitted with this application.

Time Period Covered by the Application

(Check all that apply)

- Section II.C.** Drycleaning Solvent Cleanup Program Sites eligible for State-funded Site Rehabilitation
- Section II.D.** Real Property Owner Affidavit
- Section IV.B.** Site Rehabilitation Tax Credit
- Section IV.C.** Site Rehabilitation Completion Order Bonus
- Section IV.D.** Affordable Housing Bonus
- Section IV.E.** Health Care Facility or Health Care Provider Bonus
- Section IV.F.** Solid Waste Removal Tax Credit

1/1/2012 – 12/31/2012

Signature of Applicant

Date

Gene M. Valentino

Print Name

Chairman

Print Title

Escambia County Board of County Commissioners

Print Company Name (if applicable)

Notary Seal for Applicant's Certification Affidavit

STATE OF FLORIDA

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20____, by _____
Applicant's Name

Personally known _____ OR Produced Identification _____

Signature of Notary Public - State of Florida

Type of Identification Produced _____

(Print, type, or stamp Commissioned Name of Notary Public)

SECTION VIII. – NON-REFUNDABLE APPLICATION REVIEW FEE

For more detail see paragraphs 62-788.300(3)(e), 310(3)(c), 320(3)(c) or 330(3)(c) F.A.C.

Please include a **cashier's check or money order** made payable to the Water Quality Assurance Trust Fund in the amount of \$250 to cover the administrative costs associated with the Department's review of the tax credit application. The \$250 application review fee is non-refundable. Failure to submit the non-refundable application review fee as required by s. 376.30781(6)(a), F.S., shall result in the application being deemed "incomplete", in accordance with Rule 62-788.400, F.A.C.

Send Completed Applications to:

Department of Environmental Protection
Division of Waste Management
Voluntary Cleanup Tax Credit
2600 Blair Stone Road, Mail Station 4505
Tallahassee, Florida 32399-2400

- OR -

Hand Deliver to:

Department of Environmental Protection
Division of Waste Management
Bureau of Waste Cleanup
2600 Blair Stone Road
Room 309
Tallahassee, Florida
Attn.: Voluntary Cleanup Tax Credit

KEEP A COPY OF THE COMPLETED APPLICATION FOR YOUR RECORDS.

BEFORE THE STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

IN RE: Escambia County, Florida, Board of County Commissioners
Mosquito Control Facility
603 W. Romana St., Pensacola, Florida, 32502
603 West Romana Street Brownfield Area
Brownfield Area Identification Number: "BF170502000"
Brownfield Site Identification Number: "BF170502001"

RECEIVED
BROWNFIELD SITES OFFICE

2009 DEC 17 PM 12:26

BROWNFIELD SITE REHABILITATION AGREEMENT PURSUANT TO §376.80(5),
Florida Statutes (F.S.)

WHEREAS, the Brownfields Redevelopment Act was enacted to reduce public health and environmental hazards on existing commercial and industrial sites by offering incentives to encourage responsible persons to voluntarily develop and implement cleanup plans; and

WHEREAS, the Department of Environmental Protection ("Department") is the administrative agency of the State of Florida having the power and duty to protect Florida's environment and to administer and enforce the provisions of Chapters 403 and 376, F.S., and the rules promulgated thereunder, Chapters 62-777 and 62-785, Florida Administrative Code (F.A.C.), as amended; and

WHEREAS, the Department has jurisdiction over the matters addressed in this Brownfield Site Rehabilitation Agreement ("BSRA"); and

WHEREAS, the Department has the authority, pursuant to §376.81, F.S., to establish by rule, criteria for determining the rehabilitation program tasks that comprise a site rehabilitation program and the level at which a rehabilitation program task and a site rehabilitation program may be deemed complete; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed as follows:

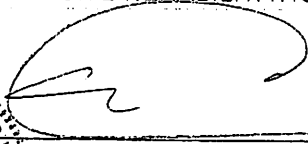
This BSRA is entered into between the Department and Escambia County Florida, Board of County Commissioners, hereinafter the Person Responsible For Brownfield Site Rehabilitation ("PRFBSR") (collectively referred to as the "parties"), for the rehabilitation of a brownfield site within a designated brownfield area pursuant to §376.80(5), F.S. The Department and the PRFBSR agree to the following:

Escambia County, Florida, Board of County Commissioners
Mosquito Control Facility
Brownfield Site Rehabilitation Agreement
Brownfield Site ID # BF BF170502001

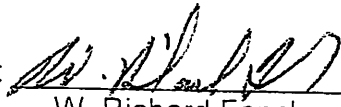
IN WITNESS WHEREOF, each of the parties has made and executed this Brownfield Site Rehabilitation Agreement on the date set forth for each signature of each representative below: W. Richard Fancher, Director of District Management, Florida Department of Environmental Protection, and Escambia County, Board of County Commissioners, the Person Responsible for Brownfield Site Rehabilitation, signing by and through, D.M."Mike" Whitehead, Chairman, duly authorized to execute same.

PERSON RESPONSIBLE FOR
BROWNFIELD SITE REHABILITATION

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION



D.M. "Mike" Whitehead, Chairman
Escambia County Board of County
Commissioners

By: 

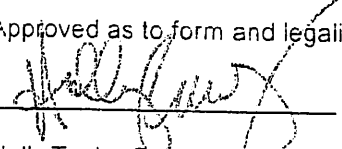
W. Richard Fancher
Director of District Management
District

Date: 12-6-2007

Date: _____

P.O. Box 1591
Pensacola, Florida 32591-1591

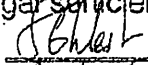
850-595-4950

Approved as to form and legality:


Holly Taylor Cauley, FDEP Attorney

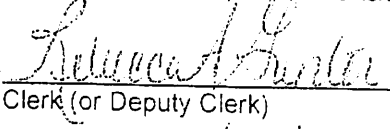
This document approved as to form
and legal sufficiency.

FILING AND ACKNOWLEDGMENT FILED, on this date,
pursuant to §120.52 Florida Statutes, with the designated
Department Clerk, receipt of which is hereby acknowledged.

By: 

Title: Dist. County Attorney

Date: Nov. 16, 2007




Clerk (or Deputy Clerk)
Date: 12/20/07

BCC APPROVED 12-6-2007

- cc. Holly Taylor Cauley, Brownfield Program Attorney
- Kim Walker, FDEP Brownfields Liaison
- Alex Webster, P.G Brownfields District Coordinator, FDEP

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

BY: 

ATTEST: ERNIE LEE MACGAHA
CLERK OF THE CIRCUIT COURT
DEPUTY CLERK



File's copy

RESUME OF THE REGULAR BCC MEETING – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

X

58. Recommendation: That the Board take the following action concerning the Brownfield Site Rehabilitation Agreement (BSRA) between Escambia County, Florida, Board of County Commissioners, and the Florida Department of Environmental Protection (FDEP), for the former Escambia County Mosquito Control Facility located at 603 West Romana Street:

- A. Approve the BSRA between Escambia County, Florida, Board of County Commissioners, and the FDEP for environmental remediation of the former Escambia County Mosquito Control Facility located at 603 West Romana Street; and
- B. Authorize the Chairman to sign the Agreement and all other necessary documents.

Approved 5-0

59. Recommendation: That the Board ratify the following action of the Escambia County Community Redevelopment Agency (CRA) concerning Residential Rehab Grant Funding and Lien Agreements at 224 Payne Road:

A. Approving Residential Rehab Grant Program Funding Agreement between Escambia County CRA and Auburn T. Ward and Dorothy Ward, owners of residential property located at 224 Payne Road, Pensacola, Florida, in the Warrington Redevelopment Area, in the amount of \$4,327, representing an in-kind match through Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, for the following improvements:

Install new central heating and air conditioning system and electrical rewiring


- B. Approving Residential Rehab Grant Program Lien Agreement for the residential property located at 224 Payne Road, in the amount of \$4,327; and
- C. Authorizing the Chairman to sign the Funding and Lien Agreements between Escambia County CRA and Auburn T. Ward and Dorothy Ward, and any other related documents necessary to implement this Grant award.

Approved 5-0

RESUME OF THE REGULAR BCC MEETING – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

- 
7. Recommendation: That the Board amend its action of December 6, 2007, regarding the Brownfield Site Rehabilitation Agreement between Escambia County, Florida, Board of County Commissioners, and the Florida Department of Environmental Protection for the former Escambia County Mosquito Control Facility located at 603 West Romana Street, as follows:

- A. Approve the revisions to the Brownfield Site Rehabilitation Agreement approved at the December 6, 2007, Board Meeting; and
- B. Authorize the Chairman to initial the changes indicated on the Agreement.

Approved 5-0

8. Recommendation: That the Board ratify the Chairman's signature on the Escambia County Board of County Commissioners, Application for Voluntary Cleanup Tax Credits through the Florida Department of Environmental Protection, for the environmental assessment of hazardous materials at the former Escambia County Mosquito Control Facility located at 603 West Romana Street.

