

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.

PLEASE NOTE THAT ALL BCC MEETINGS ARE RECORDED AND TELEVISED

AGENDA

Board of County Commissioners

Regular Meeting – June 10, 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, unless otherwise determined by the Chairman, 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 Barry.
3. Pledge of Allegiance to the Flag.
4. Are there any items to be added to the agenda?

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

5. Commissioners' Forum.
6. Presentation of a plaque to Gregory P. Farrar in recognition of his dedicated service as Commissioner Grover C. Robinson IV's appointee to the Escambia County Animal Services Advisory Committee from February 17, 2011, through April 29, 2013.

7. Proclamations.

Recommendation: That the Board adopt the following five Proclamations:

A. The Proclamation commending and congratulating Road Corrections Officer Joseph C. Snow on his selection as the “Employee of the Month” for June 2013;

B. The Proclamation proclaiming the month of June 2013 as “Drug Court Month” in Escambia County, encouraging the recognition of practitioners and participants, who make the drug court programs work, and recognizing the significant contributions that drug courts have made, and continue to make, in reducing drug usage and crime;

C. The Proclamation commending and congratulating the Pensacola Catholic High School Crusaders Baseball Team on their back-to-back State Baseball Championships and wishing the coaches, staff, and players of the Pensacola Catholic High School Baseball Program continued success in the future;

D. The Proclamation congratulating the National Naval Aviation Museum on its 50th Anniversary and commending the Museum for its enduring vision and continuing mission to “select, collect, preserve and display historic artifacts relating to the history of Naval Aviation”;and

E. The Proclamation officially designating June 11, 2013, as a Day of No Kill in Escambia County, Florida, and encouraging our community to embrace the National Day of No Kill and work to create a No Kill Escambia County, even if it is for “Just One Day,” because if we can do it on June 11, 2013, then we can also do it other days for “Just Another Day.”

8. Retirement Proclamations.

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

A. The Proclamation commending and congratulating William S. Cross, Criminal Justice Program Manager, Corrections Department, on his retirement after 36 years of service; and

B. The Proclamation commending and congratulating Dianne K. Mahoney, Telecommunications Services Technician, Information Technology Department, on her retirement after 35 years of service.

9. Years of Service Recognition.

Recommendation: That the Board recognize, with a pin and certificate, Gordon C. Pike, Corrections Department Director, for his dedication in 40 years of service to Escambia County.

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

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

11. 5:31 p.m. Public Hearing for consideration of the Petition to Vacate a portion of a park parcel in Shady Terrace Subdivision, as petitioned by Robert R. and Darleen L. Johnson.

Recommendation: That the Board take the following action concerning the Petition to Vacate a portion of a park parcel in Shady Terrace Subdivision, as petitioned by Robert R. and Darleen L. Johnson:

A. Approve or deny the Petition to Vacate a portion of a park parcel in Shady Terrace Subdivision (approximately 0.07 acres), as petitioned by Robert R. and Darleen L. Johnson;

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.

The Petitioners own property located at 3708 Pompano Drive, which abuts a County park parcel as shown on the plat of Shady Terrace Subdivision, recorded in Plat Book 6, Page 14, of the Public Records of Escambia County, Florida. The Petitioners' property line does not abut the right-of-way of Pompano Drive. The Petitioners have been utilizing a portion of the park parcel to access their property for a number of years. However, a recent title search and boundary survey performed by the Petitioners indicated that the area they have been using for access to their property from Pompano Drive is part of a platted park in the Shady Terrace Subdivision. The Petitioners are requesting that the County vacate any interest the County has in the portion of the park parcel (approximately 0.07 acres) lying between their property line and the east right-of-way line of Pompano Drive. Staff has made no representations to the Petitioners or to the Petitioners' agent that Board approval of this request confirms vesting or return of title to the land to the Petitioners or to any other interested party.

12. 5:32 p.m. Public Hearing for consideration of the renewal of a Permit to Construct and/or Operate a Construction and Demolition Debris Facility for Longleaf C&D Disposal Facility.

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

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

13. 5:33 p.m. Public Hearing for consideration of adopting an Ordinance repealing the County Investment Advisory Committee.

Recommendation: That the Board adopt an Ordinance of Escambia County, Florida, repealing Chapter 46, Article V, Division 2, of the Escambia County Code of Ordinances establishing a County Investment Advisory Committee; providing for inclusion in the code; providing for an effective date.

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 Letter Provided to the Clerk to the Board's Office

That the Board accept, for filing with the Board's Minutes, the letter, dated April 10, 2013, and received in the Clerk to the Board's Office on May 14, 2013, from Jean Whitten, Director, Division of Administration, Northwest Florida Water Management District, advising that the District's audited financial statements for the Fiscal Year ended September 30, 2012, are available for viewing on its website, www.nwfwmd.state.fl.us, in the Business & Finance Section.

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

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

A. Approve the Minutes of the Special Board Meeting held May 29, 2013;

B. Approve the Minutes of the Regular Board Meeting held May 16, 2013;

C. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held May 16, 2013; and

D. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole (C/W) Workshop held May 9, 2013.

GROWTH MANAGEMENT REPORT

I. Action Item

1. The Review of the Comprehensive Plan Annual Report 2011/2012

That the Board of County Commissioners (BCC) review and approve the 2011/2012 CPIC Annual Report. At the May 6, 2013 Planning Board meeting, the Board recommended approval.

COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

1. Recommendation Concerning the Request for Disposition of Property for the Information Technology Department - David Musselwhite, Information Technology Department Director

That the Board approve the nine Request for Disposition of Property Forms for the Information Technology Department for all items of equipment, which are described and listed on the Request Forms, with reason for disposition stated. The items are to be auctioned as surplus or properly disposed of.

2. Recommendation Concerning the Resolution for Continued Use and Maintenance of J. Earle Bowden Way - Michael D. Weaver, Public Safety Department Director

That the Board adopt and authorize the Chairman to sign the Resolution supporting the continued use and maintenance of J. Earle Bowden Way (State Road 399) on Santa Rosa Island, in the interest of public safety.

3. Recommendation Concerning a Clinical/Externship Education Affiliation Agreement between Fortis Institute and Escambia County, Florida - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the Clinical/Externship Education Affiliation Agreement between Fortis Institute and Escambia County, Florida:

A. Approve the Agreement to allow the provision of clinical/externship education experiences, required for certain students of Fortis Institute, under the auspices of Escambia County Emergency Medical Services (EMS); and

B. Authorize the Chairman to sign the Agreement.

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

That the Board authorize the scheduling of a Public Hearing for July 11, 2013, at 5:31 p.m., to consider the Petition to Vacate a portion of Scott Street (approximately 0.23 acres), as petitioned by James and Rebecca Fisher.

Petitioners own property in Block 48 and Block 53, Oakcrest Subdivision, recorded in Plat Deed Book 67, Page 28, of the Public Records of Escambia County, Florida. Scott Street is a platted 60-foot right-of-way as shown on the Plat of said Oakcrest Subdivision. Petitioners are requesting the Board vacate any interest in the unimproved portion of Scott Street (approximately 0.23 acres) extending east to west lying between Fernwood Avenue and Hollywood Avenue and abutting the north line of Block 48, Oakcrest Subdivision and the south line of Block 53, Oakcrest Subdivision. Staff has made no representations to the Petitioners or to the Petitioners' agent that Board approval of this request confirms vesting or return of title to the land to the Petitioners or to any other interested party.

5. Recommendation Concerning the Selection Committee for the County Administrator Position - Thomas G. Turner, Human Resources Department Director

That the Board confirm, subject to the receipt of their Resumes, the appointments of the following individuals to the County Administrator Selection Committee, effective June 10, 2013, through the date of hire of a County Administrator:

NAME

David Pavlock
Joseph E. Ward, Sr.
Pastor Joseph Marshall
Tom Knox
Bob Price, Jr.

APPOINTED BY

Commissioner Wilson B. Robertson
Commissioner Gene M. Valentino
Commissioner Lumon J. May
Commissioner Grover C. Robinson, IV
Commissioner Steven L. Barry

6. Recommendation Concerning the Request for Disposition of Property for the Public Defender's Office - David Lambert, Public Defender's Office

That the Board approve the Request for Disposition of Property Form, for the Public Defender's Office, for equipment which is described and listed on the Disposition Form. The listed item is in excess and has been found to be of no further usefulness to the County.

7. Recommendation Concerning a Memorandum of Agreement Relating to Reef Material - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning a Memorandum of Agreement Relating to Reef Material:

A. Approve the Memorandum of Agreement (MOA) Relating to Reef Material between Escambia County and Frank Patti, Jr.; and

B. Authorize the Chairman to execute the MOA.

[The reef is donated; all construction and deployment costs are borne by Mr. Patti]

(BACKUP TO BE DISTRIBUTED UNDER SEPARATE COVER)

8. Recommendation Concerning the Memorandum of Understanding between Escambia County and the Escambia County Clerk of Circuit Court & Comptroller to Provide Exchange Server Services - David Musselwhite, Information Technology Department Director

That the Board approve and authorize the Chairman to sign the Memorandum of Understanding between Escambia County and the Escambia County Clerk of Circuit Court & Comptroller to Provide Exchange Server Services.

The attorneys for both the Board and Clerk's Office want to memorialize through this Agreement both parties' specific responsibilities for, among other items the responsibilities, when conflict or potential conflicts of interest may arise.

9. Recommendation Concerning the Request for Disposition of Property for the Florida Department of Health in Escambia County - Susan Turner, MD, MS, Associate Director, Florida Department of Health in Escambia County

That the Board approve the Request for Disposition of Property Form for the Florida Department of Health in Escambia County and 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 Florida Department of Health in Escambia County.

10. Recommendation Concerning the Request for Disposition of Property for the Florida Department of Health in Escambia County - Susan Turner, MD, MS, Associate Director, Florida Department of Health in Escambia County

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

11. Recommendation Concerning a Resolution of Support of Navy Federal Credit Union Phase I Expansion - George Touart, Interim County Administrator

That the Board take the following action concerning Economic Development Incentives for Navy Federal Credit Union (NFCU) Phase I Expansion, an economic development prospect:

A. Adopt a Resolution establishing the Board's intent to adopt an Ordinance for an Economic Development Ad Valorem Tax Exemption (EDATE) for Navy Federal Credit Union (NFCU) Phase I Expansion for up to 10 years; and

B. Authorize the Chairman to execute the Resolution.

12. Recommendation Concerning Economic Development Incentives for "Project Evergreen" - George Touart, Interim County Administrator

That the Board take the following action concerning Economic Development Incentives for "Project Evergreen," an economic development prospect:

A. Adopt a Resolution approving "Project Evergreen" as a Qualified Target Industry Business, eligible to apply for the State's Qualified Target Industry Tax Refund Program; and

B. Authorize the Chairman to execute the Resolution.

[Funds are available in Fund 102, Economic Development Fund, Cost Center 360704, Account 58201, Aids to Private Organizations]

13. Recommendation Concerning Economic Development Incentives for "Project Pearl" - George Touart, Interim County Administrator

That the Board take the following action concerning Economic Development Incentives for "Project Pearl," an economic development prospect:

A. Adopt a Resolution approving "Project Pearl" as a Qualified Target Industry Business, eligible to apply for the State's Qualified Target Industry Tax Refund Program; and

B. Authorize the Chairman to execute the Resolution.

[Funds are available in Fund 102, Economic Development Fund, Cost Center 360704, Account 58201, Aids to Private Organizations]

14. Recommendation Concerning an Appointment to the Tourist Development Council - George Touart, Interim County Administrator

That the Board appoint Ian M. Jacobs to the Tourist Development Council, for a four-year term, effective June 10, 2013, through June 9, 2017, as a "Hotel/Motel Industry" appointee, to replace Thaisa F. Bivins, who has resigned.

15. Recommendation Concerning Escambia County Housing Finance Authority Reappointment - George Touart, Interim County Administrator

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

A. Waive the Board's Policy, Section I, Part B 1. (D), Appointment Policy and Procedures; and

B. Reappoint Steve Jernigan for another four-year term, effective August 1, 2013, through July 31, 2017.

16. Recommendation Concerning an Appointment to the Escambia County Value Adjustment Board - George Touart, Interim County Administrator

That the Board appoint Rodger "RP" Doyle to the Escambia County Value Adjustment Board to serve a one-year term, effective June 10, 2013, through June 9, 2014.

II. Budget/Finance Consent Agenda

1. Recommendation Concerning Supplemental Budget Amendment #154 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #154, Escambia County Restricted Fund (101) in the amount of \$1,435, to recognize proceeds from the Solid Waste Annual Dump Dash 5K and Trash-A-Thon, and to appropriate these funds in the current year's Budget.

2. Recommendation Concerning Budget Amendment #164 - Amy Lovoy, Management and Budget Services Department Director

That the Board approve Budget Amendment #164, Public Safety Department, Other Grants and Projects Fund (110) in the amount of \$2,985, to cover final personnel costs associated with the Emergency Management Performance (EMP) Federal Grant through the end of the State's Fiscal Year that ends June 30, 2013.

3. Recommendation Concerning Supplemental Budget Amendment #165 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #165, Local Option Sales Tax III Fund (352) in the amount of \$7,458, to recognize reimbursements received from the Emerald Coast Utilities Authority (ECUA) under a cost-sharing Agreement for the Cary's Lane resurfacing project, and to appropriate these funds back to the Local Option Sales Tax III Fund (352).

4. Recommendation Concerning Supplemental Budget Amendment #166 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #166, Master Drainage Basin Fund (181) in the amount of \$13,437, to recognize a reimbursement received from Olive Baptist Church for pipe material used in the University Parkway Outfall Project, and to appropriate these funds back to the Master Drainage Basin Fund (181).

5. Recommendation Concerning the Amendment to Miscellaneous Appropriations Agreement with the Pensacola Bay Area Chamber of Commerce, Inc. - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning approval of the Amendment to Miscellaneous Appropriations Agreement with Pensacola Bay Area Chamber of Commerce, Inc.:

A. Approve the Amendment to the Fiscal Year 2012/2013 Miscellaneous Appropriations Agreement amending Section 3, increasing the allocation by \$1,587,995, for a total allocation of \$5,726,670, to be paid from the Tourist Promotion Fund, Fund 108, Cost Centers 360101 and 360105;

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

C. Approve the necessary Change Order.

6. Recommendation Concerning the Myrtle Grove Athletic Park Improvements - Amy Lovoy, Management and Budget Services Department Director

That the Board award a Contract to Utility Service Co., Inc., for the Myrtle Grove Athletic Park Improvements, PD 12-13.037, in the amount of \$537,741.14.

[Funding: Fund 352, LOST III, Cost Center 350229, Object Code 56301, Project #12PR1842]

7. Recommendation Concerning the Pensacola Beach Landscaping - Amy Lovoy, Management and Budget Services Department Director

That the Board award a Contract to Wallace Sprinklers & Supply, Inc., in the amount of \$574,423.20, for Pensacola Beach Landscaping, PD 12-13.036.

[Funding: Fund 167, "Bob Sikes Toll," Cost Center 140302, Object Code 53401, \$500,000; Fund 352, "LOST III," Cost Center 210107, Object Code 56301, Project #12EN2044, \$74,423.20]

8. Recommendation Concerning the Purchase of a Security Camera System for the Escambia County Area Transit - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize the County to piggyback off of the GSA Contract #GS-07F-0421K, in accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; exemptions; and Section 46-64, Board approval, and award a Purchase Order to Vicon Industries, Inc., in accordance with quotation #140354-6, PD 12-13.043, in the amount of \$99,954.04, for the purchase of a Security Camera System for the Escambia County Area Transit.

[Funding: Fund 320, FTA Capital Project Fund, Cost Center 320415, Object Code 56401]

9. Recommendation Concerning the Purchase of Two Vehicles for the Fire Services Division - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize the County to piggyback off of the State of Florida Term Contract #071-000-13-1, in accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; exemptions; and Section 46-64, Board approval, and award a Purchase Order for two 2013 Chevrolet Tahoe 2wd Commercial vehicles, for the Fire Services Division, in accordance with the specifications, in the amount of \$54,887.60, to Garber Chevrolet Buick GMC Truck, PD 12-13.045.

[Funding: Fund 352, LOST III, Cost Center 330228, Project Code 08FS0018, Account Code 56401]

10. Recommendation Concerning Rebid Refuse and Recycling Dumpster Service for County Facilities - Amy Lovoy, Management and Budget Services Department Director

That the Board award a three-year Contract, with two additional one-year options to renew, for Rebid Refuse and Recycling Dumpster Service for County Facilities, PD 12-13.041, to Allied Waste Services of North America, LLC, in accordance with the terms and specifications of the solicitation, and appropriation of funds, for a monthly amount of \$14,969.08, and an estimated yearly total of \$179,629.