Approved 5-0

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

OFFICE OF PURCHASING
213 PALAFOX PLACE, 2nd Floor
P.O. BOX 1591
PENSACOLA, FL 32501-1591
TELEPHONE (850) 595-4980
(SUNCOM) 695-4980
TELEFAX (850) 595-4805


<http://www.myescambia.com/departments/purchasing>



CLAUDIA SIMMONS
Purchasing Manager

MEMORANDUM:

TO: Keith Wilkins, Director, NESD

FROM: 
Paul R. Nobles, CPPO, CPPB, FCN, FCPM, FCCM
Purchasing Coordinator

DATE: April 10, 2008

RE: Agreement between Escambia County and Cameron-Cole, LLC for PD 06-07.038,
Brownsfields Services

Please find attached, a fully executed agreement regarding the above referenced project.

Cameron-Cole, LLC has provided satisfactory evidence of insurance as required. **You may now issue a Notice to Proceed.**

Please feel free to contact me at 595-4918 if you have any questions or need further assistance.

Attachments

c: Robert R. McLaughlin, County Administrator (w/copy of Agreement)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its Board Chairman, duly authorized to execute this Agreement through the express delegation of authority set forth in Article II of Chapter 46, Escambia County Code of Ordinances, and Cameron-Cole, LLC, signing by and through its Vice President, duly authorized to execute same.

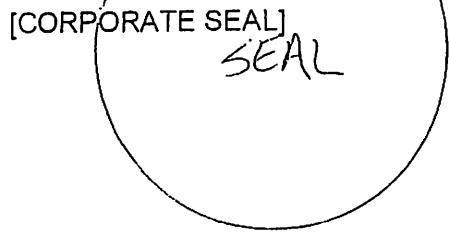
CONSULTANT:
Cameron-Cole, LLC, a for-profit corporation
authorized to do business in the State of Florida.

By: John H. Buchanan
Vice President

Date: March 28, 2008

ATTEST: Corporate Secretary

By: [Signature]
Secretary



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

WITNESS: [Signature]

By: [Signature]
County Administrator

WITNESS: [Signature]

Date: [Signature]

BCC Approved July 19, 2007



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3758

County Administrator's Report 14. 24.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/17/2013

Issue: Approval of Federally Funded Public Assistance Agreement for Hurricane Isaac

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of the Federally Funded Public Assistance Agreement for Hurricane Isaac - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning approval of the State of Florida, Division of Emergency Management, Federally Funded Public Assistance Agreement for Hurricane Isaac (FEMA-4084-DR-FL), which is necessary for Escambia County to receive Federal and State financial assistance:

A. Approve the Federally Funded Public Assistance Agreement for Hurricane Isaac (FEMA-4084-DR-FL); and

B. Authorize the Chairman and the Interim County Administrator to sign the Agreement.

BACKGROUND:

On October 18, 2012 disaster declaration FEMA-4084-DR-FL authorized public assistance for Escambia County for damages caused by Hurricane Isaac. Approval of this Agreement is necessary for Escambia County to receive Federal and State financial assistance.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney has reviewed the Agreement.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval of Agreements is necessary.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

PublicAssistanceAgreementIsaac

Contract Number: 13-IS-3S-01-27-02-558

Subgrantee: Escambia County

FIPS Number: 033-99033-00

Hurricane Isaac (FEMA-4084-DR-FL) Federally Funded Public Assistance Agreement

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereafter referred to as the "Grantee"), and
Escambia County

(hereafter referred to as the "Subgrantee").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING FACTS AND CONDITIONS:

- A. On October 18, 2012, President Barack H. Obama issued a major disaster declaration designated FEMA-4084-DR-FL for the State of Florida as a result of Hurricane Isaac. As amended, the declaration authorized Public Assistance in Bay, Collier, Escambia, Franklin, Gulf, Martin, Monroe, Okaloosa, Palm Beach, Saint Lucie and Santa Rosa Counties.
- B. The FEMA-State Agreement dated October 31, 2012, between the State of Florida and the Federal Emergency Management Agency (FEMA) governing the use of such funds requires the State to share the costs eligible for federal financial assistance, and the State has undertaken to share those costs, as appropriated, with its Subgrantees; and

THEREFORE, the Grantee and the Subgrantee agree to the following:

(1) DEFINITIONS.

As used in this Agreement, the following terms shall have the following meanings unless another meaning is specified elsewhere:

- A. "Eligible activities" are those activities authorized in the FEMA-State Agreement, and in the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C §§ 5121-5207 (Stafford Act); in accordance with 44 CFR § 206.44; and applicable policies of FEMA.
- B. "FEMA-State Agreement" is the agreement dated October 31, 2012, between the FEMA and the State of Florida, for a presidential emergency declaration designated FEMA-4084-DR-FL. As amended, the agreement authorized Public Assistance in Bay, Collier, Escambia, Franklin, Gulf, Martin, Monroe, Okaloosa, Palm Beach, Saint Lucie and Santa Rosa Counties.

(2) APPLICABLE LAW.

The parties agree to all the conditions, obligations, and duties imposed by the FEMA-State Agreement and all applicable State and federal legal requirements including, without any limitation on the generality of the foregoing, the requirements of Title 44 of the Code of Federal Regulations (CFR) Part(s) 13 and 206, and the policies of the FEMA. The Subgrantee further agrees to comply with the Statement of Assurances attached hereto as Attachment "A."

(3) FUNDING AND INSURANCE.

Subject to an advancement of funds by Grantee to the Subgrantee, the Grantee shall otherwise provide funds on a cost reimbursement basis to the Subgrantee for eligible activities approved by the Grantee and FEMA, as specified in the approved Subgrantee Project Worksheets. However, the Grantee's performance and obligation to pay under this Agreement is contingent upon an appropriation by the State Legislature, subject to any modification in accordance with Chapter 216, Florida Statutes or Florida Constitution, and disbursement shall be consistent with section 252.37, Florida Statutes. The Grantee may provide some portion of any nonfederal share for some subgrantees. As a condition of receipt of the federal funding, the Subgrantee agrees to provide any nonfederal share not paid by the Grantee. The federal allowable costs shall be determined as per 44 CFR Part(s) 13 and 206, which shall be seventy-five (75) percent of all eligible costs unless a higher percentage is approved.

- A. The approved Project Worksheets shall be transmitted to Subgrantee, and shall state the cumulative funding allowed, the scope of the eligible project, and the costs eligible under this Agreement. Project Worksheets may obligate or deobligate funding, thereby amending the total funding for the project. The approved Project Worksheets shall document the total eligible costs and the total federal share of those costs, which shall be seventy-five percent of all eligible costs, unless a higher percentage is approved.
- B. As a condition to funding under this Agreement, the Subgrantee agrees that the Grantee may withhold funds otherwise payable to Subgrantee from any disbursement to Grantee upon a determination by Grantee or FEMA that funds exceeding the eligible costs have been disbursed to Subgrantee pursuant to this Agreement or any other funding agreement administered by Grantee.
- C. As a further condition to funding under this Agreement, for damaged facilities and pursuant to 44 CFR § 206.253, the Subgrantee shall maintain such types of insurance as are reasonable and necessary to protect against future loss for the anticipated life of the restorative work or the insured facility, whichever is the lesser.

(4) DUPLICATION OF BENEFITS PROHIBITION.

Subgrantee may not receive funding under this Agreement to pay for damage covered by insurance, nor may Subgrantee receive any other duplicate benefits under this Agreement.

- A. Without delay, Subgrantee shall advise Grantee of any insurance coverage for the damage identified on the applicable Project Worksheets and of any entitlement to compensation or indemnification from such insurance. All such duplicate benefits are "ineligible costs" which the Subgrantee shall reimburse to the Grantee without delay. The Subgrantee shall also reimburse the Grantee if the Subgrantee receives any duplicate benefits from any other source for any damage identified on the applicable Project Worksheets for which Subgrantee has received payment from Grantee.

- B. In the event that Grantee should determine that Subgrantee has received duplicate benefits, by its execution of this Agreement, the Subgrantee gives Grantee or the chief financial officer of the Florida Department of Financial Services the authority to set off the sum of any such duplicate benefits by withholding it from any other funds otherwise due and owing to Subgrantee, or to use such remedies available at law or equity to the repayment of said sums to Grantee.

(5) COMPLIANCE WITH ENVIRONMENTAL PLANNING AND PERMITTING LAWS.

Subgrantee shall be responsible for the implementation and completion of the approved projects described in the Project Worksheets in a manner acceptable to Grantee, and in accordance with applicable legal requirements. If applicable, the contract documents for any project undertaken by Subgrantee, and any land use permitted by or engaged in by Subgrantee, shall be consistent with the local government comprehensive plan. Subgrantee shall ensure that any development or development order complies with all applicable planning, permitting and building requirements. Subgrantee shall engage such competent, properly licensed engineering, building, and other technical and professional assistance at all project sites as may be needed to ensure that the project complies with the contract documents.

(6) REQUIRED DOCUMENTATION REVIEWS AND INSPECTIONS.

Subgrantee shall create and maintain documentation of work performed and costs incurred on each project identified in a Project Worksheet sufficient to permit a formal audit comporting with ordinary, customary and prudent public accounting requirements. Upon the failure of Subgrantee to create and maintain such documentation, Grantee may terminate further funding under this Agreement, and Subgrantee shall reimburse to Grantee all payments disbursed earlier to Subgrantee, together with any and all accrued interest.

- A. For all projects, Subgrantee shall state on the "Project Completion and Certification Report" that all work was performed in accordance with this Agreement and the requirements in each Project Worksheet, and shall state the date of completion.
- B. Grantee will inspect Small Projects by random selection, and will conduct the final inspections on Large Projects, to ensure that all work has been performed within the scope of work specified on the Project Worksheets. Costs not within the approved scope of work shall not be reimbursed.
- C. Subgrantee shall submit the following documentation for Large Projects (the Large Project threshold for this declaration is \$66,400.00), which can be found at www.FloridaPA.org:
1. a request for reimbursement;
 2. a summary of documentation, which shall be supported by original documents such as contract documents, invoices, purchase orders, and change orders;
 3. a request for final inspection;
 4. a signed Project Completion and Certification Report upon the completion of all projects; and
 5. a Project Completion and Certification Report specified by subparagraph (6)A. of this Agreement.

(7) COST SHARING.

The federal share of the eligible costs specified in the Project Worksheets under this Agreement shall be seventy five (75) percent of such costs, unless a higher percentage is approved, and the nonfederal share shall be the remaining amount. Payment of all or a specified portion of the nonfederal share of such costs is contingent upon a potential future State appropriation defining the apportionment of the nonfederal share. Administrative costs in addition to the Project Worksheets that are otherwise eligible under 44 CFR Part 206.228 and do not require matching funds may also be funded by FEMA.

(8) PAYMENT OF COSTS.

Grantee shall disburse the eligible costs to Subgrantee in accordance with the following procedures:

- A. Grantee shall disburse the federal and nonfederal shares of the eligible costs for "Small Projects" to Subgrantee as soon as practicable after execution of this Agreement and formal notification by the FEMA of its approval of the pertinent Small Project Worksheet.
- B. Grantee shall reimburse Subgrantee for the federal and nonfederal shares of the eligible costs for "Large Projects" as soon as practicable after execution of this Agreement and formal notification by the FEMA of its approval of the pertinent Large Project Worksheet. The Invoice from the Subgrantee requesting this reimbursement must include:
 1. a Request for Reimbursement available at www.FloridaPA.org;
 2. a Summary of Documentation which shall be supported by original documents such as contract documents, invoices, purchase orders, change orders, canceled checks (or other proof of expenditure), etc..., which is also available at www.FloridaPA.org; and
 3. a letter or notification certifying that the reported costs were incurred in the performance of eligible work.
- C. Grantee may advance funds under this Agreement to Subgrantee not exceeding the federal share if Subgrantee meets the following conditions:
 1. Subgrantee shall certify to Grantee that Subgrantee has procedures in place to ensure that funds are disbursed to project vendors, contractors, and subcontractors without unnecessary delay;
 2. Subgrantee shall submit to Grantee the budget supporting the request;
 3. Subgrantee shall submit a statement justifying the advance and the proposed use of the funds, which also specifies the amount of funds requested and certifies that the advanced funds will be expended within 90 days of the advance;
 4. Subgrantee shall pay over to Grantee any interest earned on advances for remittance to the FEMA as often as practicable, but not later than ten (10) business days after the close of each calendar quarter.
- D. Grantee may, in its discretion, withhold its portion of the nonfederal share of funding under this Agreement from Subgrantee if Grantee has reason to expect a subsequent unfavorable determination by the FEMA that a previous disbursement of funds under this Agreement was improper.

- E. Any advance payment under this Agreement is subject to Section 216.181(16), Fla.Stat., and is contingent upon the Recipient's acceptance of the rights of the Division under Paragraph (24) of this Agreement. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three (3) months of the contract term. For a federally funded contract, any advance payment is also subject to federal OMB Circulars A-87, A-110, A-122 and the Cash Management Improvement Act of 1990. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment "E." Attachment "E" will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment.
- F. As project costs are incurred, invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. Invoices shall be accompanied by a statement signed and dated by an authorized representative of the Recipient certifying that "all disbursements made in accordance with conditions of the Division agreement and payment is due and has not been previously requested for these amounts." The supporting documentation must comply with the documentation requirements of applicable OMB Circular Cost Principles. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division contract manager as part of the Recipient's quarterly reporting as referenced in Paragraph 20 of this Agreement.
- G. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under Paragraph (3) or (7) of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

(9) FINAL PAYMENT.

Grantee shall disburse the final payment to Subgrantee upon the performance of the following conditions:

- A. Subgrantee shall have completed the project to the satisfaction of the Grantee;
- B. Subgrantee shall have submitted the documentation specified in Paragraphs (6) and (8) of this Agreement;
- C. in the case of Large Projects, the Grantee shall have performed the final inspection; or
- D. in the case of Small Projects, the project listing and certification shall have been reviewed by Grantee, or Grantee shall have performed a final inspection; and
- E. Subgrantee shall have requested final reimbursement.

(10) RECORDS MAINTENANCE.

The funding of eligible costs under this Agreement and the performance of all other conditions shall be subject to the following requirements, in addition to such other and further requirements as may be imposed by operation of law:

- A. The "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," as codified in 44 CFR Part 13, as amended.
- B. Office of Management and Budget Circular (OMB) No. A-87, "Cost Principles for State and Local Governments," as amended.
- C. OMB Circular A-110, "Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations," as amended.
- D. OMB Circular A-122, "Cost Principles for Non-Profit Organizations," as amended.
- E. OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," as amended.
- F. Subgrantee shall retain sufficient records to show its compliance with the terms of this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives under this Agreement and all other applicable laws and regulations, for a period of five years from the date of the final inspection and audit. The Subgrantee shall allow the Grantee or its designee, the comptroller general of the United States, FEMA, the chief financial officer or the auditor general of the State, access to records upon request. The five year period may be extended for the following exceptions:
 - 1. If any litigation, claim or audit is started before the five year period expires, and extend beyond the five year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
 - 2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time it is acquired shall be retained for five years after final disposition.
 - 3. Records relating to real property acquired shall be retained for five years after the closing on the transfer of title.
- G. The Subgrantee, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Grantee, its employees, and agents (including auditors retained by the Grantee). "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday.

(11) REIMBURSEMENT OF FUNDS.

If upon final inspection, final audit, or other review by Grantee, FEMA or other authority determines that the disbursements to Subgrantee under this Agreement exceed the eligible costs, Subgrantee shall reimburse to Grantee the sum by which the total disbursements exceed the eligible costs within forty-five (45) days from the date Subgrantee is notified of such determination.

(12) REPAYMENT BY SUBGRANTEE.

All refunds or repayments due to the Grantee under this Agreement are to be made payable to the order of "Division of Emergency Management, Cashier" and mailed directly to the following address: **Cashier, Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.** In accordance with section 215.34 (2), Florida Statutes, if a check or other draft is returned to the Grantee for collection, Recipient shall pay the Grantee a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(13) AUDIT.

- A. The Subgrantee agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.
- B. These records shall be available at all reasonable times for inspection, review, or audit by State personnel and other personnel duly authorized by the Grantee. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.
- C. The Subgrantee shall also provide the Grantee or its designee with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.
- D. If a Subgrantee is a State or local government or a non-profits organization as defined in OMB Circular A-133, as revised, and if the Subgrantee expends \$500,000 or more, then the subgrantee shall have a single or program specific audit conducted which meets the requirements of the Single Audit Act of 1984, 31 U.S.C. ss. 7501-7507, OMB Circular A-133 Part .200 for the purposes of auditing and monitoring the funds awarded under this Agreement. In connection with the aforementioned audit requirement, the Subgrantee shall fulfill for auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
 - 1. If an annual financial audit report is required, it shall include all management letters and the contractor's response to all findings, including corrective actions to be taken.
 - 2. The annual financial audit report shall include a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and Agreement number.
 - 3. The complete financial audit report, including all items specified in 1 and 2 above shall be sent directly to: **Office of the Inspector General, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100**. An electronic copy shall also be submitted (via email) to: DEMSingle_Audit@em.myflorida.com.
- E. If a Subgrantee spends less than \$500,000 in federal awards in its fiscal year, an audit conducted in accordance with the provision of OMB Circular A-133, as revised, is not required. In the event the contractor expends less than \$500,000 in federal awards in its fiscal year and chooses to have an audit conducted in accordance with OMB Circular A-133 Part .200, as revised, the cost of the audit must be paid from non-federal funds.
- F. In the event an audit shows that the entire funds disbursed hereunder, or any portion thereof, were not spent in accordance with the conditions of this Agreement, the Subgrantee shall be held liable for reimbursement to the Grantee of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Grantee has notified the contractor of such non-compliance.
- G. If audit is conducted as required by subparagraph D. above, the Subgrantee shall send a copy of the reporting package as described Part .320 (c) of OMB Circular A-133, as revised, to the Grantee at each of the following addresses:

Office of the Inspector General
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

As required by OMB Circular A-133 Part .320 (d), all auditees shall submit the data collection form and one copy of the reporting package to the Federal Audit Clearinghouse at the following address: **Federal Audit Clearinghouse, Bureau of the Census, 1201 East 10th Street, Jeffersonville, IN 47132.**

- H. Pursuant to Part .320 (e) of OMB Circular A-133, auditees that are subrecipients shall submit to each pass-through entity one copy of the reporting package describe in Part .320 (c)
- I. Any reports, management letter, or other information required to be submitted to the Grantee pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, section(s) 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Florida Statutes, and Rules of the Auditor General, as applicable.
- J. Subgrantee, when submitting financial reporting packages to the Grantee for audits done in accordance with OMB Circular A-133 or section(s) 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Florida Statutes, or Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
- K. In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not spent in accordance with the conditions of this Agreement, the contractor shall be held liable for reimbursement to the Grantee of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Grantee has notified the Grantee of such non-compliance.
- L. A Subgrantee shall have all audits completed by an independent certified public accountant (IPA) who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Florida Statutes. If the Subgrantee is a State agency, an audit conducted by the Florida Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this paragraph. The IPA shall state that the audit complied with the applicable provisions noted above. If an audit is required, the audit must be submitted to the Grantee no later than nine (9) months from the end of the Subgrantee's fiscal year.