[Funding: Fund 001, General Fund, Cost Center 310203, Object Code 54301, \$125,529; Fund 001, General Fund, Cost Center Library, Object Code 54301, \$10,044; Fund 501, Internal Service Fund, Cost Center 150108, Object Code 54301, \$1,427; Fund 352, LOST III Fund, Cost Center 350231, Object Code 54301, Project #08PR0031, \$4,610; Fund 001, General Fund, Cost Center 350204, Object Code 54301, \$3,278; Fund 352, LOST III Fund, Cost Center 350229, Object Code 54301, Project #06PR0085, \$965; Fund 352, LOST III Fund, Cost Center 350229, Object Code 54301, Project #08PR0025, \$1,212; Fund 143, Fire Protection Fund, Cost Center 330206, Object Code 54301, \$20,440; Fund 175, Transportation Trust Fund, Cost Center 290202, Object Code 54301, \$12,124]

11. Recommendation Concerning Security Services for Various County Buildings - Amy Lovoy, Management and Budget Services Department Director

That the Board approve Amendment #3 to the Agreement for Security Services, PD 10-11.043, to add Armed Security Officers hourly billing rates, as noted below, for Securitas Services, USA, Inc., Contract for Security Services for Various County Buildings, PD 10-11.043, with an effective date of June 11, 2013, and authorize the Chairman to execute the Amendment:

DESCRIPTION

HOURLY BILLABLE RATES

Standard/Overtime

Armed Security Officers

\$20.53/\$30.79

12. Recommendation Concerning the State of Florida, Division of Emergency Management, Federal Fiscal Year 2010 Homeland Security Grant - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the State of Florida, Division of Emergency Management (FDEM), Federal Fiscal Year 2010 Homeland Security Grant Program Contract #13-DS-9Z-01-27-01-XXX, Federally-Funded Subgrant Agreement, allocating to Escambia County a Grant totaling \$41,093.22, for the period of October 1, 2010, through June 30, 2013:

A. Accept the FDEM Agreement allocating Grant funding that will be identified in Fund 110, Other Grants and Projects, Cost Center 330459 (Revenue Account 334252);

B. Authorize the Chairman or Vice-Chairman to sign the Grant Agreement; and

C. Authorize the County Administrator to execute any Grant-associated document as required to implement this Grant Agreement.

13. Recommendation Concerning the Upgrade to the Computer Aided Dispatch System - Michael D. Weaver, Public Safety Department Director

That the Board approve the issuance of a Purchase Order to Infor Public Sector, Inc., in the amount of \$144,300, to upgrade the Computer Aided Dispatch (CAD) System to the SQL Server platform, for the Escambia County Emergency Communications Center.

[Funding Source: Fund 001, General Fund, Cost Center 330403, (Emergency) Communications]

14. Recommendation Concerning a Navy Federal Credit Union Rebate - George Touart, Interim County Administrator

That the Board approve a rebate to Navy Federal Credit Union (NFCU), in the amount of \$10,479.26, authorized by Escambia County Ordinance 2007-56, and approved by the Board on September 16, 2010. NFCU has completed year four of the criteria established in the Economic Development Agreement, dated April 2, 2009.

[Funds are available in Fund #102, the Economic Development Fund, Cost Center 360704, Account 58201, Aids to Private Organizations]

15. Recommendation Concerning a Sales Order Agreement for Elections System and Software for the Office of the Supervisor of Elections - David H. Stafford, Supervisor of Elections

That the Board take the following action concerning the Sales Order Agreement, for Maintenance, Software License, and Support Services for the Supervisor of Elections Office:

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

B. Authorize the Chairman to execute the Sales Order Agreement.

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

16. Recommendation Concerning the Escambia County Area Transit Job Access Reverse Commute and New Freedom Grants - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Escambia County Area Transit (ECAT) Job Access and Reverse Commute (JARC) and New Freedom Programs Operating Agreement:

A. Approve the Agreement between Escambia County and the Transportation Planning Organization for Operation of Job Access and Reverse Commute and New Freedom Programs; and

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

The JARC Program was established to address the unique transportation challenges faced by welfare recipients and low-income persons seeking to obtain and maintain employment. The New Freedom Formula Grant Program aims to provide additional tools to overcome existing barriers facing Americans with disabilities seeking integration into the work force and full participation in society. Lack of adequate transportation is a primary barrier to work for individuals with disabilities. The Florida-Alabama Transportation Planning Organization (TPO) has applied for Federal Transit Administration JARC Program and New Freedom Programs funds, and the TPO wishes to engage ECAT as a qualified management team with supporting assets and knowledge appropriate to the conduct and operation of the JARC and New Freedom Programs.

An Agreement pertaining to these programs between Escambia County and the TPO, dated January 6th, 2011, has now expired and a new Agreement must be executed.

17. Recommendation Concerning the Acceptance of a Parcel of Property Located on Northcreek Drive - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the acceptance of the donation of a parcel of real property (approximately 0.06 acres) located on Northcreek Drive from Philip Lee Russell and Anita Francene Russell:

A. Accept the donation of a parcel of real property (approximately 0.06 acres) located on Northcreek Drive from Philip Lee Russell and Anita Francene Russell;

B. Authorize the payment of documentary stamps as the property is being donated for governmental use, which is for road right-of-way, and the County benefits from the acceptance of this property, which provides adequate property for maintenance and future upgrades to the roadway system, which enhances the safety and well-being of the citizens of Escambia County;

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 Warranty Deed as of the day of delivery of the Warranty Deed to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

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

Northcreek Drive is a deeded County right-of-way with varying width, extending east off Chemstrand Road and north of East Ten Mile Road. The developer of Northcreek Subdivision (Philip and Anita Russell) still owns a small strip of property approximately 13 feet by 208 feet abutting the north right-of-way line of Northcreek Drive. This strip of property lies within the maintained area of Northcreek Drive and appears to be part of the right-of-way. Philip and Anita Russell have offered to donate this strip of property to Escambia County.

18. Recommendation Concerning the Sauflay Field Road C&D Landfill Closure and Stormwater Improvement Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning Amendment #1 to the Agreement between Escambia County, Florida, and Panhandle Grading & Paving, Inc., for the Sauflay Field Road C&D Landfill Closure and Stormwater Improvement Project, Contract PD 10-11.082:

A. Approve Amendment #1 to the Agreement between Escambia County, Florida, and Panhandle Grading & Paving, Inc., for Architect/Engineer Designed Construction Contract Documents (PD 10-11.082), for the Sauflay Field Road C&D Landfill Closure and Stormwater Improvement Project, to revise Contract retainage provisions to stipulate that at the County's discretion, 5 percent of the sum retained for payments may be released to the contractor prior to final completion of the entire project, upon receiving approval from the architect/engineer; and

B. Authorize the Interim County Administrator to execute the Amendment and all related documents as required to implement the Project.

[Funding: Fund 401, "Solid Waste," Cost Center 230316, Object Code 56301]

Meeting in regular session on December 8, 2011, the Board awarded the bid and Contract for PD 10-11.082, construction of the Sauflay Field Road C&D Landfill Closure and Stormwater Improvement Project to Panhandle Grading & Paving, Inc. Following this action, the County and Panhandle Grading & Paving, Inc., mutually executed the standard County Construction Agreement for completion of the Project, which provides for a 10 percent retainage to be held through 100 percent completion of the Project. This Project is completing the closure of the Sauflay Field Road Construction and Demolition by excavating, transporting, and disposing of waste and achieving design grades for the facility.

The intent of this Recommendation is to allow, at the discretion of the County Contract Manager, the retainage to be reduced from 10 percent to 5 percent over the duration of the Project. The 5 percent retainage will then be retained through the entire Project and only released upon final completion and acceptance of the entire Project. Release of any portion or percentage of sums retained prior to final completion of the Project shall in no way imply approval or acceptance of the contractor's work. It should also be noted that this Project is covered by a 100 percent Performance and Payment Bond.

It is anticipated that the contractor will be 95 percent complete as of this meeting date. This request for approval is for work that is incidental to closure activities, (i.e., pond excavation, waste transport, waste placement,

mobilization, bonds, waste excavation, and removing the existing cover at the Perdido Landfill) and has already been completed. The remaining 5 percent retainage will cover closeout of the project.

19. Recommendation Concerning the Acquisition of Property Located on Herman Street from Tornado Fence, Inc. - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action regarding the acquisition of a parcel of real property (approximately 1.24 acres), located on Herman Street, from Tornado Fence, Inc.:

A. Authorize the purchase of a parcel of real property located on Herman Street (approximately 1.24 acres), for the negotiated purchase price of \$3,000 from Tornado Fence, Inc., in accordance with the terms and conditions contained in the Contract for Sale and Purchase;

B. Approve the Contract for Sale and Purchase for the acquisition of a parcel of real property located on Herman Street (approximately 1.24 acres); and

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

[Funding Source: Fund 352, LOST III, Cost Center 210107, Object Code 56101/56301, Project No. 12EN1763]

The Herman Street/Delano Street area between Pace Boulevard and Palafox Highway has a long history of stormwater drainage issues, including flood damage to residences and businesses and road and drainage infrastructure. An Engineering study of this area indicates the need for additional property for stormwater retention purposes. Tornado Fence Inc., owns property located on Herman Street, which is part of an old borrow pit that holds water, but is not a functioning retention pond. The County would like to acquire this property for retention pond purposes as part of the stormwater drainage project for this area.

20. Recommendation Concerning the Carver Area Drainage Improvements - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the Interim County Administrator to take the following action concerning the Carver Area Drainage Improvements:

A. Issue a Task Order to Hatch Mott MacDonald, Florida, LLC, in the amount of \$87,803.50, on Contract PD 02-03.79, "Professional Services" for Engineering, Surveying, and Environmental Services to Develop 100 percent Plans for the Carver Area Drainage Improvements, Task "A" - East Area, which will encompass all areas east of County Road (CR) 297-A;

B. Authorize staff to negotiate additional professional services and issue Task Orders as required for the following:

1. Task "B" - South Central Area, which will be bounded by CR 297-A on the east, Robinson Street on the west, Booker Street on the north, and the Escambia County Road Prison on the south;
2. Task "C" - North Central Area, which lies to the north of Booker Street and south of Muscogee Road, between CR 297-A and Robinson Street; and
3. Task "D" - West Area, which encompasses the area west of Robinson Street, to the north-south leg of Booker Street, from Muscogee Road to the north, and the Escambia County Road Prison to the south.

[Funding Source: Fund 352, "LOST III," Cost Center 210107, Object Code 56301, Project #13EN2395]

Meeting in regular session on February 3, 2005, the Board approved issuing Hatch Mott MacDonald, Florida, LLC, a Task Order for the Muscogee Road area, which included the Carver Park Improvement Project.

Hatch Mott MacDonald, Florida, LLC, is proposing to complete the 2005 preliminary drainage design, as well as provide professional services as required, to develop construction plans to the 100 percent level of completion for the Carver area bounded by Ransom Street to the east, the Escambia County Road Prison to the south, Booker Street to the west, and Muscogee Road to the north. The area encompasses approximately 215 acres and will be divided into four projects: East, South Central, North Central, and West, as indicated on Exhibit A. The East Project will encompass all areas of the Project that lie east of CR 297-A.

Escambia County Public Works Department, Engineering Division, will begin this Project by issuing a Task Order for Task "A," which is being called the East Area and will encompass all areas east of CR 297-A. The work will include updating topographic survey, geotechnical exploration, jurisdictional

wetland assessment and permitting, 60 percent design development, 90 percent design development, 100 percent design development, right-of-way assistance, permitting, bidding assistance and tabulation, public meetings, and construction administration services.

Once this task is complete, staff will begin another phase of the Project, until all four phases of this Project have been designed to the fullest possible extent.

21. Recommendation Concerning the Resolution Designating Lafitte Cove Canal as a Public Waterway and Accepting Continued Maintenance of the Canal - Joy D. Blackmon, P.E., Public Works Department Director

That the Board adopt and authorize the Chairman to sign the Resolution designating Lafitte Cove Canal as a public waterway and accepting continued maintenance of the Canal.

[Funding Source: Fund 175, Transportation Trust Fund, Cost Center 211602. The County will be reimbursed by the Santa Rosa Island Authority (SRIA)]

On February 21, 1972, the Santa Rosa Island Authority (SRIA) entered into an Agreement to lease certain contiguous parcels of property, described in the recorded Plat of "Lafitte Cove," wherein the lessee was authorized to subdivide and develop said property. The lessee was further authorized to construct a canal within the boundaries of the leased premises provided that the lessee maintain the channel and canal with funds paid into a special Escrow Account held by the SRIA.

With the consent of the SRIA, on December 21, 1990, the lessee later entered into an Assignment of the Master Lease Agreement assigning said rights and obligations to the Lafitte Cove Homeowners' Association (HOA). Thereafter, the HOA was responsible for the continued maintenance of the Canal.

Meeting in regular session on April 18, 2013, the Board of County Commissioners entered into an Interlocal Agreement with the SRIA in which the County agreed to accept the maintenance and dredging of Lafitte Cove Canal. The parties further agreed that, for an annual fee of \$65,000, the County would provide the SRIA with all sand dredged from the canal that may be utilized for sand re-nourishment and restoration projects on Santa Rosa Island. The Interlocal Agreement, wherein the County agreed to accept the maintenance of the Canal, may be terminated by either party for any reason upon thirty days written notice.

This Resolution serves to memorialize the County's intent to designate the Lafitte Cove Canal as a public water body and to accept the continued maintenance of the Canal.

If the Board adopts the Resolution, the SRIA shall enter into an Agreement and a corresponding Amendment to the Master Lease Agreement deleting those provisions imposing any obligation upon the lessee or subsequent assigns to maintain the Canal, and the County will bear ultimate responsibility for the continued maintenance of the Canal. The following related documents have been provided: Agreement to Modify Master Lease and Direct Leases, Amendment to Lease Agreement, Cancellation of Assignment of Rights and Obligations Under Lease, and Amendment to Residential Lease Agreements for Lafitte Cove Unit Two.

22. Recommendation Concerning the Purchase of Five Vehicles for the Parks and Recreation Department - Michael Rhodes, Parks and Recreation Department Director

That the Board authorize the County to piggyback off of the State of Florida Term Contracts #071-000-13-1 and Contract #12-20-0905, in accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications; exemptions; and Section 46-64, Board approval, and award a Contract to Hub City Ford, in the amount of \$106,135.80, for the following vehicles:

Two Ford F-150 Pick Up Trucks - \$33,562.80
One Ford F-250 Crew Cab - \$29,608.80
One Ford Escape - \$17,899.00
One Ford F-150 Crew Cab - \$25,065.20

[Funding Source: Fund 352, "LOST III," Account 350229, Object Code 56401, Project No. 08PR0068]

The Parks and Recreation Department, and specifically crews who perform regular maintenance across the County, are replacing five vehicles. These new vehicles transport employees, materials, and equipment to various parks throughout Escambia County. The vehicles being replaced range from a 1997 model to 2001 models. These vehicles served their purpose, none less than 13 years, and considering the amount of service and constant repairs they now require, it was deemed these vehicles need to be replaced. Listed below are the vehicles being replaced, including property number, model year, and respective mileage:

1997 Ford F250	Property #44830	188,078 Miles
1999 Ford F250	Property #46898	130,585 Miles
2000 Dodge 4X4	Property #48355	210,816 Miles
2001 Ford Explorer	Property #49283	162,219 Miles
2001 Ford F550 Crew	Property #50143	104,542 Miles

23. Recommendation Concerning the Contractual Services Agreement for Adult Post-Adjudicatory Drug Court Expansion Operations in Escambia County, Florida - Catherine A. White, Drug Court Manager

That the Board take the following action concerning the Contractual Services Agreement for Adult Post-Adjudicatory Drug Court Expansion Operations in Escambia County, Florida:

A. Approve the Contractual Services Agreement for Adult Post-Adjudicatory Drug Court Expansion Operations in Escambia County, Florida. This Agreement is being submitted for approval as a continuation of the Drug Court Expansion Program, which was initially approved by the Board of County Commissioners (BCC) on November 4, 2010, and was executed by the Office of the State Courts Administrator on November 23, 2010. This Agreement will become effective July 1, 2013, and will terminate June 30, 2014. During this period, funding for the program is not to exceed \$365,000; and

B. Authorize the Chairman, as the County's representative, to sign the Agreement, amendments, and/or other related documents as may be required.