(14)NONCOMPLIANCE.

If the Subgrantee violates this Agreement or any statute, rule or other legal requirement applicable to the performance of this Agreement, the Grantee may withhold any disbursement otherwise due Subgrantee for the project with respect to which the violation has occurred until the violation is cured or has otherwise come to final resolution. If the violation is not cured, Grantee may terminate this Agreement and invoke its remedies under the Agreement as per Paragraph 24 of this Agreement.

(15)NONDISCRIMINATION BY CONTRACTORS.

Pursuant to 44 CFR Parts 7 and 16, and 44 CFR Part 206.36, the Subgrantee shall undertake an active program of nondiscrimination in its administration of disaster assistance under this Agreement. Subgrantee shall also be subject to the requirements in the General Services Administrative Consolidated List of Debarred, Suspended and Ineligible Contractors, in accordance with 44 CFR Part 17.

(16)MODIFICATION.

The time for performance of this Agreement may be extended once unless the failure of Subgrantee to close out the project is caused by events beyond its control. A modification extending the time for completion of the project and any other modification shall be in writing, and shall take effect only upon execution by both parties. Modifications to any Project Worksheet to be funded under this Agreement may be requested by Subgrantee through Grantee, but the approval of any such modifications shall reside in the sole discretion of FEMA. Any approved modification to a Project Worksheet shall be noted in an additional Project Worksheet version for the project and in any amendment to this Agreement. If otherwise allowed under this Agreement, any extension shall be in writing and shall be subject to the same terms and conditions as those set out in the initial Agreement.

(17)TIME FOR PERFORMANCE.

The time for the performance of eligible emergency work shall be six (6) months from the date of the presidential emergency declaration, unless extended by the Grantee or FEMA. The time for the performance of eligible permanent work shall be eighteen (18) months from the date of the presidential emergency declaration, unless extended by the Grantee or FEMA. The time for the performance of this Agreement may be extended for cause by Grantee. Extensions shall not be approved for delays caused by lack of cost-share funding. If any extension request is denied by the Grantee or not sought by the Subgrantee, Subgrantee shall only be reimbursed for eligible project costs incurred up to the latest extension for completed projects. Failure to complete any project will be adequate cause for the termination of funding for that project and reimbursement of any and all project costs.

(18)CONTRACTS WITH OTHERS.

If the Subgrantee contracts with any other contractor or vendor for performance of all or any portion of the work required under this Agreement, the Subgrantee shall incorporate into its contract with such contractor or vendor an indemnification clause holding Grantee and Subgrantee harmless from liability to third parties for claims asserted under such contract. The Subgrantee shall also document in the quarterly report the subcontractor's progress in performing its work under this Agreement. For each subcontract, the Subgrantee shall provide a written statement to the Grantee as to whether the subcontractor is a minority vendor, as defined in section 288.703, Florida Statutes.

(19)LIABILITY.

Grantee assumes no liability to third parties in connection with this Agreement. Unless the Subgrantee is a governmental entity covered under section 768.28 (5), Florida Statute, the Subgrantee shall be solely responsible to any and all contractors, vendors, and other parties with whom it contracts in performing this Agreement. Unless the Subgrantee is a governmental entity within the meaning of the preceding sentence, Subgrantee shall indemnify Grantee from claims asserted by third parties in connection with the performance of this Agreement, holding Grantee and Subgrantee harmless from the same. For the purpose of this Agreement, the Grantee and Subgrantee agree that neither one is an employee or agent of the other, but that each one stands as an independent contractor in relation to the other. Nothing in this Agreement shall be construed as a waiver by Grantee or Subgrantee of any legal immunity, nor shall anything in this Agreement be construed as consent by either of the parties to be sued by third parties in connection with any matter arising from the performance of this Agreement. Subgrantee represents that to the best of its knowledge any hazardous substances at its project site or sites are present in quantities within statutory and regulatory limitations, and do not require remedial action under any federal, State or local legal requirements concerning such substances. Subgrantee further represents that the presence of any such substance or any condition at the site caused by the presence of any such substance shall be addressed in accordance with all applicable legal requirements.

(20) REPORTS.

Subgrantee shall provide Quarterly Reports to Grantee, on the Quarterly Report Form conforming to the sample attached as Attachment "B," and available on www.FloridaPA.org. The first Quarterly Report shall be due at such time as Subgrantee is notified. All subsequent Quarterly Reports shall be due no later than fifteen (15) days after each calendar quarter through final inspection. Quarterly Reports shall indicate the anticipated completion date for each project, together with any other circumstances that may affect the completion date, the scope of work, the project costs, or any other factors that may affect compliance with this Agreement. Interim inspections shall be scheduled by Subgrantee before the final inspection, and may be required by Grantee based on information supplied in the Quarterly Reports. Grantee may require additional reports as needed, and Subgrantee shall provide any additional reports requested by Grantee as soon as practicable. With respect to the Request for Advance or Reimbursement, the Summary of Documentation, and the Quarterly Reports, the contact for Grantee will be the State Public Assistance Officer.

(21) MONITORING.

The Subgrantee shall monitor its performance under this Agreement, as well as that of its subcontractors, Subgrantee and consultants who are paid from funds provided under this Agreement, to ensure that performance under this Agreement are achieved and satisfactorily performed and in compliance with applicable State and federal laws and rules.

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised and section 215.97, Florida Statutes, monitoring procedures may include, but not be limited to, on-site visits by Grantee or its agent, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the Subgrantee agrees to comply and cooperate with all monitoring procedures/processes deemed appropriate by the Grantee. In the event that the Grantee determines that a limited scope audit of the Subgrantee is appropriate, the Subgrantee agrees to comply with any additional instructions provided by the Grantee to the Subgrantee regarding such audit. The Subgrantee further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Comptroller or Auditor General. In addition, the Grantee will monitor the performance and financial management by the Subgrantee throughout the contract term to ensure timely completion of all tasks.

(22) MANDATED CONDITIONS.

Subgrantee agrees to the following conditions:

- A. Bills for fees or other compensation for services or expenses must be submitted in detail sufficient for a proper pre-audit and post-audit.
- B. Grantee may unilaterally terminate this Agreement for refusal by the Subgrantee or its contractors or subcontractors to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statute, that are made or received by Subgrantee or its contractors and subcontractors in connection with this Agreement.
- C. Subgrantee agrees that no funds or other resources received from the Grantee disbursed to it under this Agreement will be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any State agency.
- D. Subgrantee certifies that it possesses the legal authority to receive the funds under this Agreement and that its governing body (if applicable) has authorized the execution and acceptance of this Agreement. The Subgrantee also certifies that the undersigned person has the authority to legally execute and bind Subgrantee to the terms of this Agreement.

- E. Subgrantee agrees that responsibility for compliance with this Agreement rests with Subgrantee, and further agrees that noncompliance with this Agreement shall be cause for the rescission, suspension or termination of funding under this Agreement, and may affect eligibility for funding under future Subgrantee Agreements.
- F. If otherwise allowed under this Agreement, all bills for any travel expenses shall be submitted in accordance with section 112.061, Florida Statute.
- G. The Grantee will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Grantee shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Subgrantee of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Grantee.
- H. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.
- I. If applicable, the Subgrantee agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications.
- J. With respect to any subgrantee other than a State agency or political subdivision of the State, which receives funds under this Agreement from the federal government, by signing this Agreement, the Subgrantee certifies, to the best of its knowledge and belief, that it and its principals:
 - 1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
 - 2. have not within a five-year period preceding this Agreement had one or more public transactions (federal, State or local) terminated for cause or default; and
 - 3. have not within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for (a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State or local) transaction or contract under public transaction, or (b) violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

Where the Subgrantee is unable to certify to any of the statements in this certification, the Subgrantee shall submit to the Grantee (by email or facsimile) the completed "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" for each prospective subcontractor which Subgrantee intends to fund under this Agreement. See Attachment "C". Such form must be received by the Grantee prior to the Subgrantee entering into a contract with any prospective subcontractor.

- K. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Subgrantee in this Agreement, in any subsequent submission or response to Grantee request, or in any submission or response to fulfill the requirements of this Agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Grantee and with thirty (30) days written notice to the Subgrantee, cause the termination of this Agreement and the release of the Grantee from all its obligations to the Subgrantee.
- L. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this Agreement.
- M. The Subgrantee certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:
1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
 2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub grantees shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- N. All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement have been produced in the United States as required 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

(23) TERM.