[The funds are made available through the Office of the State Courts Administrator for the period beginning July 1, 2013, and terminating June 30, 2014; there is no cost to the County]

24. Recommendation Concerning the Renewal of the Health Insurance Coverage - Thomas G. Turner, Human Resources Department Director

That the Board take the following action regarding the County's Group Medical Insurance:

A. Approve the renewal of a three-year Pro-Share Contract from October 1, 2012, through September 30, 2015, with Blue Cross and Blue Shield of Florida, Inc.;

B. Approve a renewal of the health insurance coverage in the form of plans Blue Option 1352, Blue Option 1552, and Health Savings Account with Blue Cross and Blue Shield of Florida, Inc., at a four percent increase in premiums for the period October 1, 2013, through September 30, 2014;

C. Authorize the Interim County Administrator to sign the renewal of the 75 percent Pro-Share Contract covering the period from October 1, 2012, through September 30, 2015, with Blue Cross and Blue Shield of Florida, Inc., following review by the County Attorney's office; and

D. Authorize the Interim County Administrator to sign the Employer Application or other documents required to secure the renewal of health

insurance coverage with Blue Cross and Blue Shield of Florida, Inc., following review by the County Attorney's office.

[Funding: The increase is 4% or approximately \$583,000. Funds are available in Fund 501, Internal Service Fund, Cost Center 150108, Object Code 54501]

25. Recommendation Concerning the Purchase of Cisco Network Control Hardware from PC Specialists, Inc. - David Musselwhite, Information Technology Department Director

That the Board approve the purchase of the Cisco Network Admission Control Hardware from PC Specialist, Inc., d/b/a Technology Integration Group (TIG), in the amount of \$40,309.40, Florida State Contract Number 250-000-09-1, to authenticate, authorize, evaluate, and remediate wired, wireless, and remote users before they can access the network.

[The funds are available in the current Budget, General Fund, Fund 001, Cost Center 270103, Object Code 56401]

26. Recommendation Concerning Out-of-County Travel - George Touart, Interim County Administrator

That the Board authorize out-of-County travel for Commissioner Grover C. Robinson, IV, and Commissioner Gene M. Valentino to attend a dinner at the Florida Governor's Mansion on Thursday, June 13, 2013.

[Funding: Fund 001, General Fund, Cost Center 110101, Object Code 54001]

III. For Discussion

1. Recommendation Concerning the Acquisition of Property Located at 10836 Lillian Highway from RL REGI Florida, LLC, for a Public Boat Ramp Facility - Joy D. Blackmon, P.E., Public Works Department Director

That the Board either approve or deny by super majority vote:

A. The purchase of three contiguous parcels of real property (totaling approximately 40 acres) located at 10836 Lillian Highway for the higher of the two appraisals, at a value of \$1,235,000, from RL REGI Florida, LLC, for a Public Boat Ramp Facility, in accordance with the terms and conditions contained in the Agreement for Sale and Purchase of Property;

B. The Agreement for Sale and Purchase of Property for the acquisition of three contiguous parcels of real property located at 10836 Lillian Highway (totaling approximately 40 acres); and

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

The acquisition of this property is funded by the Florida Boating Improvement Program and Local Option Sales Tax (LOST). Current planned improvements at the Lillian Highway Ramp (RL REGI Florida, LLC, property) are being funded by National Resource Damage Assessment (NRDA); future further improvements to the Lillian Highway property will require Grant funding or future LOST funds.

RL REGI, Florida, LLC, owns three contiguous parcels of real property totaling approximately 40 acres located at 10836 Lillian Highway which has frontage on Perdido Bay. The owners listed the property for sale for \$1,900,000. Staff obtained an appraisal performed by G. Daniel Green & Associates, Inc., dated February 27, 2012, which valued the property at \$910,000. Pursuant to Board policy, when property is valued at more than \$250,000, two appraisals are required. Staff obtained another appraisal, performed by Brantley & Associates, dated May 1, 2012, which valued the property at \$1,235,000. The average of the two appraisals is \$1,072,500. The owners were not amenable to accepting the average price of the two appraisals and countered with an offer of \$1,235,000. The owners indicated that they are firm on this price and are not amenable to accepting less.

Meeting in regular session on September 6, 2012, the Board approved the Recommendation to authorize staff to make an offer to RL REGI Florida, LLC, to purchase three contiguous parcels of real property (totaling approximately 40 acres), located at 10836 Lillian Highway for the appraised amount of

\$1,235,000, which is the higher of the two appraisals obtained by staff.

The owners have agreed to sell the three contiguous parcels of real property for the appraised value of \$1,235,000, according to the terms and conditions contained in the Agreement for Sale and Purchase of Property. Board approval of the Agreement for Sale and Purchase of Property is required to complete this acquisition.

[Funding for this project is available in Funding Source: Fund 352, "LOST III", Cost Center 220102, NESD Capital Projects, Project 08NE0018, Boat Ramps]

2. Recommendation Concerning Potential Sites for a Community Center in the Brownsville Area - George Touart, Interim County Administrator

That the Board discuss potential sites and uses for a Community Center in the Brownsville area.

COUNTY ATTORNEY'S REPORT

I. For Action

1. Recommendation Scheduling Three Public Hearings Concerning Natural Gas Franchises

That the Board authorize the scheduling of three Public Hearings as follows:

A. Thursday, July 11, 2013, at 5:33 p.m., for consideration of transferring natural gas rights from the City of Pensacola to the City of Gulf Breeze;

B. Thursday, July 11, 2013, at 5:34 p.m., for consideration of adopting a Natural Gas Franchise Ordinance between Escambia County and the City of Gulf Breeze; and

C. Thursday, July 11, 2013, at 5:35 p.m., for consideration of adopting a Natural Gas Franchise Ordinance between Escambia County and the City of Pensacola.

2. Recommendation Concerning Settlement of a Workers' Compensation Claim Involving Ann Brown

That the Board approve a settlement of the indemnity portion of former employee Ann Brown's workers' compensation permanent total disability claim for a total sum of \$147,596.87. This will discharge the County's continuing obligation to pay permanent total disability benefits.

3. Recommendation Concerning Settlement of Workers' Compensation Claim Involving Phyllis Fuller

That the Board approve a global settlement of former Sheriff's Department employee Phyllis Fuller's workers' compensation case in the amount of \$100,000.00.

The settlement terms include a general release and confidentiality agreement.

II. For Information

1. Recommendation Concerning West Florida Recycling, LLC v. Escambia County, Florida; Case No. 3:13-cv-81-RS-CJK.

That the Board accept the following information report concerning *West Florida Recycling, LLC v. Escambia County, Florida*, Case No. 3:13-cv-81-RS-CJK.

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



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4432

Proclamations 7.

BCC Regular Meeting

Meeting Date: 06/10/2013

Issue: Adoption of Proclamations

From: George Touart, Interim County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Proclamations.

Recommendation: That the Board adopt the following five Proclamations:

A. The Proclamation commending and congratulating Road Corrections Officer Joseph C. Snow on his selection as the "Employee of the Month" for June 2013;

B. The Proclamation proclaiming the month of June 2013 as "Drug Court Month" in Escambia County, encouraging the recognition of practitioners and participants, who make the drug court programs work, and recognizing the significant contributions that drug courts have made, and continue to make, in reducing drug usage and crime;

C. The Proclamation commending and congratulating the Pensacola Catholic High School Crusaders Baseball Team on their back-to-back State Baseball Championships and wishing the coaches, staff, and players of the Pensacola Catholic High School Baseball Program continued success in the future;

D. The Proclamation congratulating the National Naval Aviation Museum on its 50th Anniversary and commending the Museum for its enduring vision and continuing mission to "select, collect, preserve and display historic artifacts relating to the history of Naval Aviation";and

E. The Proclamation officially designating June 11, 2013, as a Day of No Kill in Escambia County, Florida, and encouraging our community to embrace the National Day of No Kill and work to create a No Kill Escambia County, even if it is for "Just One Day," because if we can do it on June 11, 2013, then we can also do it other days for "Just Another Day."

BACKGROUND:

On March 21, 2013, the Board approved the "Employee of the Month and Employee of the Year Awards Program." Each Department will submit one employee to be nominated as the "Employee of the Month." The County Administrator will then select one employee from the nominations. The employee who is selected will receive a check in the amount of \$250, a Proclamation, and a plaque that will hang in the lobby of the Ernie Lee Magaha Government Building for that month.

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:

The Employee of the Month Award Program will cost \$250 per month; the Employee of the Year Award Program will cost \$500 per year. Funding is available through Fund 001, General Fund, Cost Center 150101, Object code 55201.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is consistent with the Board's Goals and Objectives by the recognition and appreciation of the County's most valuable resource - its employees.

IMPLEMENTATION/COORDINATION:

The Human Resources Department and the County Administrator's Office will work together to coordinator this program.

Attachments

Proclamations

PROCLAMATION

WHEREAS, Escambia County has established an "Employee of the Month Program" to recognize one employee to represent the various departments; and

WHEREAS, Joseph C. Snow, a Road Corrections Officer in the Road Prison Division of the Corrections Department, began his employment with the County on June 2, 1997, and is selected for "Employee of the Month" for June 2013, for the standards of excellence that he has displayed in the performance of his duties; and

WHEREAS, as a Road Corrections Officer, Officer Snow supervises and directs the activities of an inmate crew working on a variety of maintenance, operations, and construction projects; and

WHEREAS, Officer Snow is responsible for transporting inmates to and from sites; rendering emergency first aid; inspecting worksites and crew trucks for contraband, cleanliness, and safety; maintaining applicable tools and equipment; and maintaining related records and logs of man-hours, materials, and equipment used; and

WHEREAS, Officer Snow is currently responsible for the care, custody, and control of a crew of four to five inmates. He is assigned to support and assist the Facilities Maintenance Division with the grounds-keeping at various County buildings. His duties include assisting in moving furniture, removing damaged/unusable items needing disposal, and setting up for special events such as health fairs, banquets, ground-breaking events, and employee appreciation events; and

WHEREAS, Officer Snow is described as extraordinarily dependable, highly efficient and organized, as well as being extremely pleasant and professional with an incredible work ethic and attitude.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, commends and congratulates Road Corrections Officer Joseph C. Snow on his selection as the "Employee of the Month" for June 2013.

**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: June 10, 2013

PROCLAMATION

WHEREAS, drug courts provide the focus and leadership for community-wide, anti-drug systems, bringing together criminal justice, treatment, and other community partners in the fight against drug abuse and criminality; and

WHEREAS, drug court programs combine intensive judicial supervision and mandatory substance abuse treatment and drug testing, with escalating sanctions and incentives, in order to break the cycle of drug addiction and its concomitant crime to help turn defendants into productive members of our society; and

WHEREAS, drug courts not only reclaim lives lost to drug addiction and criminality, but also save the State of Florida substantial taxpayer dollars by reducing the number of incarcerated defendants; and

WHEREAS, the judges, prosecutors, defense attorneys, treatment and rehabilitation professionals, law enforcement and corrections personnel, case managers, and others dedicated to the drug court movement have had a profound impact through hard work and commitment to their communities; and

WHEREAS, the Escambia County Adult Drug Court Program began operation in June 1993, and the Escambia County Parent Drug Court Program began operation in February 1996; and

WHEREAS, with this year marking the 20th anniversary of the Escambia County Adult Drug Court, the Drug Court Graduation and 20-Year Celebration will be held on June 14, 2013.

NOW THEREFORE, the Board of County Commissioners of Escambia County, Florida, hereby proclaims the month of June 2013 as

"DRUG COURT MONTH"

in Escambia County, encourages the recognition of practitioners and participants, who make the drug court programs work, and recognizes the significant contributions that drug courts have made, and continue to make, in reducing drug usage and crime.

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: June 10, 2013

PROCLAMATION

WHEREAS, Pensacola Catholic High School was established in 1941; and

WHEREAS, the Pensacola Catholic High School Baseball Team – the Crusaders have a season record of 30 wins and no losses; and

WHEREAS, the Crusaders are the only Panhandle team to ever achieve a perfect 30-0 winning season; and

WHEREAS, the Crusaders are the only team in the State to have made consecutive Regional Finals appearances for the past 12 years; and

WHEREAS, the Crusaders were ranked number one in the Nation on April 15, 2013, and have remained in the top spot for eight straight weeks; and

WHEREAS, the Crusaders are one of two teams that have won back-to-back State Championships in the Pensacola area; and

WHEREAS, the Crusaders beat the Miami Monsignor Pace Spartans 7-5 in eight innings, winning the 2013 Class 4A State Baseball Championship Title.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, hereby commends and congratulates the Pensacola Catholic High School Crusaders Baseball Team on their back-to-back State Baseball Championships and wishes the coaches, staff, and players of the Pensacola Catholic High School Baseball Program continued success 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: June 10, 2013

PROCLAMATION

WHEREAS, in 1955 a group of Senior Naval Officers first envisioned a museum that would educate military personnel and the general public about the proud history of naval aviation; and

WHEREAS, after determined effort and dedication, the National Naval Aviation Museum was opened on June 8, 1963, on board NAS Pensacola, the Cradle of Naval Aviation; and

WHEREAS, from humble beginnings the Museum has developed into one of the largest aviation museums in the world; and

WHEREAS, its collection of historic aircraft and artifacts has drawn millions of people to Pensacola to experience the rich heritage of naval aviation; and

WHEREAS, its public programs have welcomed a President of the United States, Medal of Honor recipients, astronauts, Chiefs of Naval Operations, and distinguished figures in naval aviation history; and

WHEREAS, June 8, 2013, marks the Golden Anniversary of the opening of one of Escambia County's most distinguished institutions and the region's top tourist attraction – the National Naval Aviation Museum.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, congratulates the National Naval Aviation Museum on its 50th Anniversary and commends the Museum for its enduring vision and continuing mission to "select, collect, preserve and display historic artifacts relating to the history of Naval Aviation."

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: June 10, 2013

PROCLAMATION

WHEREAS, throughout human history, art and literature have depicted people in all walks of life and social strata with dogs, cats, and other animal companions, illustrating their widespread presence in everyday life. Animals have long been admired for the purity of their character traits, with military annals documenting the wartime bravery and courage of dogs in the K-9 Corps; and

WHEREAS, our own culture is populated with examples of the well-established place animals have found in our hearts and homes. People of all ages, but particularly the elderly and the young, enjoy their companionship. For children, an animal in the home contributes warmth and unconditional love and teaches responsibility and consideration for the needs of another creature. People who suffer from disease or injury experience a therapeutic benefit from the presence of animals; and

WHEREAS, animals do so much good for the community by giving us a sense of optimism, safeguarding us from depression and loneliness, and breaking down the barriers that isolate us from one another. Dogs, cats, and other animal companions are considered cherished members of our families; and

WHEREAS, on June 11, 2013, the anniversary of the first No Kill Community in U.S. history, animal shelters and rescue groups across the Nation are going to join together to give something back. For "Just One Day," June 11, 2013, the euthanasia of adoptable animals will not take place in Escambia County with the Escambia County Animal Services Advisory Committee, Animal Shelter, and Volunteers promoting animals for adoption. The Animal Shelter will stay open for extended hours with all asking the community to help empty the shelter the good way – through animal adoptions; and

WHEREAS, the No Kill Movement in the U.S. has successfully implemented new and innovative programs that provide alternatives to euthanasia, but lifesaving change will only come about if No Kill Programs are embraced and further developed; and

WHEREAS, June 11, 2013, is a National Day of No Kill across the Country, where hundreds and hopefully thousands of shelters and rescue groups will join together to create the safest day for shelter animals in U.S. history.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, officially designates June 11, 2013, as a Day of No Kill in Escambia County, Florida, and encourages our community to embrace the National Day of No Kill and work to create a No Kill Escambia County, even if it is for "Just One Day," because if we can do it on June 11, 2013, then we can also do it other days for "Just Another Day."

**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: June 10, 2013



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4417

Proclamations 8.

BCC Regular Meeting

Meeting Date: 06/10/2013

Issue: Recommendation Concerning the Adoption of Retirement Proclamations

From: Thomas Turner, Department Director

Organization: Human Resources

CAO Approval:

RECOMMENDATION:

Retirement Proclamations.

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

A. The Proclamation commending and congratulating William S. Cross, Criminal Justice Program Manager, Corrections Department, on his retirement after 36 years of service; and

B. The Proclamation commending and congratulating Dianne K. Mahoney, Telecommunications Services Technician, Information Technology Department, on her retirement after 35 years of service.

BACKGROUND:

N/A

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

061013 Ret Procs

PROCLAMATION

***WHEREAS**, William S. Cross worked as a County employee very faithfully for 36 years, retiring as a Criminal Justice Program Manager with the Corrections Department, Community Corrections Division.*

***NOW, THEREFORE BE IT PROCLAIMED** that the Board of County Commissioners, on behalf of the citizens of Escambia County and fellow employees, commends and congratulates William S. Cross on his retirement.*

***BE IT FURTHER PROCLAIMED** that the Board of County Commissioners of Escambia County expresses its appreciation to William S. Cross for 36 years of faithful and dedicated service as a County employee.*

**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: June 10, 2013

PROCLAMATION

WHEREAS, Dianne K. Mahoney worked as a County employee very faithfully for 35 years, retiring as a Telecommunications Services Technician with the Information Technology Department.

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

BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to Dianne K. Mahoney for 35 years of faithful and dedicated service as a County employee.

**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: June 10, 2013



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4419

Proclamations 9.

BCC Regular Meeting

Meeting Date: 06/10/2013

Issue: Years of Service Recognition - Gordon C. Pike

From: George Touart, Interim County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Years of Service Recognition.

Recommendation: That the Board recognize, with a pin and certificate, Gordon C. Pike, Corrections Department Director, for his dedication in 40 years of service to Escambia County.

BACKGROUND:

N/A

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is consistent with the Board's Goals and Objectives by the recognition and appreciations of the County's most valuable resource - its employees.

IMPLEMENTATION/COORDINATION:

N/A



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4330

Public Hearings 11.

BCC Regular Meeting

Meeting Date: 06/10/2013

Issue: 5:31 p.m. Public Hearing - Petition to Vacate a Portion of a Park Parcel in Shady Terrace 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 a portion of a park parcel in Shady Terrace Subdivision, as petitioned by Robert R. and Darleen L. Johnson.

Recommendation: That the Board take the following action concerning the Petition to Vacate a portion of a park parcel in Shady Terrace Subdivision, as petitioned by Robert R. and Darleen L. Johnson:

A. Approve or deny the Petition to Vacate a portion of a park parcel in Shady Terrace Subdivision (approximately 0.07 acres), as petitioned by Robert R. and Darleen L. Johnson;

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.

The Petitioners own property located at 3708 Pompano Drive, which abuts a County park parcel as shown on the plat of Shady Terrace Subdivision, recorded in Plat Book 6, Page 14, of the Public Records of Escambia County, Florida. The Petitioners' property line does not abut the right-of-way of Pompano Drive. The Petitioners have been utilizing a portion of the park parcel to access their property for a number of years. However, a recent title search and boundary survey performed by the Petitioners indicated that the area they have been using for access to their property from Pompano Drive is part of a platted park in the Shady Terrace Subdivision. The Petitioners are requesting that the County vacate any interest the County has in the portion of the park parcel (approximately 0.07 acres) lying between their property line and the east right-of-way line of Pompano Drive. Staff has made no representations to the Petitioners or to the Petitioners' agent that Board approval of this request confirms vesting or return of title to the land to the Petitioners or to any other interested party.

BACKGROUND:

The Petitioners own property located at 3708 Pompano Drive, which abuts a County park parcel as shown on the plat of Shady Terrace Subdivision, recorded in Plat Book 6, Page 14, of the public records of Escambia County, Florida. The Petitioners' property line does not abut the right-of-way of Pompano Drive. The Petitioners have been utilizing a portion of the park parcel to access their property for a number of years. However, a recent title search and boundary survey performed by the Petitioners indicated that the area they have been using for access to their property from Pompano Drive is part of a platted park in the Shady Terrace Subdivision. The Petitioners are requesting that the County vacate any interest the County has in the portion of the park parcel (approximately 0.07 acres) lying between their property line and the east right-of-way line of Pompano Drive. Staff has made no representations to the Petitioners or to the Petitioners' agent that Board approval of this request confirms vesting or return of title to the land to the Petitioners or to any other interested party.

Engineering staff have reviewed this request and have 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:

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

Attachments

Petition

Hold Harmless Agreement

Resolution

Notice of Adoption

Plat Book 6 Page 14

Aerial Map

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

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

park parcel

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), Robert R. and Darleen L. Johnson presently do own(s) ~~do 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 attached.

2. That the Petitioner(s), Robert R. and Darleen L. Johnson 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) 7 Township 1 SOUTH, Range 29 West and recorded in Plat Book 6 at page 14 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.

Robert R. and Darleen L. Johnson

Petitioner(s) Name

3708 Pompano Drive

Street Address

Pensacola

City

Florida

State

850-478-8466

Phone Number

Agent's Name

Agent's Phone Number

March 8, 2013
Date:

**Legal Description
Shady Terrace Park – Out Parcel**

February 22, 2013

A parcel of land lying and being in Section 7, Township 1 South, Range 29 West, Escambia County, Florida, also being a portion of the Park parcel as depicted on the plat of Shady Terrace Subdivision as recorded in Plat Book 6 at page 14 of the public records of said county and being more particularly described as follows:

Begin at the Southeast corner of Lot 9, Block "F" of said Shady Terrace Subdivision thence go North $37^{\circ}10'44''$ East for a distance of 82.22 feet; thence go South $04^{\circ}18'24''$ East for a distance of 90.86 feet; thence go South $51^{\circ}01'41''$ West for a distance of 21.46 feet to a point on circular curve concave to the Southwest having a radius of 230.00 feet and a central angle of $13^{\circ}50'57''$; thence go in a Northwesterly direction along the arc of said curve for a distance of 55.59 feet (Chord Bearing North $45^{\circ}53'47''$ West ~ Chord Distance 55.46') to the Point of Beginning, containing 3003 square feet and 0.07 acres, more or less.

HOLD/HARMLESS AGREEMENT

WHEREAS, Robert R. and Darleen L. Johnson
hereafter called "Petitioner(s)" have 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:

Please, see attached.

2. Petitioner(s), hereby covenant(s) and agree(s) that they have 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:

Larry Goodwin
Witness
LARRY GOODWIN
Print or type name
Bernie W Manning
Witness
Bernie W Manning
Print or type name

Robert R Johnson Darleen L Johnson
Petitioner(s)
Robert R. Johnson Darleen L. Johnson
Print or type name(s)
Date: March 8, 2013

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 8 day of March, 2013, by Robert R Johnson + Darleen L Johnson. He/She is () personally known to me, (☒) produced current Florida/Other Driver license driver's license as identification, and/or () produced current _____ as identification.

(Notary Seal must be affixed)

Bernie W. Manning
Notary Public-State of FL
Comm. Exp. May 31, 2014
Comm. No. DD967622

Bernie W Manning
Notary Public
Bernie W Manning
Print or type name

Commission Expires: May 31, 2014
Commission Number: DD 967622

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: _____

**Legal Description
Shady Terrace Park – Out Parcel**

February 22, 2013

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Begin at the Southeast corner of Lot 9, Block “F” of said Shady Terrace Subdivision thence go North $37^{\circ}10'44''$ East for a distance of 82.22 feet; thence go South $04^{\circ}18'24''$ East for a distance of 90.86 feet; thence go South $51^{\circ}01'41''$ West for a distance of 21.46 feet to a point on circular curve concave to the Southwest having a radius of 230.00 feet and a central angle of $13^{\circ}50'57''$; thence go in a Northwesterly direction along the arc of said curve for a distance of 55.59 feet (Chord Bearing North $45^{\circ}53'47''$ West ~ Chord Distance 55.46') to the Point of Beginning, containing 3003 square feet and 0.07 acres, more or less.

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, Robert R. and Darleen L. Johnson have 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:

Please, see attached.

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), Robert R. and Darleen L. Johnson, have caused to be published on _____, A.D., 20____, notice in a newspaper of general circulation in Escambia County, Florida, of the filing of said petition and that a public hearing thereon would be held at _____ on _____ in the Board meeting room, Escambia County Governmental Complex, Pensacola, Florida; and

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

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

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

Please, see attached.

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

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

ESCAMBIA COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By _____
Gene M. Valentino, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By _____
Deputy Clerk

Adopted: _____

**Legal Description
Shady Terrace Park – Out Parcel**

February 22, 2013

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Begin at the Southeast corner of Lot 9, Block "F" of said Shady Terrace Subdivision thence go North $37^{\circ}10'44''$ East for a distance of 82.22 feet; thence go South $04^{\circ}18'24''$ East for a distance of 90.86 feet; thence go South $51^{\circ}01'41''$ West for a distance of 21.46 feet to a point on circular curve concave to the Southwest having a radius of 230.00 feet and a central angle of $13^{\circ}50'57''$; thence go in a Northwesterly direction along the arc of said curve for a distance of 55.59 feet (Chord Bearing North $45^{\circ}53'47''$ West ~ Chord Distance 55.46') to the Point of Beginning, containing 3003 square feet and 0.07 acres, more or less.

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

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

Please, see attached.

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

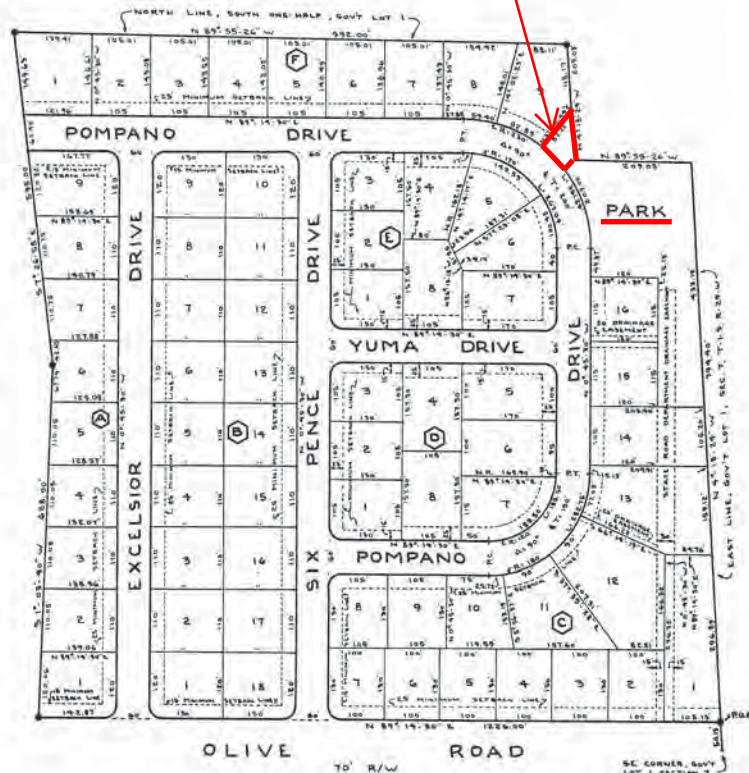
**Legal Description
Shady Terrace Park – Out Parcel**

February 22, 2013

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Begin at the Southeast corner of Lot 9, Block "F" of said Shady Terrace Subdivision thence go North 37°10'44" East for a distance of 82.22 feet; thence go South 04°18'24" East for a distance of 90.86 feet; thence go South 51°01'41" West for a distance of 21.46 feet to a point on circular curve concave to the Southwest having a radius of 230.00 feet and a central angle of 13°50'57"; thence go in a Northwesterly direction along the arc of said curve for a distance of 55.59 feet (Chord Bearing North 45°53'47" West ~ Chord Distance 55.46') to the Point of Beginning, containing 3003 square feet and 0.07 acres, more or less.

Requested Vacation Area



SHADY TERRACE

A SUBDIVISION OF A PORTION OF SECTION 7, T-1-S, R-29-W
ESCAMBIA COUNTY, FLORIDA

MAY, 1962

SCALE: 1" = 100'

THOMAS F. BENSON
ENGINEER & SURVEYOR
PENSACOLA, FLORIDA



DESCRIPTION

COMMENCE AT THE SOUTHEAST CORNER OF GOVERNMENT LOT 1, SECTION 7, TOWNSHIP 1 SOUTH, RANGE 29 WEST; THENCE RUN NORTH 4°18'29" WEST ALONG THE EAST LINE OF SAID GOVERNMENT LOT 1 FOR A DISTANCE OF 8015 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF OLIVE ROAD (STATE ROAD NO. 5-290, RIGHT-OF-WAY WIDTH 75 FEET) FOR THE POINT OF BEGINNING; THENCE CONTINUE NORTH 4°18'29" WEST ALONG THE EAST LINE OF SAID LOT 1 FOR A DISTANCE OF 3940 FEET; THENCE RUN NORTH 87°55'18" WEST FOR A DISTANCE OF 5075 FEET; THENCE RUN NORTH 4°18'29" WEST FOR A DISTANCE OF 2003 FEET TO THE NORTH LINE OF THE SOUTH ONE-HALF OF SAID GOVERNMENT LOT 1; THENCE RUN NORTH 87°55'26" WEST ALONG THE SAID NORTH LINE OF THE SOUTH ONE-HALF OF SAID GOVERNMENT LOT 1 FOR A DISTANCE OF 782 FEET TO THE EAST LINE OF AN EXISTING ROAD; THENCE RUN SOUTH 7°56'58" EAST ALONG THE SAID EAST LINE OF AN EXISTING ROAD FOR A DISTANCE OF 4850 FEET; THENCE RUN S 1°05'40" W ALONG THE SAID EAST LINE OF AN EXISTING ROAD FOR A DISTANCE OF 828.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF OLIVE ROAD; THENCE RUN NORTH 89°14'30" EAST ALONG THE SAID NORTH LINE OF OLIVE ROAD FOR A DISTANCE OF 12660 FEET TO THE POINT OF BEGINNING, ALL LYING AND BEING IN SECTION 7, TOWNSHIP 1 SOUTH, RANGE 29 WEST, ESCAMBIA COUNTY, FLORIDA.

SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT I HAVE SURVEYED AND SUBDIVIDED THE LAND SHOWN AND DESCRIBED HEREON, THAT PERMANENT REFERENCE MONUMENTS (PRM) HAVE BEEN PLACED AS REQUIRED BY THE PLAT ACT (CHAPTER 10275 OF THE 1925 ACTS OF THE LEGISLATURE OF FLORIDA); THAT THE MAP AND SURVEY ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Thomas F. Benson
REGISTERED FLORIDA SURVEYOR #1041

CERTIFICATE OF APPROVAL OF COUNTY COMMISSIONERS

I, J.A. FLOWERS, COUNTY CLERK OF ESCAMBIA COUNTY, FLORIDA, HEREBY CERTIFY THAT THE WITHIN PLAT BEING PRESENTED TO THE BOARD OF COUNTY COMMISSIONERS OF SAID COUNTY AT THEIR MEETING HELD ON THE 29th DAY OF May, 1962, WAS APPROVED FOR FILING BY SAID BOARD AND I, CLERK OF SAID BOARD, WAS INSTRUCTED BY IT TO SO CERTIFY HEREON.

J.A. Flowers
COUNTY CLERK, ESCAMBIA COUNTY, FLORIDA
By *Walter C. Spang* D.C.

COUNTY CLERK'S CERTIFICATE

I, J.A. FLOWERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH ALL THE REQUIREMENTS OF THE PLAT ACT (CHAPTER 10275 OF THE 1925 ACTS OF THE LEGISLATURE OF FLORIDA) AND THE SAME WAS FILED FOR RECORD IN PLAT BOOK 6 OF SAID COUNTY AT PAGE 14 ON THE 11th DAY OF September, 1962.

J.A. Flowers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA
By *Walter C. Spang* D.C.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT EDWARD N. AND MARY L. JERNIGAN, HUSBAND AND WIFE; FREDERICK C. AND GERARDINE M. JERNIGAN, HUSBAND AND WIFE, OWNERS OF THE LAND HEREIN DESCRIBED AND PLATTED HEREON; AND THE FIRST BANK & TRUST COMPANY OF PENSACOLA, FLORIDA, AS BENEVOLENT, HEREBY APPROVE AND ADJUT THIS PLAT AND DEDICATE TO THE PUBLIC THE STREETS AND EASEMENTS INDICATED HEREON.

IN WITNESS OF THESE PRESENTS AND EXECUTED ON THIS 28th DAY OF May, 1962.