This Agreement shall take effect upon its execution by both parties, and shall terminate upon approval of closeout by FEMA, unless terminated earlier as specified elsewhere in this Agreement. Subgrantee shall commence project(s) specified by this Agreement without delay.

(24)EVENTS OF DEFAULT, REMEDIES AND TERMINATION.

- A. Upon the occurrence of any one or more of the following events of default, all obligations of Grantee to disburse further funds under this Agreement shall terminate at the option of Grantee. Notwithstanding the preceding sentence, Grantee may at its option continue to make payments or portions of payments after the occurrence of any one or more such events without waiving the right to exercise such remedies and without incurring liability for further payment. Grantee may at its option terminate this Agreement and any and all funding under this Agreement upon the occurrence of any one or more of the following:
1. any representation by Subgrantee in this Agreement is inaccurate or incomplete in any material respect, or Subgrantee has breached any condition of this Agreement with Grantee and has not cured in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;
 2. Subgrantee suffers any material adverse change in its financial condition while this Agreement is in effect, as compared to its financial condition as represented in any reports or other documents submitted to Grantee, if Subgrantee has not cured the condition within thirty (30) days after notice in writing from Grantee;
 3. any reports required by this Agreement have not been submitted to Grantee or have been submitted with inaccurate, incomplete, or inadequate information; or
 4. the monies necessary to fund this Agreement are unavailable due to any failure to appropriate or other action or inaction by the State Legislature, Florida Department of Financial Services, Congress or Office of Management and Budget.
- B. Upon the occurrence of any one or more of the foregoing events of default, Grantee may at its option give notice in writing to Subgrantee to cure its failure of performance if such failure may be cured. Upon the failure of Subgrantee to cure, Grantee may exercise any one or more of the following remedies:
1. terminate this Agreement upon not less than fifteen (15) days notice of such termination by certified letter to the Subgrantee at the address specified in Attachment "D" of this Agreement, such notice to take effect when delivered to Subgrantee;
 2. commence a legal action for the judicial enforcement of this Agreement;
 3. withhold the disbursement of any payment or any portion of a payment otherwise due and payable under this Agreement with Subgrantee; and
 4. take any other remedial actions that may otherwise be available under law.
- C. Grantee may terminate this Agreement for any misrepresentation of material fact, for failure or nonperformance of any Agreement condition or obligation, or for noncompliance with any applicable legal requirement.
- D. Upon the rescission, suspension or termination of this Agreement, the Subgrantee shall refund to Grantee all funds disbursed to Subgrantee under this Agreement.
- E. The venue of any action or proceeding by either Grantee or Subgrantee for enforcement of this Agreement or for adjudication of rights, interests, or duties of the parties to it shall lie in the Circuit Court for Leon County, State of Florida.
- F. Notwithstanding anything to the contrary elsewhere in this Agreement, the rescission, suspension or termination of this Agreement by Grantee shall not relieve Subgrantee of liability to Grantee for the restitution of funds advanced to Subgrantee under this Agreement, and Grantee may set off any such funds by withholding future disbursements otherwise due Subgrantee under this Agreement until such time as the exact amount of restitution due Grantee from Subgrantee is determined. In the event that FEMA should deobligate funds formerly allowed under this Agreement, the Subgrantee shall immediately repay such funds to

Grantee. Any deobligation of funds or other determination by FEMA shall be addressed in accordance with the regulations of that Agency.

(25)ATTACHMENTS.

- A. All attachments to this Agreement if any are incorporated into this Agreement by reference as if set out fully in the text of the Agreement itself.
- B. In the event of any inconsistencies between the language of this Agreement and the Attachments to it if any, the language of the Attachments shall be controlling, but only to the extent of such inconsistencies.

Note: All other grant administrative and electronic forms will be provided by Grantee as necessary or posted on the Grantee's website at www.FloridaPA.org.

(26)NOTICE AND CONTACT.

All notices under this Agreement shall be in writing and shall be delivered by email, by facsimile, by hand, or by certified letter to the Grantee at the following addresses (Subgrantee shall complete and submit Attachment "D" which shall serve as the Notice and Contact for the Subgrantee):

Grantee:

Evan Rosenberg, Interim Bureau Chief
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
Email: evan.rosenberg@em.myflorida.com

(27)DESIGNATION OF AGENT.

Subgrantee must complete Attachment "D" by designating two agents to execute any Request for Advance or Reimbursement, certification, or other necessary documentation on behalf of Subgrantee.

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

SIGNATURE PAGE

Hurricane Isaac
FEDERALLY FUNDED PUBLIC ASSISTANCE AGREEMENT
(FEMA-4084-DR-FL)

IN WITNESS HEREOF, the Grantee and Subgrantee have executed this Agreement:

FOR THE GRANTEE:

DIVISION OF EMERGENCY MANAGEMENT

Governor's Authorized Representative

Date

FOR THE SUBGRANTEE:

George Touart, County Administrator

Name and Title

Signature

Date

(All Subgrantees) Federal Employer Identification Number (FEIN): 59-6000598

(State Agency Subgrantees Only) Florida Accounting Information Resource (FLAIR) Code:

This document approved as to form
and legal sufficiency

By

Title

Date

Justin Blue
ACM
1/3/13

Attachment "A"

Statement of Assurances

The Recipient hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-110, A-122, A-128, A-87; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Additionally, to the extent the following provisions apply to this Agreement, the Subgrantee assures and certifies that:

1. It possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion or similar action has been duly adopted or passed as an official act of the subgrantee's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the subgrantee to act in connection with the application and to provide such additional information as may be required.
2. It will have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purpose constructed.
3. It will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met.
4. It will provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the Federal grantor agency may need.
5. It will cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be prosecuted to completion with reasonable diligence.
6. It will not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is the longer.
7. (To the best of his knowledge and belief) the disaster relief work described on each Federal Emergency Management Agency (FEMA) Project Application for which Federal Financial assistance is requested is eligible in accordance with the criteria contained in 44 Code of Federal Regulations, Part 206, and applicable FEMA Handbooks.
8. The emergency or disaster relief work therein described for which Federal Assistance is requested hereunder does not or will not duplicate benefits received for the same loss from another source.
9. It will (1) provide without cost to the United States and the Grantee all lands, easements and rights-of-way necessary for accomplishments of the approved work; (2) hold and save the United States and the Grantee free from damages due to the approved work or Federal funding.

10. This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, reimbursements, advances, contracts, property, discounts of other Federal financial assistance extended after the date hereof to the subgrantee by FEMA, that such Federal Financial assistance will be extended in reliance on the representations and agreements made in this assurance and that the United States and the Grantee shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the subgrantee, its successors, transferees, and assignees, and the person or persons whose signatures appear on the reverse as authorized to sign this assurance on behalf of the subgrantee.

11. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.

12. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et. seq.)

13. It will comply with the provisions of 18 USC 594, 598, 600-605 (further known as the Hatch Act) which limits the political activities of employees.

14. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

15. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.

16. It will comply with the Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week.

17. It will comply with the Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

18. It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities.

19. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.

20. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.

21. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

22. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

23. It will comply with the insurance requirements of Section 314, PL 93-288, to obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired, or constructed with this assistance.

24. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of Investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

25. It will comply with all appropriate environmental laws, including but not limited to:

- a.) The Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7642.
- b.) The Clean Water Act of 1977, as amended, 42 U.S.C. 7419-7626.
- c.) The Endangered Species Act of 1973, 16 U.S.C. 1531-1544.
- d.) The Intergovernmental Personnel Act of 1970, 42 U.S.C. 4728-4763.
- e.) Environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347.
- f.) The Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system.
- g.) The Fish and Wildlife Coordination Act of 1958; 16 U.S.C. 661-666.
- h.) Environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j, regarding the protection of underground water sources.
- i.) The provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

26. It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice).

27. It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.

28. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

29. It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C.: 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures.

30. It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto.

31. With respect to demolition activities, it will:

- a.) Create and make available documentation sufficient to demonstrate that the Subgrantee and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
- b.) Return the property to its natural state as though no improvements had ever been contained thereon.
- c.) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in Subgrantee's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the county health department.
- d.) Provide documentation of the inspection results for each structure to indicate: safety hazards present; health hazards present; and/or hazardous materials present.
- e.) Provide supervision over contractors or employees employed by Subgrantee to remove asbestos and lead from demolished or otherwise applicable structures.
- f.) Leave the demolished site clean, level and free of debris.
- g.) Notify the Grantee promptly of any unusual existing condition which hampers the contractors work.
- h.) Obtain all required permits.
- i.) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site, and provide documentation of such closures.
- j.) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
- k.) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857 (h), Section 508 of the Clean Water Act (33 U.S. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR Part 15 and 61). This clause shall be added to any subcontracts.
- l.) Provide documentation of public notices for demolition activities.

32. It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

33. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified (41 CFR 101-17-7031). The subgrantee will be responsible for conducting inspections to insure compliance with these specifications by the contractor.

34. It agrees to comply with Section 311, P.L. 93-288 and with Title VI of the Civil Rights Act of 1964 (P.L. 83-352) and in accordance with Title VI of the Act, no person in the United Grantees shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the subgrantee receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. If any real property or structure is provided or improved with the aid of Federal financial assistance extended to the subgrantee, this assurance shall obligate the subgrantee, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

35. It agrees to comply with Executive Order 11246 as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship.

36. It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C.: 1681-1683 and 1685 - 1686) which prohibits discrimination on the basis of sex.

37. It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4521-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism.

38. It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records.

39. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

40. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.

41. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620.

ATTACHMENT "B"

Public Assistance Quarterly Report Available for Each Subgrantee on www.FloridaPA.org

Quarterly Report

This form is a reporting program approved on a quarterly basis. The quarter and close are December 31, March 31, June 30, September 30 and the form is due within 15 days of each and last. Submitting a projection for "Next Project Start" populates the form below. Reporting has been completed on projects having started each the "Submitted Project" list.

Select Project:

Florida Inflation Index is 100% complete.

Types: Category: [View Project](#)

Eligible Cost: \$67,154.00

Work Duration: Dec 31, 2007

DEBIT

	This Quarter	Previous Quarter
Anticipated Total Amount:	\$67,154.00	\$67,154.00
Expended To Date:	\$66,418.00	\$5,418.00
Work Percent Complete:	100.0%	100.0%
Contracted Completion Date:	Sep 30, 2007	Sep 30, 2007

Projected Funds to be Requested for Reimbursement

Contract for FY2013-Or: Any-Gen:	\$0.00	\$0.00
Contract for FY2013-Or: Occ-Spec:	\$0.00	\$0.00
Contract for FY2013:	\$0.00	\$0.00
Contract for FY2014:	\$0.00	\$0.00
Contract for FY2015:	\$0.00	\$0.00
Contract for FY2016:	\$0.00	\$0.00

Notes

Work Status:

Work Complete - Contract Not Requested

Cost Status:

Cost Status - Change Order

Comments:

Please provide any pertinent information regarding the progress of this project.

Check Your Entries

- Final Contract/Completion Date is greater than the Work Duration, or Request for Funds Requested only Submitted Outside Work Duration
- Final Contract/Completion Date is Requested for Project Start Date requested
- Submitted Project

Attachment "C"
Certification Regarding
Debarment, Suspension, Ineligibility
and
Voluntary Exclusion

Subcontractor Covered Transactions:

1. The prospective subcontractor of the Subgrantee certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the Subgrantee's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

Name of Company

Street Address

City, State, Zip

Federal Employer Identification Number (FEIN)

By: _____

Signature

Date

Subgrantee's Name

Grantee Agreement Number

**DESIGNATION OF SUBGRANTEE'S AGENT
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM
Florida Division of Emergency Management**

Subgrantee Escambia County	
Primary Agent	Secondary Agent
Agent's Name Amy Lovoy	Agent's Name Stephan Hall
Signature	Signature
Organization / Official Position Management & Budget Services Department/Director	Organization / Official Position Management & Budget Services Dept./Budget Manager
Mailing Address 221 Palafox Place, Suite 440	Mailing Address 221 Palafox Place, Suite 440
City, State, Zip Pensacola, FL 32502	City, State, Zip Pensacola, FL 32502
Daytime Telephone 850-595-4960	Daytime Telephone 850-595-4960
Facsimile Number 850-595-4810	Facsimile Number 850-595-4810
E-mail Address Amy_Lovoy @co.escambia.fl.us	E-mail Address Stephan_Hall@co.escambia.fl.usG
The above Primary and Secondary Agents are hereby authorized to execute and file Application for Public Assistance on behalf of the Subgrantee for the purpose of obtaining certain Grantee and federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act, (Public Law 93-288 as amended) or otherwise available. These agents are authorized to represent and act for the Subgrantee in all dealings with the Grantee of Florida, Grantee for all matters pertaining to such disaster assistance required by the agreements and assurances printed on page 2 hereof. Additional authorized contacts may be registered on the Grantee's PA Website (www.floridapa.org) for full or read only access by the above authorized Agents.	
Chief Financial Officer	Subgrantee's Authority/Board/Commission
Name George Touart	Official's Name Gene M. Valentino
Signature	Signature
Organization / Official Position Escambia County/County Administrator	Organization / Official Position Board of County Commissioners/Chairman
Mailing Address 221 Palafox Place	Mailing Address 221 Palafox Place
City, State, Zip Pensacola, FL 32502	City, State, Zip Pensacola, FL 32502
Daytime Telephone 850-595-4900	Daytime Telephone 850-595-4900
Facsimile Number 850-595-4928	Facsimile Number 850-595-4928
E-mail Address george_touart@co.escambia.fl.us	E-mail Address gene_valentino@co.escambia.fl.us
Subgrantee's Grantee Cognizant Agency for Single Audit purposes: Florida Division of Emergency Management	
Subgrantee's Fiscal Year (FY) Start Month: October Day: 1	
Subgrantee's Federal Employer's Identification Number (EIN) 59 - 6000598	
Subgrantee's FIPS Number (If Known) 033-90 - -	
Subgrantee Authority/Board/Commission Signature	

This document approved as to form
and legal sufficiency

Page 1

By

Title

Date

[Signature]

11/3/13

Attachment E

JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT:

If you are requesting an advance, indicate same by checking the box below.

<p><input type="checkbox"/> ADVANCE REQUESTED</p> <p>Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.</p>
--

If you are requesting an advance, complete the following chart and line item justification below.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20__-20__ Anticipated Expenditures for First Three Months of Contract
<u>For example</u> ADMINISTRATIVE COSTS (Include Secondary Administration.)	
<u>For example</u> PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance)



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3761

County Administrator's Report 14. 25.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/17/2013

Issue: Conversion of Two Personnel Positions at the Animal Shelter

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Budget Amendment Converting Two Contract Positions at the Animal Shelter to Full-Time Positions - Amy Lovoy, Management and Budget Services Department Director

That the Board approve Budget Amendment #71 in the amount of \$69,984, in the General Fund (001) to convert two contract Kennel Technicians to full-time positions. A total of \$40,719 will be moved from Contractual Services in the existing Animal Shelter Budget, and an additional \$29,265 will be moved from Reserves for Operating.

BACKGROUND:

The County utilizes contractual labor services to perform work in different areas of the County. Because of liability concerns, the previous staffing company would not recruit or fill Kennel Technician jobs. The County terminated this company's contract and employed a different staffing company. This staffing company has extreme difficulty in providing Kennel Technicians leaving these positions vacant.

With these jobs currently unfilled the Animal Shelter has been forced to rely on paying overtime and utilizing road prison crews. The overtime costs exceed the incremental increase in costs associated with converting the contract positions to full-time positions, and the use of a road prison crew detracts from the crews available for road work and other county tasks.

BUDGETARY IMPACT:

This budget amendment moves \$40,719 from the contractual services account in the existing Animal Shelter budget, and moves an additional \$29,265 from Reserves for Operating to accommodate the increase in costs.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

This budget amendment converts two contract positions to full-time positions.

POLICY/REQUIREMENT FOR BOARD ACTION:

Any new personnel positions or increases in personnel costs in a fund must be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

013ba071

**Board of County Commissioners
Escambia County
Budget Amendment Request**

**Request Number
#71**

Approval Authorities

	<u>Date Rec.</u>	<u>Date Forward</u>	<u>Approved</u>	<u>Disapproved</u>
Department Director				
Assistant County Administrator				
County Administrator				
Action by the Board				

**Transfer From: General Fund (001)/ Non-Departmental & Community Affairs
Fund/Department**

Account Title	Project Number	Cost Center	Account Code	Amount
Other Contractual Services		350201	53401	40,719
Reserves for Operating		110201	59805	29,265
Total				\$69,984

**Transfer To: General Fund (001)/ Community Affairs
Fund/Department**

Account Title	Project Number	Cost Center	Account Code	Amount
Regular Salaries & Wages		350201	51201	46,800
FICA		350201	52101	3,580
Retirement		350201	52201	2,604
Life & Health		350201	52301	17,000
Total				\$69,984

Detailed Justification:

Funds are being moved from contractual services and from the General Fund Reserves for Operating to convert 2 contract positions at the Animal Shelter to full-time positions.

OMB Analyst

Budget Manager

Management & Budget Department Director



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3777

County Administrator's Report 14. 26.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/17/2013

Issue: Furnish and Install Sunshine Hill Bridge Deck PD 12-13.012

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Furnishing and Installing the Sunshine Hill Bridge Deck - Amy Lovoy, Management and Budget Services Department Director

That the Board award a Contract to F&W Construction Co., Inc., to Furnish and Install the Sunshine Hill Bridge Deck, PD 12-13.012, in the amount of \$73,500.

[Funding: Fund 352, LOST III, Cost Center 210107, and Object Code 56301]

BACKGROUND:

The solicitation was advertised in the Pensacola News Journal December 17, 2012. A total of 3 bids were received.

BUDGETARY IMPACT:

Funding: Fund 352 LOST III, Cost Center 210107, Object Code 56301

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney's Standard Form Construction Contract will be used.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Escambia County FL, Code of Ordinance, Chapter 46, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Contract and Purchase Order.