SIGNED, SEALED AND DELIVERED

R.B. David
Earl Hauffe

Edward N. Jernigan
Mary L. Jernigan
Fredrick C. Jernigan
Gerardine M. Jernigan
FIRST BANK & TRUST COMPANY OF PENSACOLA, FLA.
VICE PRESIDENT

STATE OF FLORIDA, COUNTY OF ESCAMBIA

BEFORE THE SUBSCRIBER PERSONALLY APPEARED EDWARD N. AND MARY L. JERNIGAN, FREDERICK C. AND GERARDINE M. JERNIGAN, AND DE. HOFMANN, VICE PRESIDENT OF THE FIRST BANK & TRUST COMPANY OF PENSACOLA, FLORIDA, THE INDIVIDUALS WHO SO EXECUTED THE FOREGOING DEDICATION AND SEVERALLY ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND OFFICIAL SEAL ON THIS 28th DAY OF May, 1962.

R.B. David
NOTARY PUBLIC, STATE OF FLORIDA, AT LARGE
MY COMMISSION EXPIRES 1-22-63

GENERAL NOTES:

8. INDICATES PRM.
ALL CORNER LOTS ARE BOUNDED BY A 35' RADIUS UNLESS OTHERWISE NOTED.
ALL SIDE LOT LINES ARE RADIAL OR PERPENDICULAR TO STREET LINES UNLESS OTHERWISE NOTED.
N.B. INDICATES NON-RADIAL.
ALL DISTANCES ALONG CURVES ARE ARC LENGTHS UNLESS OTHERWISE NOTED.

THE MINIMUM SETBACK LINE SHOWN ON THIS PLAT REFERS TO THE FRONT OF A BUILDING TO BE LOCATED ON THE PLAT. THE MINIMUM SETBACK LINE ON ANY SIDE STREET IN WHICH THE FRONT OF THE HOUSE DOES NOT FACE IS TO BE 10 FEET.

VACATE PORTION PARK PARCEL, SHADY TERRACE SUBDIVISION

Petitioner: Robert R. & Darleen L. Johnson



ESCAMBIA COUNTY PUBLIC
WORKS DEPARTMENT
JCC 04/15/13 DISTRICT 4

- Portion of County Park Requested to be Vacated
- County Park
- Robert R. & Darleen L. Johnson Property



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4365

Public Hearings 12.

BCC Regular Meeting

Meeting Date: 06/10/2013

Issue: 5:32 p.m. Public Hearing - Permit Renewal - Longleaf C&D Disposal Facility

From: Pat Johnson, Department Director

Organization: Solid Waste

CAO Approval:

RECOMMENDATION:

5:32 p.m. Public Hearing for consideration of the renewal of a Permit to Construct and/or Operate a Construction and Demolition Debris Facility for Longleaf C&D Disposal Facility.

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

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

BACKGROUND:

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

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

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

Attachments

Permit Renewal Form

Longleaf Application



Solid Waste Management Department

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

Patrick T. Johnson, Department Director

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

Permittee:	Waste Management, Inc.
Facility Name:	Longleaf C&D Disposal Facility
Facility Type:	In-fill facility as reclamation activity for borrow pits existing prior to September 16, 2004
File Number:	2006-04-001CDD
Original Date of Issue:	April 26, 2006
Renewal Date:	June 10, 2013
Expiration Date:	June 9, 2014
Development Review #:	41-1S-30-1000-000-000
Date:	05/30/2001
Total Acreage of Facility:	40 Acres
Total Area Licensed for Disposal:	40 Acres

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

To construct and operate a Construction and Demolition Debris disposal facility located on a 40-acre site on Longleaf Drive east of SR297 in Escambia County Florida. Operation of the facility shall be in accordance with the permit renewal application received on April 1, 2013, and the general and specific conditions required in this permit.

General Permit Conditions – All Facilities

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

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

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

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

Copy to:

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

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

Specific Permit Conditions – Infill Facilities

1. Facility Setback.

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

2. Aerial and Vertical Height.

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

3. Fencing and Access Control.

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

4. Cover Material and Application

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

5. Operational Hours

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

6. Volume Reduction

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

7. Dust Suppression.

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

8. Nuisance

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

9. Queuing

Queuing or staging of vehicles, containers, or equipment on public roads or rights of way is prohibited. Section 82.227. (3)(g).

10. Commercial General Liability Coverage

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

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

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

Longleaf Drive and Kemp Road, .5 miles either side of facility entrance.

12. Abatement Procedures

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

13. Required Reports

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

14. Permit Renewals

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

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

Monday – Friday: 850.937.2160
Weekends/Holidays: 850.937.2182

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Gene M. Valentino, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

BCC Approved: _____

This document approved as to form
and legal sufficiency.

By: _____
Title: ASSIST. CO. ATTORNEY
Date: MAY 7, 2013

BCC Authorization Date: _____

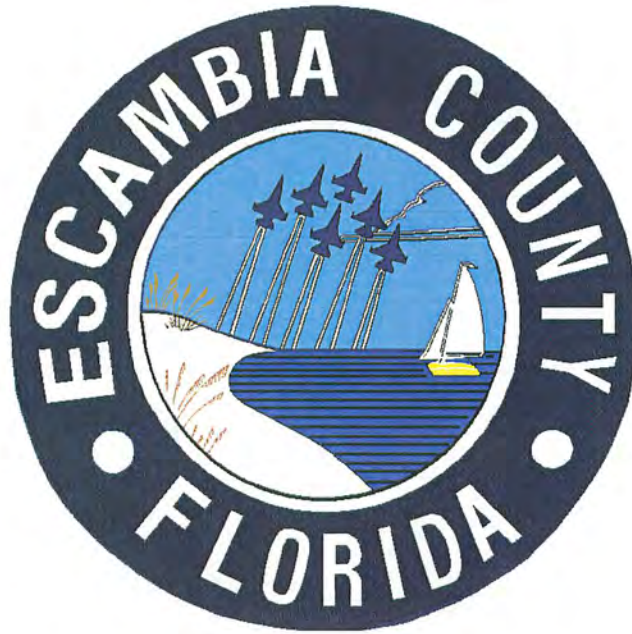
Permit Issue Date: June 10, 2013

Permit Expiration Date: June 09, 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
CONSTRUCTION AND DEMOLITION DEBRIS
OR LAND CLEARING DISPOSAL
MANAGEMENT FACILITY

April 13, 2006

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

A. GENERAL INFORMATION

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

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

2. Type of application:

- ☐ Construction
- ☐ Operation
- ☒ Construction/Operation
- ☐ Closure

3. Classification of application:

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

4. Facility name: Longleaf C&D Disposal Facility

5. ID Number: 2006-4-001CDD

6. Facility location (main entrance): 2023 Longleaf Drive
Pensacola, FL 32505

7. Location coordinates:

Section: 41 Township: 1S Range: 30W

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

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

Mailing address: 2023 Longleaf Drive, Pensacola, FL 32505
Street or P.O. Box City County Zip

Contact person: Robert Boykin Telephone: (850) 564-2825

Title: District Manager Email: rboykin@wm.com

9. Authorized agent/consultant: _____

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

Contact person: _____ Telephone: (____) _____

Title: _____ Email: _____

10. Landowner (if different than applicant): _____

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

Contact person: _____ Telephone: (____) _____

Email: _____

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

12. Expected life of the facility: 28 years

13. Estimated costs:

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

14. Anticipated construction starting and completion dates:

From: May 2006 To: December 2040

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

B. DISPOSAL FACILITY GENERAL INFORMATION

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

See documentation provided with original permit application.

See documentation provided with original permit application.

See documentation provided with original permit application.

See documentation provided with original permit application.

2. Facility site supervisor: Robert Boykin

Title: District Manager

Telephone: (850) 564-2825

Email: rboykin@wm.com

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

4. Security to prevent unauthorized use: ☒ Yes ☐ No

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

6. Surrounding land use, zoning:

☒ Residential

☒ Industrial

☐ Agricultural

☐ None

☐ Commercial

☐ Other Describe: _____

7. Types of waste received:

☒ C & D debris

☐ Land Clearing Debris

8. Attendant: ☒ Yes ☐ No Trained operator: ☒ Yes ☐ No

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

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

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

12. Days of operation: Mon-Sat

13. Hours of operation: 7 AM TO 5 PM

14. Days Working Face covered: Weekly

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

16. Storm Water:

Collected: ☒ Yes ☐ No

Type of treatment: Detention/Infiltration

Name and Class of receiving water: No Discharge

17. Required submittals for issuance of permit.

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

18. Development Review Committee process completed.

☐ No ☒ Yes

Date: May 30, 2001

Project Number: _____

19. Development Order issued.

☐ No ☒ Yes

Date: May 30, 2001

C. CERTIFICATION BY APPLICANT AND ENGINEER OR PUBLIC OFFICER

1. Applicant:

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

David Myhan
Signature of Applicant or Agent

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

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

2023 Longleaf Drive
Mailing Address

Pensacola, FL 32505
City, State, Zip Code

(601) 790-6115
Telephone Number

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

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

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

Chanc W. Moore
Signature

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

67878
Florida Registration Number
(Please affix seal)

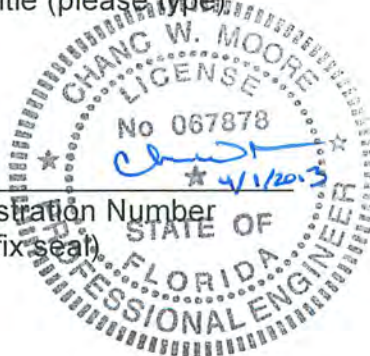
240 Heritage Walk, Suite 103
Mailing Address

Woodstock, Ga 30188
City, State, Zip Code

cwmoore@terracon.com
Email Address (if applicable)

(770) 924-9799
Telephone Number

4/1/2013
Date





BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4371

Public Hearings 13.

BCC Regular Meeting

Meeting Date: 06/10/2013

Issue: 5:33 Public Hearing - Ordinance Repealing the County Investment Advisory Committee

From: Kristin Hual, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

5:33 p.m. Public Hearing for consideration of adopting an Ordinance repealing the County Investment Advisory Committee.

Recommendation: That the Board adopt an Ordinance of Escambia County, Florida, repealing Chapter 46, Article V, Division 2, of the Escambia County Code of Ordinances establishing a County Investment Advisory Committee; providing for inclusion in the code; providing for an effective date.

BACKGROUND:

The County Attorney's Office is requesting that the Board consider repealing the County's ordinances establishing the County Investment Advisory Committee where the County has retained an investment advisor to perform the duties of the committee.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, drafted the proposed Ordinance. It was advertised in the Saturday edition of the Pensacola News Journal on May 18, 2013.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

A copy of the Ordinance will be filed with the Department of State.

Ordinance

ORDINANCE NUMBER 2013-_____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA REPEALING VOLUME 1, CHAPTER 46, ARTICLE V, DIVISION 2, OF THE ESCAMBIA COUNTY CODE OF ORDINANCES ESTABLISHING A COUNTY INVESTMENT ADVISORY COMMITTEE; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners finds that the County's ordinances establishing a county investment advisory committee require repeal whereby the County has retained an investment advisor to perform the duties of the committee; and

WHEREAS, the Board of County Commissioners further finds that the proposed repeal of Chapter 46, Article V, Division 2, relating to the establishment of a county investment advisory committee serves an important public purpose.

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

Volume I, Chapter 46, Article V, Division 2, of the Escambia County Code of Ordinances is hereby repealed as follows:

Section 1. Repealer. Chapter 46, Article V, Division 2, of the Escambia County Code of Ordinances is hereby repealed in its entirety.

Section 2. Inclusion in the Code. It is the intention of the Board of County Commissioners that the provisions of this ordinance shall become and be made a part of the Escambia County Code; and that the sections 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 3. Effective Date. This Ordinance shall become effective upon filing with the Department of State.

DONE AND ENACTED THIS _____ DAY OF _____, 2013.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

BY: _____
Gene M. Valentino, Chairman

ATTEST: PAM CHILDERS
Clerk to the Circuit Court

BY: _____
Deputy Clerk
(SEAL)

Enacted:

Filed with Department of State:

Effective:

Approved as to form and legal
sufficiency.

By/Title: John A. Aca
Date: 5/17/13



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

AI-4337

Clerk & Comptroller's Report 14. 1.

BCC Regular Meeting

Consent

Meeting Date: 06/10/2013

Issue: Acceptance of Letter from the Water Management District

From: Doris Harris, Deputy Clerk to the Board

Organization: Clerk & Comptroller's Office

Recommendation:

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

That the Board accept, for filing with the Board's Minutes, the letter, dated April 10, 2013, and received in the Clerk to the Board's Office on May 14, 2013, from Jean Whitten, Director, Division of Administration, Northwest Florida Water Management District, advising that the District's audited financial statements for the Fiscal Year ended September 30, 2012, are available for viewing on its website, www.nwfwmd.state.fl.us, in the Business & Finance Section.

Attachments

Letter from NWFWMMD



Jonathan P. Steverson
Executive Director

Northwest Florida Water Management District

81 Water Management Drive, Havana, Florida 32333-4712

(U.S. Highway 90, 10 miles west of Tallahassee)

Phone: (850) 539-5999 • Fax: (850) 539-2777

April 10, 2013

Chairman
Escambia County Commission
Post Office Box 1591
Pensacola, FL 32597-1591

Dear Sir/Madam:

The Northwest Florida Water Management District's audited financial statements for the fiscal year ended September 30, 2012 are available for viewing on our website at www.nwfwmd.state.fl.us in the Business & Finance section.

If you have any questions or would like to request a hard copy of the report, please contact Amanda Bedenbaugh, Chief, Bureau of Finance and Accounting at 850-539-5999.

Very truly yours,

A handwritten signature in blue ink that reads "Jean Whitten".

Jean Whitten
Director, Division of Administration

JW:ab

PAM CHILDERS
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL
2013 MAY 14 A 10:52
CLERK OF THE BOARD OF
COUNTY COMMISSIONERS

GEORGE ROBERTS
Chair
Panama City

JERRY PATE
Vice Chair
Pensacola

JOHN ALTER
Malone

GUS ANDREWS
DeFuniak Springs

STEPHANIE BLOYD
Panama City Beach

GARY CLARK
Chipley

JON COSTELLO
Tallahassee

NICK PATRONIS
Panama City Beach

BO SPRING
Port Saint Joe



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

AI-4456

Clerk & Comptroller's Report 14. 2.

BCC Regular Meeting

Consent

Meeting Date: 06/10/2013

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. Approve the Minutes of the Special Board Meeting held May 29, 2013;
- B. Approve the Minutes of the Regular Board Meeting held May 16, 2013;
- C. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held May 16, 2013; and
- D. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole (C/W) Workshop held May 9, 2013.

Attachments

May 16, 2013, Agenda Work Session Report

May 9, 2013, C/W Workshop Report

REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA WORK SESSION
HELD MAY 16, 2013
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:04 a.m. – 9:53 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
Susan Woolf, General Counsel to the Clerk
Doris Harris, Deputy Clerk to the Board
Judy H. Witterstaeter, Administrative Assistant, County Administrator's Office

Absent: Commissioner Grover C. Robinson IV, District 4

1. FOR INFORMATION: The agenda package for the 5:30 p.m., May 16, 2013, Regular Board Meeting, was reviewed as follows:
 - A. Interim County Administrator Touart, County Attorney Rogers, and Judy H. Witterstaeter, Administrative Assistant, County Administrator's Office, reviewed the agenda cover sheet,
 - B. Susan Woolf, General Counsel, Clerk of the Circuit Court and Comptroller's Office, reviewed the Clerk's Report;
 - C. T. Lloyd Kerr, Director, Development Services Department, reviewed the Growth Management Report;
 - D. Interim County Administrator Touart, Judy H. Witterstaeter, Administrative Assistant, County Administrator's Office, Dianne Taylor, Property Lien Program Coordinator, Management and Budget Services Department, Patrick T. "Pat" Johnson, Director, Solid Waste Management Department, and Wesley J. "Wes" Moreno, Director, Infrastructure Branch, Public Works Department, reviewed the County Administrator's Report;
 - E. County Attorney Rogers reviewed the County Attorney's Report; and
 - F. Commissioner Valentino reviewed his add-on item.