Attachments

Bid Tab Awarded

PUBLIC NOTICE OF RECOMMENDED AWARD

DESCRIPTION: Furnish & Install Sunshine Hill Bridge Deck
ITB# 12-13.012

BID TABULATION		DESCRIPTION: Furnish & Install Sunshine Hill Bridge Deck									
Bid Opening Time: 3:00 p.m., CST		Cover Sheet/ Acknowl.	Sworn Statement Pursuant to Section (287.133) (3) (a), Florida Statutes, on Entity Crimes	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Certificate of authority to do Business in the State of Florida	Bid Bond/	Acknowledgment of Addendum	Bridge Total		
Bid Opening Date: 01/07/2013											
Opening Location: Rm 11.407											
NAME OF BIDDER											
Davis Marine Construction Inc	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	\$88,499		
F & W Construction Co Inc	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	\$73,500		
Murphree Bridge Corp	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	\$86,500		

BIDS OPENED BY: Paul Nobles, CPPO, CPPB, Purchasing Coordinator **DATE:** January 7, 2013

BIDS TABULATED BY: Angie Holbrook, Senior Office Support Assistant **DATE:** January 7, 2013

CAR DATE: 01/17/2013 **BCC DATE:** 01/17/2013

The Purchasing Manager recommends to the BCC: To award Lump Sum contract to: F & W Construction Co, Inc for the above referenced project in a total amount of \$73,500

Pursuant to Section 119.07(3)(M), F.S., all documents relating to this tabulation are available for public inspection and copying at the office of the Purchasing Manager.

Posted at: 9:45 am CST, Thursday, January 10, 2013


 JFYabn



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3774

County Administrator's Report 14. 27.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/17/2013

Issue: Resolution to Approve and Authorize the Chairman to Sign a Lease Agreement between Escambia County and Community Action Program Committee, Inc.

From: David Wheeler, Department Director

Organization: Facilities Management

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Lease of the County-Owned Building at 292 Muscogee Road, by Community Action Program Committee, Inc. - David W. Wheeler, CFM, Facilities Management Department Director

That the Board take the following action concerning the lease of the County-owned building at 292 Muscogee Road:

A. Adopt the Resolution authorizing the lease of real property to Community Action Program Committee, Inc., for the property located at 292 Muscogee Road, Cantonment, Florida, for the term of three years, commencing on February 1, 2013, with two additional two-year terms. Rent is to be paid to the County in the amount of \$1.00 per year; and

B. Authorize the Chairman to sign the Resolution and the Lease Agreement.

BACKGROUND:

This new lease will require Community Action Program Committee, Inc., to pay for all contractual services such as electricity, gas, water, sewer, custodial services, sanitation, pest control, security, telephone, internet, and cable television. Community Action Program Committee Inc., is a non-profit corporation that provides assistance to low-income individuals in Escambia County to achieve self-sufficiency.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The Lease Agreement was prepared in conjunction with the County Attorney's Office and Facilities Management. The County Attorney's office has approved as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Current Policy requires Board approval for lease agreements involving County-owned property.

IMPLEMENTATION/COORDINATION:

Signatures are required by both parties.

Attachments

CAPC Resolution & Lease

RESOLUTION NUMBER R2013-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AUTHORIZING THE LEASE OF REAL PROPERTY TO COMMUNITY ACTION PROGRAM COMMITTEE, INC.; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Escambia County (County) is the owner of real property (Property) located at 292 Muscogee Road, Escambia County, Florida; and

WHEREAS, Community Action Program Committee, Inc. (CAPC) is a non-profit corporation that assists low-income individuals in Escambia County to achieve self-sufficiency; and

WHEREAS, CAPC has requested that the County lease the Property to CAPC for use as an administrative office for its assistance program for low-income individuals; and

WHEREAS, the Board of County Commissioners for Escambia County has determined that the Property is not needed for County purposes and that it is in the best interest of the County to lease the Property to CAPC under the terms and conditions stated herein; and

WHEREAS, the conveyance is authorized pursuant to Section 125.38, Florida Statutes.

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

- Section 1. The foregoing recitals are true and correct and are incorporated herein by reference.
- Section 2. The Property shall be leased to CAPC for the annual rent of \$1.00 and otherwise in accordance with the terms and conditions contained in the Lease Agreement between Escambia County and Community Action Program Committee, Inc. attached to this resolution.
- Section 3. This Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this _____ day of _____, 2013.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: Gene M. Valentino, Chairman

By: _____
Deputy Clerk

This document approved as to form and legal sufficiency.
By: [Signature]
Title: Asst. County Attorney
Date: Jan. 10, 2013

LEASE AGREEMENT BETWEEN ESCAMBIA COUNTY AND
COMMUNITY ACTION PROGRAM COMMITTEE, INC.

THIS LEASE AGREEMENT is made and entered into this ____ day of _____, 2013 by and between Community Action Program Committee, Inc., a Florida non-profit corporation ("CAPC") and Escambia County, a political subdivision of the State of Florida ("County").

WITNESSETH:

WHEREAS, Escambia County (County) is the owner of real property (Property) located at 292 Muscogee Road, Escambia County, Florida; and

WHEREAS, Community Action Program Committee, Inc. (CAPC) is a non-profit corporation that assists low-income individuals in Escambia County to achieve self-sufficiency; and

WHEREAS, CAPC has requested that the County lease the Property to CAPC for use as an administrative office for its assistance program for low-income individuals; and

WHEREAS, the Board of County Commissioners for Escambia County has determined that the Property is not needed for County purposes and that it is in the best interest of the County to lease the Property to CAPC under the terms and conditions stated herein; and

NOW, THEREFORE, the reasons set forth herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein by reference.
2. **Property Leased.** The County leases to CAPC property located at 292 Muscogee Road, Pensacola, Florida, more particularly described in the attached Exhibit A ("Property").
3. **Term.** The initial term of the Lease shall be for three (3) years, commencing on _____, 2013 (Effective Date). This Lease may be renewed by CAPC for two additional two (2) year terms, provided that CAPC shall deliver to the County written notice of its intent to renew at least thirty (30) days prior to the expiration of the current term.
4. **Rent.** CAPC shall pay to the County as rent the sum of One Dollar (\$1.00) per year.
5. **Construction of Improvements.** No new permanent improvements shall be constructed on the Property unless CAPC first obtains written authorization from the County. CAPC shall be responsible for obtaining all permits necessary for any construction or improvements. Upon termination or expiration of this Lease, any such improvements not removed by CAPC may be disposed of by the County in any manner the County deems appropriate.

6. Maintenance and Utilities. CAPC shall be responsible for routine maintenance of the Property and for ensuring that the Property is kept in a neat, safe, and orderly condition. CAPC shall be responsible for all utility service charges, including electricity, gas, water, sewer, custodial services, sanitation, pest control, security, telephone, internet, and cable television.

7. Repairs. The County shall repair the Property, including the structural elements, roof, doors, windows, electrical system, heating and air conditioning system, plumbing system, painting, carpet or other floor covering, fixtures, and paved elements. The cost of such repairs shall be the responsibility of the County except to the extent that the damage or condition necessitating the repair is the result of the negligent or willful misconduct of CAPC, its officers, employees, agents, and invitees.

8. Inspection. CAPC shall regularly inspect the Property and any improvements and promptly correct and/or notify the County, as appropriate, of any situation that would reasonably be perceived to represent a danger or hazard to persons or to the Property. CAPC accepts the Property "as is" on the Effective Date of this Lease with no warranties regarding suitability of use.

9. Indemnification. CAPC agrees to hold harmless, pay on behalf of, protect, defend, and indemnify the County, its officers, agents, and employees from and against any demand, claim, suit, loss, expense, or damage which may be asserted against any of them by reason of any alleged damage to property or injury to or death of any person arising out of or in any way related to the use or possession of the Property by CAPC.

10. Insurance. CAPC shall provide, at its own expense, insurance to cover any damage sustained by the leased premises or any improvements, whether occasioned by fire, windstorm, flood, or other hazard or casualty, or act of God. The insurance must cover the value of replacement costs for the building.

During the term of the Lease, CAPC shall procure and maintain general liability insurance with \$1,000,000 per occurrence and aggregate limits, including coverage of bodily injury, broad property damage, operations, products and completed operations, contractual liability covering this agreement and personal injury. All insurance carriers must be rated "A," VII or higher by the most recently published edition of A.M. Best rating guide. CAPC shall provide thirty (30) days prior written notice to Escambia County before any change in or cancellation of any of the identified coverages.

Escambia County must be provided the certificates of insurance which reflect Escambia County, Post Office Box 1591, Pensacola, Florida 32597-1591, as an "additional insured" and the certificate holder. Certificates must be mailed to Michael Watts, Risk Manager, Post Office Box 1591, Pensacola, Florida 32597-1591. Certificates must reflect a thirty (30) day notice of cancellation and non-renewal clauses. Certificates of insurance will be satisfactory to the County with all succeeding coverages and carriers to be consecutive to prior coverages.

No provision of the Lease can be construed, or in any way is intended to be construed, as a waiver of Escambia County's sovereign immunity or any other limitation of liability of

Escambia County. Escambia County is self-insured for liabilities in excess of the amounts provided under Section 768.28, Florida Statutes.