AGENDA WORK SESSION: MAY 16, 2013

NAME

DEPARTMENT/AGENCY

1	Cathy Brown	TRAFFIC
2	Jim Howes	DSWM
3	Dianne Taylor	MOB
4	Michael Rhodes	Parks
5	Steve Littlejohn	Code Enforcement
6	Tom Turner	HE
7	Susan R. Holt	Sum/ce of Parks
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NAME

DEPARTMENT/AGENCY

1	Opetta Green	BCC 3
2	Pat Johnson	DSWM
3	Jesse Casey	Soc F
4	Dawn Jordan	BCC Dist 5
5	Michael A. Lowery	ATU 1395
6	Taylor Kirschenfeld	Community & Env. Dept.
7	Ileana Braggwell	BCC D1
8	DAVID Musselwhite	I.T.
9	ROBERT TURPIN	C&E Dept / MARINE
10	LLOYD KERR	DSD
11	LARRY GOODWIN	P/W
12	Dennis Tamm	BCC-2
13	Kris Hill	Co Atty's Office
14	BRENT SCHNEIDER	ESC SOLID WASTE
15	Boulton Phil	Comute
16	Brandon Wilkerson	NEFI
17	Russell Scarritt	SRIA
18	Wes Moreno	P/W
19	Joy Blackmon	P/W
20	LARRY Newsom	P/W
21	DAVID WHEELER	FACILITIES MGT
22	Claudia Sumner	Purch
23	Mike Weaver	PS
24	Amy Leary	MBS
25	Leah Jones	Comm. Affairs
26	John Miller	PNT
27	SARAH RACHFAL	PIO
28	Bill PEARSON	PIO
29	Jim Jewel	General Projection System
30	Kathleen Dough-Castro	PIO

May 16, 2013

NAME

DEPARTMENT/AGENCY

1	Doris Harris	Clerk to the Board
2	Lisa A. Wooly	Clerk of Court
3	GEORGE TOWNS	C.A.
4	Judy Witterstaeter	CAO
5	Rene Valente	BCC
6	Lemon Mary	BCC
7	Steven Barry	BCC
8	Wilson B. Robertson	BCC
9	CEG	Gen Atty
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REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP OF THE
BOARD OF COUNTY COMMISSIONERS
HELD MAY 9, 2013
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:12 a.m. – 11:56 a.m. and 1:36 p.m. – 3:02 p.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
Commissioner Grover C. Robinson IV, District 4
Honorable Pam Childers, Clerk of the Circuit Court and Comptroller
George Touart, Interim County Administrator
Alison Rogers, County Attorney
Doris Harris, Deputy Clerk to the Board
Judy H. Witterstaeter, Program Coordinator, County Administrator's Office

AGENDA NUMBER

1. Call to Order

Chairman Valentino called the Committee of the Whole (C/W) to order at 9:12 a.m.

2. Was the Meeting Properly Advertised?

The C/W was advised by Doris Harris, Deputy Clerk to the Board, that the Meeting was advertised in the Pensacola News Journal on May 4, 2013, in the *Board of County Commissioners – Escambia County, Florida, Meeting Schedule May 6-May 10, 2013, Legal No. 1597807*.

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

3. Naval Aviation Museum Foundation Presentation

A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *1963 – 2013 50th Anniversary*, presented by Hank Gonzales, who:

- (1) Advised that June 8, 2013, marks the 50th Anniversary of the Naval Aviation Museum, now known as the National Naval Aviation Museum, and the Naval Aviation Museum Foundation will host a black-tie 50th Anniversary celebration on October 5, 2013;
- (2) Expressed his appreciation for the Board's support of the Naval Aviation Museum; and
- (3) Advised that the Naval Aviation Museum Foundation plans to convert the 2D IMAX theater to a digitized 3D/4D theater, for which the Foundation will seek RESTORE Act funds; and

B. Board Direction – None.

4. Chamber of Commerce Strategic Plan

A. Board Discussion – The C/W was advised by Commissioner Valentino that Greater Pensacola Chamber representatives were notified that the Chamber of Commerce Strategic Plan will be addressed at the June 13, 2013, C/W Workshop; and

B. Board Direction – None.

5. Agreement for Natural Gas Franchise Assignment

A. Board Discussion – The C/W was advised by County Attorney Rogers, concerning the Agreement for Natural Gas Franchise Assignment, that no Public Hearings will be scheduled, for the Board's consideration of adopting the necessary Ordinances, until she receives the executed releases from the Pensacola City Council; and

B. Board Direction – None.

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

6. Perdido Easement Plan

A. Board Discussion – The C/W, concerning the Perdido Easement Plan:

- (1) Viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *Perdido Key Beach Nourishment Project History & Private Easement Discussion*, presented by Timothy "Tim" Day, Environmental Program Manager, Community & Environment Department, Water Quality/Land Management Division, who advised that:
 - (a) In 2004, Hurricane Ivan destroyed all structures that were built prior to the mid-1980s, Perdido Key Drive was breached in several locations, destroying all of the public infrastructure, and the beaches received a designation from the State of Florida as being critically eroded; and
 - (b) Staff has been working on a nourishment project at Perdido Key and, to bring the project to fruition, staff needs to finalize a funding source and acquire the easements, which are located in the non-developable areas of Gulf front properties and will not affect development rights; and
- (2) Heard the request from Commissioner Robinson that the Board send a letter to the Florida Department of Environmental Protection requesting NRDA (*Natural Resource Damage Assessment*) funds for Operation Deep Clean, related to the Deepwater Horizon Oil Spill, at Perdido Key and Pensacola Beach; and

(Continued on Page 4)

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

6. Continued...

B. Board Direction – The C/W recommends that the Board authorize staff to take the following action concerning the Perdido Easement Plan:

- (1) Proceed with the necessary steps to acquire the easements for re-nourishment on Perdido Key, even if eminent domain is necessary, and send the appropriate letters to advise "everyone"; and
- (2) Send a letter to the Florida Department of Environmental Protection requesting NRDA (Natural Resource Damage Assessment) funds for the re-nourishment of Perdido Key and Pensacola Beach, because of damages sustained by Escambia County as a result of the Deepwater Horizon Oil Spill (*on April 20, 2010*).

Recommended 5-0

Speaker(s):

Joe Ward

7. Vacating Unopened Waterfront Right-of-Way

- A. Board Discussion – The C/W discussed Vacating Unopened Waterfront Right-of-Way, and was advised by County Attorney Rogers that three options are available for the Board's consideration: (1) vacate right-of-way on a lot-by-lot basis; (2) vacate right-of-way on a subdivision-by-subdivision basis; or (3) adopt an Ordinance that would allow upland property owners with a dedicated County right-of-way between the lot line and the waterway to apply for a dock permit in spite of the public dedication; and
- B. Board Direction – The C/W recommends that the Board approve the County Attorney's Option 3 to adopt an Ordinance to allow upland property owners, with dedicated County right-of-way between the lot line and the waterway, to apply for a dock permit, in spite of that public dedication, subject to final approval, on a case-by-case basis, by the Board of County Commissioners.

Recommended 5-0

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

8. Noise Ordinance

- A. Board Discussion – The C/W heard the request from Commissioner Barry that the County Attorney re-draft the Noise Ordinance to change the regulations for the mainland only and make no changes to the regulations for the barrier islands; and
- B. Board Direction – The C/W recommends that the Board authorize the County Attorney to draft a Noise Ordinance, applicable to the mainland, with a reasonable standard level of compliance that the Sheriff's Office will enforce.

Recommended 5-0

9. Code Enforcement Liens

- A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *10 Oldest Liens Project*, presented by Dianne Taylor, relative to Code Enforcement Liens, and the C/W:
 - (1) Was advised by Ms. Taylor that:
 - (a) Chapter 79-455, Laws of Florida, provides that Nuisance Abatement Liens are not eligible for foreclosure and expire 5 years after the tax is assessed, or becomes delinquent, whichever is later;
 - (b) Section 55.10 and Chapter 162, Florida Statutes, provides that Code Enforcement Liens prior to July 1, 1987, are good for 20 years, unless satisfied, Liens between July 1, 1987, and June 30, 1994, are good for 7 years, and Liens after July 1, 1994, are good for 10 years; however, the County can extend these Liens for 10 additional years by rerecording a certified copy of the judgment or Lien prior to its expiration date and recording an affidavit with the person's current address; and
 - (c) Reasons for not foreclosing include homestead, mortgages, lis pendens prior to foreclosure, certain liens and judgments, parcel issues, property value versus amount of lien, and whether or not the property is sellable or usable by the County;

(Continued on Page 6)

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

9. Continued...

A. Continued...

- (2) Was advised by Amy Lovoy, Director, Management and Budget Services Department, that should the Board allow these Liens to be added to the tax bill as a Municipal Services Benefit Unit (MSBU), the Liens would become superior Liens, which the County would be able to collect; and
- (3) Was advised by Commissioner Valentino that the consensus of the Board is to direct staff to come back, at the next C/W Workshop, with a disposition strategy for settlement of the Liens; and

B. Board Direction – None.

10. Land Development Code

A. Board Discussion – The C/W discussed the Land Development Code, and the C/W:

- (1) Viewed a PowerPoint Presentation, which was also provided in hard copy, entitled *Escambia County Land Development Code Review*, presented by Bonita Player, P.E., Principal, Engineering & Planning Resources, who advised that Escambia County was compared to five other Counties: Bay County, Santa Rosa County, Okaloosa County, Walton County, and Baldwin County (Alabama);
- (2) Heard the request from Commissioner Robertson that the Board schedule a Special C/W Workshop specifically for discussion of this issue; and
- (3) Was advised by Commissioner Valentino that discussion concerning the Land Development Code has been pulled from the agenda, at the request of the County Administrator and staff; and

B. Board Direction – None.

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

11. County Administrator Search Update

A. Board Discussion – The C/W heard a County Administrator Search Update from Thomas G. "Tom" Turner, Director, Human Resources Department, and the C/W:

- (1) Was advised by Mr. Turner that:
 - (a) 52 applications have been received; however, only 49 individuals have applied because two individuals filed multiple or duplicate applications;
 - (b) Of the 49 applicants, 16 were either not qualified or withdrew, which leaves 33 applicants who have met the minimum qualifications; and
 - (c) Recruiting will continue through June 30, 2013, and the Board should appoint a "sifting" committee to begin its work in July 2013;
- (2) Heard the request from Commissioner Barry that the Board close the recruitment period at the end of May 2013, and proceed with the (*selection*) process beginning June 1; and
- (3) Heard the suggestion from Commissioner Robertson that the Board approve a recruitment deadline of June 12, 2013, and that staff provide a diverse list of applicants for the Board's consideration at the June 13, 2013, C/W Workshop; and

B. Board Direction – The C/W recommends that the Board take the following action:

- (1) Approve a June 12, 2013, deadline for receipt of applications, and that the issue will be placed on the agenda for discussion at the June 13, 2013, C/W Workshop; and
- (2) Approve that the Board, at the June 10, 2013, Regular Board Meeting, will approve the Commissioners' appointees to the selection committee.

Recommended 5-0

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

ITEMS ADDED TO THE AGENDA IN THE MEETING

1. Joint Meeting with ECUA Board

- A. Board Discussion – The C/W heard the request from Commissioner Barry that staff schedule a Joint Meeting between the Board of County Commissioners and the Emerald Coast Utilities Authority (ECUA) Board to discuss waste management, and the C/W:
- (1) Was advised by Interim County Administrator Touart that a meeting between County staff and ECUA staff has been scheduled for May 20, 2013;
 - (2) Was advised by Patrick T. "Pat" Johnson, Director, Solid Waste Management Department, that the ECUA Board is scheduled to vote concerning this issue at its May 23, 2013, Meeting, and that:
 - (a) Efforts to complete the feasibility study have been hampered because the ECUA is "keeping staff at arms length" and SWR is not forthcoming with the necessary information to conduct the study; and
 - (b) While conducting research, staff discovered that the County's recycling rate could potentially increase and, as a spin-off, ECUA could potentially benefit from a reduced collection workload and an increased recycling rate; and
 - (3) Was advised by Commissioner Robinson that Gulf Power Company wishes to expand its gas-to-energy program at the Perdido Landfill by 100%, which would generate approximately \$1.7 million in revenue from the County's methane gas; and
- B. Board Direction – The C/W recommends that the Board direct staff to coordinate and schedule a Joint Meeting between the Board of County Commissioners and the ECUA Board to discuss waste management.

Recommended 5-0

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

ITEMS ADDED TO THE AGENDA IN THE MEETING – Continued

2. Clerk's Forensic Transition Audit

A. Board Discussion – The C/W:

- (1) Heard an update by the Honorable Pam Childers, Clerk of the Circuit Court and Comptroller, concerning the following three audits:
 - (a) Annual Financial Audit for the Constitutional Officers and the Board of County Commissioners, which was published yesterday (*May 8, 2013*) with one finding, for the Clerk's Office, that Florida Statutes might have been violated regarding lump-sum COLAs or bonuses, and that a legal opinion should be sought;
 - (b) The Clerk's Forensic Transition Audit, which focused solely on actions taken during the transition, because some or most would adversely affect the Budget under which the Clerk operates; and
 - (c) The Audit of the Chamber of Commerce, relating to the American Express Gift Card Program, which will likely not be complete any time soon, although a written update will be presented to the Commissioners tomorrow in collaboration with Saltmarsh, Cleaveland & Gund, Certified Public Accountants and Consultants, and Sandy Sansing, the Chairman of the Executive Board of the Chamber; and
- (2) Heard the request from Commissioner Robertson that staff obtain a copy of the written opinion from the attorney who provided advice to the former Clerk that the pay increases and buyouts were legal; and

- B. Board Direction – The C/W recommends that the Board approve requesting Susan Woolf, General Counsel to the Clerk, County Attorney Rogers, and Erick M. Drlicka, Emmanuel Sheppard & Condon, who provided opinions to the former Clerk, to meet and determine the course of action the Board should take, relative to discussion concerning the Clerk's Forensic Transition Audit prepared by Carr, Riggs & Ingram, Certified Public Accountants.

Recommended 5-0

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

ITEMS ADDED TO THE AGENDA IN THE MEETING – Continued

3. Gulf Coast Ecosystem Restoration Council Trustees

- A. Board Discussion – The C/W heard the request from Commissioner Robinson that the Gulf Coast Trustees be allowed to use Board Chambers for a listening session regarding NRDA Projects; and
- B. Board Direction – The C/W recommends that the Board allow the Gulf Coast Ecosystem Restoration Council Trustees, which was established by the RESTORE Act of 2012, to utilize Board Chambers on June 3, 2013, from 4:30 p.m. to 9:30 p.m., for a listening session regarding Natural Resource Damage Assessment (NRDA) Projects.

Recommended 5-0

- 4. FOR INFORMATION: The C/W heard comments from (*William Harold*) "Billy" Nungesser, President of Plaquemines Parish, Louisiana, a community of approximately 20,000 citizens, which was awarded \$220 million from the BP settlement as a result of the Deepwater Horizon Oil Spill in April 2010, and \$2 billion in Federal levee funds for the Parish.
- 5. FOR INFORMATION: The C/W was advised by Interim County Administrator Touart that he will provide a report at the June 13, 2013, C/W Workshop regarding the funding for the Pensacola Bay Center (*Capital Improvements*).

AGENDA NUMBER – Continued

8. Adjourn

Chairman Valentino declared the C/W Workshop adjourned at 3:02 p.m.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4319

Growth Management Report 14. 1.

BCC Regular Meeting

Action

Meeting Date: 06/10/2013

Issue: Escambia County Comprehensive Plan Implementation Annual Report
2011/2012

From: T. Lloyd Kerr, AICP

Organization: Development Services

RECOMMENDATION:

The Review of the Comprehensive Plan Annual Report 2011/2012

That the Board of County Commissioners (BCC) review and approve the 2011/2012 CPIC Annual Report. At the May 6, 2013 Planning Board meeting, the Board recommended approval.

BACKGROUND:

As required by the Comprehensive Plan Capital Improvement Element, the Comprehensive Plan Implementation Committee (CPIC) provides an annual report of the status of growth management activities and the Capital Improvement Program (CIP) to the Planning Board. The Planning Board reviews the report and makes recommendations to the BCC for use during its deliberations on the annual budget and CIP.

BUDGETARY IMPACT:

No budgetary impact is anticipated by the approval of this report.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

No additional personnel are required for implementation of this report.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Annual Report is prepared in accordance with the requirements contained in various sections of the Escambia County Comprehensive Plan.

IMPLEMENTATION/COORDINATION:

The Development Services Department will distribute copies to all County Departments and make them available to interested citizens. After BCC approval.

Development Services Department staff has coordinated development of the Annual Report with all CPIC members.

Attachments

Annual Report

Escambia County Comprehensive Plan Implementation Annual Report 2011/2012



A Report of the
Comprehensive Plan Implementation Committee and the Planning Board to the
Escambia County Board of County Commissioners

April 25, 2013



EXECUTIVE SUMMARY

This Annual Report has been prepared in accordance with the requirements contained in various sections of the Escambia County Comprehensive Plan, which requires reporting of certain data and information related to growth on an annual basis.

The purpose and intent of the Annual Report is to provide a yearly planning tool for monitoring and evaluating future implementation of the Escambia County Comprehensive Plan. The Comprehensive Plan contains policies and objectives adopted by the Board of County Commissioners to provide for “orderly growth management” and to “maintain and improve the quality of life for all citizens of the county”.

CIE 1.4.1 and 1.4.2 of the Comprehensive Plan calls for the Comprehensive Plan Implementation Committee to report by April 1 of each year, to the Local Planning Agency (LPA) on the status of capital project implementation activities as well as LOS conditions within the County. By June 1 of each year, the Escambia County LPA shall report to the BCC its evaluation of the implementation of the Capital Improvements Element and the Comprehensive Plan during the previous fiscal year. The report shall contain recommendations to maintain LOS standards and any adjustments necessary to the Capital Improvements Element and/or the County's annual capital improvement program.

The Board of County Commissioners (BCC) adopted the 2030 Comprehensive Plan on January 20, 2011 and the Florida Legislature adopted changes to Chapter 163 Florida Administrative Code in July, 2011.

As a result of the new adopted 2030 Comprehensive Plan the following elements are to be included within the Comprehensive Plan Annual Report for 2011/2012:

General Requirements-Population Projections, Mobility Element, Coastal Management Element, Conservation Element, Intergovernmental Coordination Element, Infrastructure Element, Recreation Element.

This report was prepared by the Development Services Department.



EXECUTIVE SUMMARY

COMPREHENSIVE PLAN IMPLEMENTATION COMMITTEE MEMBERS

GEORGE TOUART, *Interim County Administrator*

LARRY NEWSOM, *Assistant County Administrator*

T. LLOYD KERR, AICP, *Development Services Director*

JOY BLACKMON, PE, *Public Works Director*

KEITH WILKINS, *Community and Environment Director*

AMY LOVOY, *Management & Budget Services Director*

MIKE WEAVER, *Public Safety Director*

PATRICK T. GRACE, *Fire Chief*

GORDON PIKE, *Corrections Director*

BUCK LEE, *Santa Rosa Island Authority General Manager*

Annual Report Prepared By:

Development Services Department

JUAN LEMOS, *Senior Planner*

ALLYSON CAIN, *Urban Planner II*

JOHN FISHER, *Urban Planner II*

BRENDA WILSON, *Urban Planner I*



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1.0 POPULATION ESTIMATES AND PROJECTION

The University of Florida Bureau of Economic Development and Business Research (BEBR), estimated the total population for Escambia County as of 1 April 2012 at 299,511.

Estimates of Population by County and City in Florida: April 1, 2012					
State	(estimate) 4/1/2012	Total Change	(Census) 4/1/2010	Inmates 4/1/2012	Estimates less inmates 4/1/2012
Florida	19,074,434	273,102	18,801,332	125,070	18,949,364
Incorporated	9,507,404	53,756	9,453,648	18,828	9,488,576
Unincorporated	9,397,644	49,982	9,347,662	108,791	9,288,853
County and City					
Escambia	299,511	1,892	297,619	2,734	296,777
Century	1,693	-5	1,698	0	1,693
Pensacola	52,022	99	51,923	33	51,989
UNINCORPORATED	245,796	1,798	243,998	2,701	243,095
Source: University of Florida, Bureau of Economic and Business Research, November 1, 2012.					

Population Change for Counties in Florida, 1990 to 2012								
Population					Percent change			
	2012	2010	2000	1990		2010 to 2012	2000 to 2010	1990 To 2000
Florida	19,074,434	18,801,310	15,982,824	12,938,071		1.43	17.6	23.5
Escambia	299,511	297,619	294,410	262,798		0.6	1.1	12
Source: U. S. Census Bureau http://factfinder2.census.gov/faces/tableservices/jsf/pages/productview.xhtml?src=bkmk								



Annual Estimates of the Components of Population Change						
July 1, 2011 to July 1, 2012						
Total Population Change [1]	Natural Increase	Vital Events		Net Migration		
		Births	Deaths	Total	International [2]	Domestic
3,125	803	3,903	3,100	2,348	1,076	1,272

[1] Total population change includes a residual. This residual represents the change in population that cannot be attributed to any specific demographic component. See Population Estimates Terms and Definitions at <http://www.census.gov/popest/about/terms.html>.
 [2] Net international migration (except for Puerto Rico) includes the international migration of both native and foreign-born populations. Specifically, it includes: (a) the net international migration of the foreign born, (b) the net migration between the United States and Puerto Rico, (c) the net migration of natives to and from the United States, and (d) the net movement of the Armed Forces population between the United States and overseas. Net international migration for Puerto Rico includes only the international migration of native and foreign-born populations between the United States and Puerto Rico.

Escambia County Population Projections			
2015	2020	2025	
301,295	305,433	308,791	
Source: Office of Economic & Demographic Research http://edr.state.fl.us/Content/			



2.0 MOBILITY ELEMENT

The purpose of the Mobility Element, serving as the Transportation Element, is to establish the desired and projected transportation system in Escambia County and to plan for future motorized and non-motorized traffic circulation systems. This element provides guidelines to prepare for and establish an effective multi-modal transportation system.

MOB 1.2.1 Transportation Concurrency Exception Areas (TCEAs) Established *The following TCEAs are hereby established, and the TCEA Map is attached herein to this ordinance as Exhibit G:*

- a. Warrington TCEA - That area coterminous with the area approved in 1995 as the Warrington Redevelopment Area and including the Sunset Avenue Corridor of Navy Point;*
- b. Fairfield Drive TCEA - That area coterminous with the approved Englewood-Ebonwood and Palafox Redevelopment Areas and including a portion of the Brownsville Redevelopment Area.*

The Transportation Concurrency Exception Areas will continue to be reviewed annually to ensure they meet the TCEA requirements; results of this review will be reported in the County's Comprehensive Plan Implementation Annual Report.

Escambia County Transportation and Traffic Operations Division has reviewed the existing TCEAs for concurrency with the adopted levels of service and determined that the established TCEAs are operating within acceptable standards for 2012/2013.

MOB 4.2.5 Interlocal Agreement. *An interlocal agreement to determine the details of the coordination between the Navy and Escambia County shall include, but not be limited to, the individual responsibilities of the County and the Navy; the method by which the navy will appoint a Planning Board representative; the length of the term of appointment; the details of the coordination required to produce, receive and transmit any Navy comments to the State; establish who will be responsible for forwarding the comments; the method by which the Navy will apprise the County of any available grants and the details to be reported on the Annual Report on Comprehensive Plan Implementation. The Military Interlocal Agreement became effective September 2003.*

The adopted existing interlocal agreement was reviewed this year for compliance. New joint projects that will be addressed by the County and the Navy during this year's reporting period will require review and update of the interlocal agreement by next year's report. The Navy's representative continues to participate in the decision making process of the Planning Board.

MOB 4.2.9 Infrastructure Impact Report. *A formal information exchange between the County, FDOT, Emerald Coast Utilities Authority (ECUA) and other utility service providers in the area will be established to explore the growth inducing impacts of utility expansion and infrastructure improvements within the AIPD overlay areas in relation to the JLUS recommendations.*

The calculations used during this reporting period within the AIPD Overlay Areas will be used as the baseline figures to track utility and infrastructure improvements in future reports.

MOB 4.2.10 Annual Assessment Pursuant to Section 163.3191(n) Florida Statutes, and beginning in Fiscal Year 2004/2005, the County shall conduct an annual assessment of the effectiveness of the criteria adopted pursuant to Section 163.3177(6)(a), Florida Statutes, in achieving compatibility with



military installations in areas designated as AIPDs. This assessment shall be based on a compilation of data for the calendar year and shall compare the current years' development with the previous years' development relevant to the following in each AIPD:

- a. Single-family residential building permits in each AIPD area based on the number of permits issued, and broken down by Accident Potential Zone (APZ) and AIPD area.
- b. Number of residential units (high density) approved and permitted.
- c. Extension of sewer and water lines in the AIPD Overlay areas as reported by ECUA (or relevant potable water distributors).
- d. Number of units approved in preliminary and final subdivision plats.
- e. Number of site plans for commercial projects approved.
- f. Number of communication towers approved.
- g. Number of variances and/or conditional use requests and approvals.
- h. Number of rezoning requests/approvals.
- i. Number of future land use amendments.

The intent is to measure the increase or decrease in residential development activity within the AIPDs to determine the effectiveness of the measures adopted to control residential density and encourage commercial development, as recommended by the JLUS. The County shall review the collected data to ensure compliance with the intent of the JLUS recommendations. In addition, analysis of the collected data over a period of time will assist in determining what future changes may be required to enhance or improve the County's efforts to control encroachment on the military installations.

The County's annual assessment of the effectiveness of the criteria adopted pursuant to 163.3177(6)(a), F.S. (2007) in achieving compatibility with military installations in areas designated as AIPD was conducted in FY 2011/2012. A compilation of AIPD data for the calendar year of 2012 is shown below.



Calendar Year 2012 Airfield Influence Planning Districts (AIPD) Monitoring

Planning District	Zone	Sewer & Water Lines Extension	Total Dwelling Units Approved In Prelim Plats	Total Dwelling Units Approved In Final Plats	Commercial Site Plans Approved	Residential Bldg Plans Approved	Residential Site Plans Approved	Commercial Towers Approved	Variances	Conditional Use	Rezoning Approval	Future Land Use Amendment
NAS PENSACOLA												
AIPD-1	AREA A	*	0	0	0	0	0	0	0	0	0	0
	AREA B	*	0	0	0	0	0	0	0	0	0	0
	APZ-1		0	0	0	0	0	0	0	0	1	0
	APZ-1 NASP	*	0	0	0	0	0	0	0	0	0	0
	APZ-2	*	0	0	1	0	0	0	0	0	0	0
	APZ-2 NASP	*	0	0	0	0	0	0	0	0	0	0
	CZ	*	0	0	0	0	0	0	0	0	0	0
		*	0	0	0	0	0	0	0	0	0	0
AIPD-2		*	0		2	0	0	0	0	2	0	0
NOLF SAUFLEY												
AIPD-1	AREA B	*	0	0	0	0	0	0	0	0	0	0
	APZ-1	*	0	0	0	0	0	0	0	0	0	0
	APZ-2	*	0	0	0	0	0	0	0	0	0	0
	CZ	*	0	0	0	0	0	0	0	0	0	0
AIPD-2	APZ-2	*	0	0	1	0	0	0	0	1	0	0
AIPD-2					1							
NOLF SITE 8												
AIPD-1	AREA B	*	0	0	0	0	0	0	0	0	0	0
AIPD-2		*	0	0	0	0		0	0	0	0	0

*Not Reported



3.0 HOUSING ELEMENT

HOU 1.6.6 State and Federal Assistance. *Escambia County shall participate in the following programs or any replacement or supplemental programs, which may be developed by state, federal or other appropriate agencies:*

1. *U.S. Housing and Urban Development HUD, Section 8, existing housing program, for rent supplements to qualified low-income families;*

Escambia County and the City of Pensacola consolidated the two separate Section 8 Rental Assistance programs in 1991, and the City of Pensacola Housing Office administers the Section 8 program covering the entire County. Currently over 2200 families continue to actively participate in the Section 8 Rental Assistance Voucher Program in Escambia County and the City of Pensacola. Additionally, the City Housing Office also has received Veteran Affairs Supportive Housing (VASH) vouchers to assist approximately 100 veterans with rental assistance.

2. *The Community Development Block Grant (CDBG) Program;*

Escambia County has actively participated in the CDBG Program since becoming an entitlement jurisdiction in 1988. An Annual Plan has been and continues to be prepared and mutually approved by members of the Escambia Consortium (Escambia County, City of Pensacola, Santa Rosa County and the City of Milton) detailing the plans for the respective jurisdictions with regard to allocation of CDBG funds. The funding for this program has decreased significantly over the past years, and this trend is continuing.

3. *The Consolidated Plan pursuant to the Cranston-Gonzalez National Affordable Housing Act;*

The Escambia Consortium (Escambia County, City of Pensacola, Santa Rosa County and the City of Milton) jointly prepares and the governing bodies of each body mutually approve a new Consolidated Plan every five years. The current 2010-2014 Escambia Consortium Consolidated Plan was approved by the member jurisdictions and HUD in 2011, and will remain in force until September 30, 2015. The Annual Action plan is updated annually via the HUD Annual Plan approval process and submitted to HUD each August to outline the use of HUD funds each year.

4. *The Home Investments Partnership Program (HOME); and*

Escambia County actively participates in the HOME Program and has since 1992. The program supports the County's replacement housing program and the scattered site rental development initiative undertaken with area non-profit organizations. For many years, this has been the only significant source of funds for replacement of severely deteriorated, owner occupied housing units in the County. It is anticipated that significant funding cuts will be made by HUD to this Program.

5. *The State Housing Initiatives Partnership (SHIP) Program, among others.*



Since 1993, Escambia County and the City of Pensacola jointly participate in the SHIP Program, but funding has not been received since 2009. The program supports a range of local affordable homeownership housing programs, as well as workforce rental development (to a lesser degree). This is the State of Florida's primary affordable housing resource with dedicated funding provided through a surcharge on documentary stamps. As such, the SHIP Program has become the major housing resource, not only for Escambia County, but also for virtually all the local governments throughout the State of Florida.

HOU 1.6.7 Neighborhood Enterprise Foundation. *Escambia County shall provide assistance, through NEFI to provide affordable homeownership opportunities for moderate, low and very-low income homebuyers*

This arrangement with Neighborhood Enterprise Foundation, Inc. (NEFI), which began in 1991, continues to date. NEFI manages housing and community development programs as part of the Community & Environment Department, under the authority of the BCC. Given the funding cuts for the State SHIP Program and Federal HUD programs, the actual annual production will directly relate to the level of funding actually provided by the respective agency. Housing programs address both homebuyer assistance programs as well as homeowner rehabilitation. Accomplishments may vary since future SHIP funding is uncertain and will depend upon the decisions of the Florida State Legislature.



4.0 INFRASTRUCTURE ELEMENT

INF 4.1.7 Level of Service (LOS) Standards. *The LOS standard for potable water service within Escambia County shall be 250 gallons per residential connection per day. For non-residential uses, the LOS requirements shall be based upon an Equivalent Residential Connection (ERC) to be calculated by the service provider at the time of application. Escambia County shall continue to work with the water providers to ensure adequate capacity is available.*

The Emerald Coast Utilities Authority (ECUA) owns and operates three (3) wastewater treatment plants/water reclamation facilities within its service area, as of the end of the 2012 calendar year. These facilities, which are shown below "Wastewater Treatment Facilities", serve customers within the City of Pensacola and unincorporated Escambia County, including Pensacola Beach and Perdido Key. A single plant serves Pensacola Beach, while an integrated collection system ties the service areas for the Bayou Marcus Water Reclamation Facility and the new Central Water Reclamation Facility (CWRF) together on the mainland, along with Perdido Key.

A detailed summary of the capital improvements in progress or planned for those facilities and other wastewater system components can be found at www.ecua.org which includes the ECUA Capital Improvements Program (CIP) - Fiscal Years 2011 - 2015, which the ECUA Board has formally approved and adopted. Any proposed facility improvement or expansion detailed in the CIP will be financed solely by the ECUA through user fees, impact fees, bond issues, developer contributions, or state and federal grants or appropriations.

ECUA Wastewater Treatment Facilities

Facility	Permitted Capacity (GPD)	12 Month Average Daily Flow (GPD)	Excess Capacity (GPD)
Bayou Marcus WRF	8,200,000	5,269,000	2,931,000
Central WRF	22,500,000	14,365,000	8,135,000
Pensacola Beach WWTP	2,400,000	907,000	1,493,000

Source: Department of Environmental Protection, Northwest District, 2011, <http://www.dep.state.fl.us/northwest/>
Bill Evans, P.E. Domestic Wastewater Permitting Supervisor

INF 4.1.9 LOS Evaluation and Revision. *By December 2012, Escambia County shall develop a report evaluating the current LOS standard for potable water service provision. This report shall examine alternative LOS standards and establish a five-year plan to achieve and maintain a LOS that is sufficient to meet the County's projected needs. Upon completion of this report, recommendations for revisions to adopted LOS standards and other related policies identified within this report shall be adopted as amendments to the Escambia County Comprehensive Plan within 18 months.*

The ECUA is the primary provider of potable water service for southern Escambia County, including Pensacola Beach. The remainder of the County is served by Nine (9) smaller water supply franchises. The Florida Department of Environmental Protection receives a Monthly Operating Report (MOR) from each utility. The table below lists the water supply utilities and their capacities in gallons per capita per day.