CAPC agrees not to violate, or knowingly or negligently permit or allow to be violated, any condition of any insurance policies required by the Lease. All insurance coverage of CAPC must be primary to any insurance or self-insurance carried by Escambia County applicable to the Lease. The acceptance by Escambia County of any Certificate of Insurance does not constitute approval or agreement by Escambia County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the Lease.

11. Use of Premises. CAPC shall use the Property solely as an administrative office for its assistance program for low-income individuals and for no other purpose.

12. Termination. Either party may terminate this Lease, for cause or convenience, by providing at least thirty (30) days written notice to the other party. Upon termination, CAPC shall return the Property to the condition that existed on the Effective Date of the Lease.

13. Rent, Notices and Correspondence. Rent, notices and correspondence to the County and CAPC under this Lease will be addressed to, mailed, or delivered to the following:

COUNTY:

County Administrator or designee
Escambia County, Florida
221 Palafox Place
Pensacola, Florida 32502

CAPC:

Douglas B. Brown, Executive Director
Community Action Program Committee, Inc.
1380 N. Palafox Street
Pensacola, Florida 32501

With a copy of notices and
correspondence to:

County Attorney
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502

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

14. Right of Entry. The County, its officers, agents, employees, representatives and contractors shall have the right, at all reasonable times, to enter upon the Property for the purpose of inspecting and observing the use of the Property, as long as such inspections and observations do not unreasonably interfere with CAPC's use of the Property.

15. Compliance with Laws. CAPC agrees to comply with all federal, state and local laws, ordinances, policies or other governmental regulations applicable to the Property and its proposed use.

16. Entire Agreement. This Lease contains the entire agreement between the parties and supersedes all prior oral and written agreements between them regarding the Property. This Lease may be modified only by an amendment in writing, dated and signed by the County and CAPC after the date of this Lease. CAPC acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed this Lease.

17. Assignments and Subleases. This Lease shall not be assigned or subleased.

18. Dispute Resolution. Each party shall bear its own attorneys' fees and costs in connection with any litigation or other dispute resolution proceeding related to this Lease or CAPC's use of the Property. Venue for any litigation or dispute resolution proceeding shall be in Escambia County, Florida.

19. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

20. Taxes. CAPC shall be responsible for all taxes and assessments against the Property, improvements, or otherwise arising out of this Lease.

21. Miscellaneous. The captions, headings and paragraph titles in this Lease are for the convenience of reference only, and are not intended in any way to restrict, affect, or interpret the provisions of any paragraph of this Lease. If any provision of this Lease or the its application to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law. The parties agree this Lease shall be construed in accordance with the laws of the State of Florida and shall not be more strictly construed against either party by reason of the fact that one party may have drafted or prepared the Lease.

IN WITNESS WHEREOF, the County and CAPC have caused this Lease to be executed by their duly authorized representative as of the day and year first above written.

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

ATTEST: Pam Childers
Clerk of the Circuit Court

Gene M. Valentino, Chairman

Deputy Clerk

COMMUNITY ACTION PROGRAM
COMMITTEE, INC.

Witness _____
Print Name _____

Witness _____
Print Name _____

By: Douglas B. Brown, Executive Director

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2013, by Douglas B. Brown as Executive Director of Community Action Program Committee, Inc., a Florida non-profit corporation, on behalf of the corporation. He () is personally known to me, or () has produced current _____ as identification.

Signature of Notary Public

(Notary Seal)

Printed Name of Notary Public

This document approved as to form and legal sufficiency.

By: Schlag
Title: Asst. County Attorney
Date: Jan. 10, 2013

Escambia County Property Appraiser
111N314000006004 - Full Legal Description

W 75 FT OF N 150 FT OF LT 4 S/D S OF MUSCOGEE RD (ST RD NO 164) PLAT DB 106 P 594
OR 320 P 554 OR 403 P 636



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3753

County Attorney's Report 14. 1.

BCC Regular Meeting

Action

Meeting Date: 01/17/2013

Issue: Settlement of Workers' Compensation Claim Involving Claudette Patton

From: Ryan Ross, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Settlement of a Workers' Compensation Claim Involving Claudette Patton

That the Board of County Commissioners approve a washout Workers' Compensation settlement, in the amount of \$105,000.00, for former equipment operator Claudette Patton, inclusive of attorney's fees and costs. In exchange for the settlement, Ms. Patton shall execute a general release of liability on behalf of Escambia County.

BACKGROUND:

Claudette Patton is a former Escambia County equipment operator. On May 11, 2000, she injured herself in the line of duty when she stepped off of a piece of equipment and injured her right ankle. She received significant medical treatment as a result of this injury. Her treating physician placed her at maximum medical improvement on May 25, 2004 and assigned her a 2.0% permanent impairment rating. Her physician also assigned significant work restrictions, including a limitation on her ability to operate machinery. She qualified for social security disability and the County administratively accepted her as permanently and totally disabled effective May 25, 2004.

An attorney for the County's third-party adjuster has negotiated a washout settlement of Ms. Patton in the amount of \$105,000.00, inclusive of attorney's fees and costs. This settlement represents significant savings from the estimated total payout over the life of her claim. In exchange for this settlement amount, Ms. Patton shall execute a general release of liability on behalf of Escambia County.

BUDGETARY IMPACT:

Reserves are coordinated through Risk Management and the County's third-party carrier, Preferred Governmental Claims Solutions. Monies are paid out of Fund 501, Account 239898.

LEGAL CONSIDERATIONS/SIGN-OFF:

This agreement was reviewed 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-3757

County Attorney's Report 14. 2.

BCC Regular Meeting

Action

Meeting Date: 01/17/2013

Issue: Settlement of Workers' Compensation Claim Involving Lloyd Bryan

From: Ryan Ross, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Settlement of A Workers' Compensation Claim Involving Lloyd Bryan

That the Board of County Commissioners approve a washout Workers Compensation settlement to former corrections officer Lloyd Bryan, in the amount of \$215,000.00, inclusive of attorney's fees and costs. In exchange for the settlement amount, Mr. Bryan will execute a general release of liability on behalf of Escambia County.

BACKGROUND:

Lloyd Bryan is a 62 year-old former Escambia County corrections officer. On August 18, 2005, he suffered a heart attack. Mr. Bryan subsequently retired on October 1, 2005 and pursued a workers compensation claim pursuant to Section 112.18, Florida Statutes. (This statute establishes a presumption that if a correctional officer is diagnosed with heart disease, the condition was work-related.) His treating cardiologist placed Mr. Bryan at maximum medical improvement in March 2006, assigned a permanent impairment rating of 70.0%, and opined that Mr. Bryan was incapable of working due to his heart condition. As a result, the County voluntarily accepted Mr. Bryan as permanently and totally disabled.

The attorney for the County's third-party adjuster has thoroughly evaluated the claim and has negotiated a washout workers compensation settlement in the amount of \$215,000.00, inclusive of attorney's fees and costs. The present value of future permanent and total disability payments is estimated at \$314,000.00. This indemnity portion of the settlement is \$155,000.00, representing a substantial savings over the life of the claim. The County will also fund a Medicare set-aside annuity in the amount of \$59,846.00 to settle any obligations to provide medical care. The remainder of the settlement shall cover any due attorney's fees or costs. In exchange for this settlement, Mr. Bryan will execute a general release of liability on behalf of the County.

BUDGETARY IMPACT:

Reserves are coordinated through Risk Management and the County's third-party carrier, Preferred Governmental Claims Solutions. Monies are paid out of Fund 501, Account 239898.

LEGAL CONSIDERATIONS/SIGN-OFF:

This 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-3763

County Attorney's Report 14. 3.

BCC Regular Meeting

Action

Meeting Date: 01/17/2013

Issue: Settlement of Workers' Compensation Claim Involving William V. Brandenburg

From: Ryan Ross, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Settlement of a Workers' Compensation Claim Involving William V. Brandenburg

That the Board of County Commissioners approve a washout Workers' Compensation settlement for former employee William Brandenburg, in the amount of \$215,000.00, inclusive of attorney's fees and costs. In exchange for this settlement, Mr. Brandenburg shall execute a general release of liability on behalf of Escambia County.

BACKGROUND:

William Brandenburg is a 55 year-old former Escambia County employee. During the course of his employment, he suffered multiple injuries as a result of accidents in 1992 and 2006. He continues to receive medical treatment for these injuries. (A detailed description of these injuries is available through Assistant County Attorney Ryan Ross.) Mr. Brandenburg also suffers from additional conditions that are not work-related but could be compensable under Florida law if the Judge of Compensation Claims determines that they hinder his recovery from his work-related injuries. Because of the significant future exposure for this claim, an attorney for the County's third-party adjuster has negotiated a washout settlement in the amount of \$215,000.00, inclusive of attorney's fees and costs. The County's adjuster states that this settlement amount represents substantial savings from the anticipated future cost of this claim (approximately \$400,000.00) and recommends acceptance of the settlement. In exchange for this settlement, Mr. Brandenburg shall execute a general release of liability on behalf of Escambia County.

BUDGETARY IMPACT:

Reserves are coordinated through Risk Management and the County's third-party carrier, Preferred Governmental Claims Solutions. Monies are paid out of Fund 501, Account 239898.

LEGAL CONSIDERATIONS/SIGN-OFF:

This agreement was reviewed by Ryan E. Ross, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A