These facilities serve customers within the City of Pensacola and unincorporated Escambia County, and on Pensacola Beach. Because the production wells pump into an inter-connected, grid distribution system and not to a specific and definable service area, the current demand on each individual well is not relevant to an analysis of the overall system. ECUA monitors and reports to the Environment Protection Agency via the Florida Department of Environmental Protection (FDEP). For more detailed data please visit http://www.dep.state.fl.us/northwest/OCULUS_08_public_revised20110106Water.pdf or www.ecua.org.

Water Supply Facilities Capacities in Gallons per Day (GPD)
A summary of capital improvements for water production and distribution.

Facility	Design Capacity g/d	12-Mo Avg Flow	Excess Capacity
Bratt-Davisville Water System	1,656,000	166,362	1,489,638
Central Water Works Inc.	2,304,000	276,750	1,959,976
Cottage Hill Water Works	2,160,000	337,597	1,966,403
Emerald Coast Utilities Authority	84,457,440	29,244,750	55,212,690
Farm Hill Utilities Inc.	2,736,000	478,274	2,257,726
Gonzalez Utilities Association Inc.	2,088,000	505,706	1,582,294
Molino Utilities Inc.	3,801,600	796,167	3,005,433
Peoples Water Service Company	7,416,000	2,224,859	5,191,141
Walnut Hill Water Works Inc.	1,116,000	176,526	939,474

Source: Department of Environmental Protection, Northwest District, 2011, <http://www.dep.state.fl.us/northwest/>



5.0 COASTAL MANAGEMENT

COA 1.2.4 Infrastructure Inventory. *Escambia County shall maintain an inventory of infrastructure located within the CHHA. The 1995 report on coastal infrastructure shall be updated annually. The Comprehensive Plan Implementation Committee shall produce a report for consideration by the Escambia County Board of County Commissioners (BCC) that presents opportunities to relocate or replace such infrastructure.*

The County's High Hazard Area encompasses those areas identified in the Storm Surge Category I. The County has neither built any new vital public or semi-public facilities nor removed any facilities in the coastal high hazard areas (CHHA) during FY 2011/2012.

COA 1.3.8 Development Impact Analysis. *The Comprehensive Plan Implementation Annual Report shall include an analysis of proposed and new developments' impact on hurricane evacuation times. The BCC, upon receipt of the report from the Local Planning Agency (LPA), will address any deficiencies identified in the report and take corrective measures as necessary. The report and recommendations will consider the actual development that has occurred during the evaluation period (preceding 12 months) as well as the projected development anticipated to be approved during the succeeding evaluation period. The needed corrective actions by the BCC will maintain or reduce the County's adopted roadway clearance time.*

After reviewing the model it was determined that new guidelines are necessary to identify the impacts of approved development on hurricane evacuation times within the previous evaluation period (preceding 12 months).

OBJ COA 2.1 General Coastal Resource Protection **Protect, conserve, and enhance coastal ecosystems, environmentally sensitive areas, water resources, living marine resources, remaining coastal barriers, wildlife habitats and other natural coastal resources.**

COA 2.1.2 Resource Monitoring. *Escambia County staff shall monitor the resources referenced in Objective COA 2.1 and provide recommendations to the BCC regarding their protection, conservation, and enhancement. Monitoring data and recommendations shall be included in the Comprehensive Plan Implementation Annual Report and shall include at least:*

- a. Changes in the total acreage of coastal wetlands and the extent of coastal wetland communities;
- b. Changes in the volume of the commercial fish catch and the amount of fish and shellfish annually landed;
- c. Changes in acreage of protected land on barrier islands; and
- d. Changes in acreage of coastal lands held for conservation and recreation use.

a.) No data update available.

b.) Changes in the volume of the commercial fish catch and the amount of fish and shellfish annually landed,

The preliminary 2012 (closed 6/12/2012), Commercial Fishery Annual Landings Report for all Florida Counties can be found at the following website link: [http://](http://myfwc.com/media/1540768/sumcnty_11.pdf)

http://myfwc.com/media/1540768/sumcnty_11.pdf



Table 4E: Commercial Fishery Annual Report for Escambia County

Year	Total Number of Finfish (lbs.)	Total Volume of Invertebrates (lbs.)	Total Volume of Food Shrimp (lbs.)	Total Volume of Bait Shrimp (lbs.)	Total Trips	Grand Volume Total (lbs.)
2011*	674,669	82,474	230,209	0	1,645	987,353
2012**	1,197,702	157,998	234,744	0	2,863	1,590,444

Source: Florida Fish and Wildlife Conservation Commission, Marine Fisheries Information System;
 * = Final Report; ** = Preliminary Report

c) Changes in acreage of protected land on barrier islands

According to the County's Environmental Permitting Division, no protected lands on the Barrier Islands were impacted during FY 2011/12.

Table 4F: Acreage of Protected Land on Barrier

Owned by	Recreation or Conservation	Number of Parcels	Acreage
County	Recreation	5	3.57
SRIA	Recreation	31	541.12
State	Recreation	5	421.98
Federal	Conservation	18	3,555.40
Total			4,522.07

Source: Escambia County Geographic Information Systems (GIS)

d) Changes in acreage of land held for conservation and recreation use. Monitoring data and recommendations shall be included in the comprehensive plan implementation committee's annual report.

According to the County's Environmental Permitting Division, no protected lands on the Mainland were impacted during FY 2011/12.

Table 4G: Acreage of Protected Land on Mainland

Owned by	Recreation or Conservation	Number of Parcels	Acreage
Century	Recreation	2	13.97
County	Recreation	136	1,682.69
	Conservation	35	1,013.46
Federal	Conservation	3	19.66
State	Recreation	4	929.11
	Conservation	102	23,091.54
Total			26,750.43

Source: Escambia County Geographic Information Systems (GIS)



COA 2.3.4 Beach and Shoreline Regulations. *Escambia County shall protect beach and shoreline systems. These regulating provisions shall be reviewed annually for the Comprehensive Plan Implementation Annual Report and updated as necessary to address concerns and issues including, but not limited to, the following:*

- a. "White Sand" regulations;
- b. Shoreline protection zone;
- c. CCCL-related regulations;
- d. Dune replenishment, enhancement and re-vegetation programs; and
- e. Wetland and environmentally sensitive area regulations.

The regulating provisions have been reviewed for FY 2011/2012 and no updates were necessary. The most recent update, in 2005, established the 1975 Costal Construction Control Line (CCCL) as Shoreline Protection Zone 1 for construction on the south side of the Barrier Islands, fronting the Gulf of Mexico. There are numerous beach and shoreline projects aimed at the protection and enhancement of our natural resources. For more information, visit the Escambia County webpage at: <http://www.myescambia.com/government/departments/ce>



6.0 CONSERVATION ELEMENT

CON 1.3.4 Monitoring and Recommendations. *Escambia County shall utilize FDEP's annual water quality assessment and other sources to monitor surface water systems. Water quality ratings shall be monitored for the Escambia River, Pensacola Bay, Perdido Bay, and Perdido River basins and other locations as appropriate. Monitoring data and recommendations shall be included in the Comprehensive Plan Implementation Annual Report.*

Surface water quality assessments, monitoring data and reporting is conducted by the Escambia County Water Quality Division to the Environmental Protection Agency via the Florida Department of Environmental Protection (FDEP). On a bi-annual basis FDEP produces a document which describe the results of their monitoring efforts in the State of Florida; the Department of Environmental Protection's Integrated Water Quality Assessment for Florida: 305(b) Report and 303(d) List Update for 2010 was the last report submitted. The 2012 305(b) Report is available and may be viewed at:

http://www.dep.state.fl.us/water/docs/2012_integrated_report.pdf

This report provides an overview of the status and overall condition of Florida's surface and ground water quality addressing reporting requirements of Sections 305(b) and 303(d) of the Federal Clean Water Act (CWA). Section 305(b) requires each state to report to the U.S. Environmental Protection Agency (EPA) on the condition of its surface waters, and Section 303(d) requires each state to report on its impaired water bodies (those not meeting water quality standards). Using the information from all the states, the EPA provides Congress with a national inventory of water quality conditions and develops priorities for future federal actions to protect and restore aquatic resources.



7.0 RECREATION ELEMENT

REC 1.1.7 Annual Review and Report. *Escambia County shall annually review and report upon the cooperative efforts between the public and private sectors in the provision of recreational opportunities to assure that such efforts are coordinated. In even numbered years, the report will include an inventory of public beach access facilities, including those in the coastal area.*

Community organizations and athletic associations continue to provide recreational activities to the public in Escambia County. A current inventory of existing public beach access facilities and map locations is included with this update. Maps are available at www.myescambia.com

PUBLIC BEACH ACCESS FACILITIES	
ZIPCODE	PARK NAME
32502	GARCON BAYOU NATURE PARK
32501	PERDIDO KEY 1 (GULFSIDE)
32562	SRIA - PENSACOLA BEACH GULF PIER
32562	SRIA - COWLEY, FT PICKENS GATE, QUIETWATER, PB EAST&SOUNDSIDE
32595	MOLINO FAIRGROUNDS PARK & MOLINO FAIRGROUNDS BOAT RAMP
32501	GALVEZ BOAT RAMP
32333	BOGIA
32502	WILDLIFE SANCTUARY OF NW FL
32502	BILL DICKSON PARK
32505	PENSACOLA SHIPYARD BOAT RAMP
32501	CORONADA BOAT RAMP
32501	NAVY POINT BOAT RAMP & WATERFRONT & TRIANGLE
32501	PERDIDO KEY 2 (RIVER ROAD)
32501	INNERARITY BEACH
32333	COTTON LAKE
32521	PENSACOLA FISHING PIER
32399	LAKE STONE & LAKE STONE CAMPGROUND
32333	MYSTIC SPRINGS BOAT RAMP
32501	PERDIDO BAY COUNTRY CLUB ESTATES UNIT 5



8.0 INTERGOVERNMENTAL COORDINATION ELEMENT

ICE 1.3.4 Growth and Development Trends. *As per the Interlocal Agreement, the local governments will provide the School Board with their Comprehensive Plan Implementation Committee Annual Report on growth and development trends within their jurisdiction. To the extent feasible, the reports should be provided in geographic information system compatible format for the purpose of geo-referencing the information. This report will be in tabular, graphic, and textual formats and will include the following:*

- a. The type, number, and location of residential units that have received zoning approval, final plat and site plan approval;*
- b. Information regarding FLUM amendments;*
- c. Building permits and certificate of occupancy data for residential dwellings issued for the preceding year and their location;*
- d. Summary of vested rights determinations and other actions that affect demands for public school facilities;*
- e. Information regarding the conversion or redevelopment of housing or other structures into residential units that are likely to generate new students and reflects the existing land use; and*
- f. The identification of any development orders issued*

Growth & Development Trends FY 2011/2012

Small Scale Amendments	3
Comprehensive Plan Amendments	2
Land Development Code Changes	11
Interpretations	3
Planned Unit Developments	0
Development Agreements	0

Source: Escambia County Development Services ; Excel Database



TYPES OF CASES	# CASES APPROVED	# CASES DENIED	# CASES WITHDRAWN	# CASES PENDING	TOTAL # OF CASES
Board of Adjustment (BOA)					
Variance	11	1	4	0	16
Conditional Use	12	1	3	0	16
Administrative Appeal	1	0	0	0	1
Development Order Extension (Senate Bills)	17	0	0	0	17
Administrative Variances for Governmental Right of Way Takings	0	0	0	0	0
Rezoning (PB)					
Zoning Map Amendment Cases	26	3	0	0	29
Development Review Committee (DRC)					
Pre-application Meetings	74	0	0	0	74
Preliminary Plat Applications	0	0	0	0	0
Final Plat Applications	1	0	0	0	1
Unplatted Subdivision Applications	1	0	0	0	1
Master Plans Applications	0	0	0	0	0
Planned Unit Developments	0	0	0	0	0
Major Development Site Plans Application	45	0	0	4	49
Minor Development Site Plans Application	20	0	0	2	22

Source: DRC Excel database. LRP staff database.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4363

County Administrator's Report 14. 1.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 06/10/2013

Issue: Disposition Of Property for Information Technology Department

From: David Musselwhite, Department Director

Organization: Information Technology

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Property for the Information Technology Department - David Musselwhite, Information Technology Department Director

That the Board approve the nine Request for Disposition of Property Forms for the Information Technology Department for all items of equipment, which are described and listed on the Request Forms, with reason for disposition stated. The items are to be auctioned as surplus or properly disposed of.

BACKGROUND:

Escambia County policy establishes the procedures for disposing of surplus or obsolete equipment. This policy and procedure is in accordance with Florida Statute 274.06.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Board's Policy Section II, Part B.1, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

Upon approval by the Board and document execution, the Information Technology Deartment will remove the property tags and return the tags and signed Disposition to the Clerk of the Circuit Court. The Clerk's Office will remove the equipment form the Information Technology Department's inventory.

Attachments

Disposition-request

Disposition-request

Disposition-request

Disposition-request

Disposition-request

Disposition-request

Disposition-request

Disposition-request

Disposition-request

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

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Information Technology

COST CENTER NO: 270110

David Musselwhite

DATE: 5/16/13

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):

Phone No: 595-4993

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	53453	Desktop Computer	GH9DX51	Dell Optiplex SX280	2004	Bad
Y	54003	Desktop Computer	5F94M71	Dell Optiplex SX280	2005	Bad
Y	54114	Desktop Computer	1V83181	Dell Optiplex SX280	2005	Bad
Y	54757	Desktop Computer	B2T7D91	Dell Optiplex GX620	2006	Bad
Y	54894	Desktop Computer	17YST91	Dell Optiplex GX620	2006	Bad

Disposal Comments:

INFORMATION TECHNOLOGY (IT Technician):

Christopher McGraw

Print Name

Conditions: ☐ Dispose-Good Condition-Unusable for BOCC

☒ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 5/16/13

Information Technology Technician Signature:

Christopher McGraw

TO: County Administration

Date: 5/16/13

FROM: Escambia County Department Director (Signature):

David Musselwhite

Director (Print Name):

David Musselwhite

RECOMMENDATION:

TO: Board of County Commissioners

FROM: County Administration

Date:

George Touart

George Touart

Interim County Administrator or designee

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

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction.

rev. sh 07.11.12

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ESCAMBIA COUNTY, FLORIDA**

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Information Technology

COST CENTER NO: 270110

David Musselwhite

DATE: 5/16/13

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):

Phone No: 595-4993

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	55036	Desktop Computer	6MPD581	Dell Optiplex GX820	2006	Bad
Y	55171	Desktop Computer	5Z1ZGB1	Dell Optiplex GX820	2006	Bad
Y	55523	Desktop Computer	53R36C1	Dell Optiplex GX820	2006	Bad
Y	55524	Desktop Computer	JZQ36C1	Dell Optiplex GX820	2006	Bad
Y	55531	Desktop Computer	4PQ36C1	Dell Optiplex GX820	2006	Bad

Disposal Comments:

INFORMATION TECHNOLOGY (IT Technician):

Christopher McGraw

Print Name

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Information Technology Technician Signature:

Christopher McGraw

TO: County Administration

Date: 5/16/13

FROM: Escambia County Department Director (Signature):

David Musselwhite

Director (Print Name):

David Musselwhite

RECOMMENDATION:

TO: Board of County Commissioners

FROM: County Administration

Date:

George Touart
George Touart
Interim County Administrator or designee

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DATE: 5/16/13

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Property Custodian (Signature):

Phone No: 595-4993

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	057832	Laptop Computer	8JYXXG1	Latitude D530	2008	Bad
Y	057893	Laptop Computer	GWFTDH1	Latitude D530	2008	Bad
Y	058124	Laptop Computer	3V8L3B1	Latitude D610	2008	Bad
Y	058167	Laptop Computer	7W8L3B1	Latitude D610	2008	Bad
Y	055810	Laptop Computer	DG47SC1	Latitude D620	2007	Bad
Y	044091	Bay Networks Switch WG	101298	AL2001A05	1996	Bad

Disposal Comments:

INFORMATION TECHNOLOGY (IT Technician):

Christopher McGraw

Print Name

Conditions: ☐ Dispose-Good Condition-Unusable for BOCC

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5-16-13

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TO: Clerk & Comptroller's Finance Department

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David Musselwhite DATE: 5/16/13

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Phone No: 595-4993

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	055675	Laptop Computer	799YDC1	Latitude D520	2007	Bad
Y	055677	Laptop Computer	65K5FC1	Latitude D520	2007	Bad
Y	056014	Laptop Computer	HNDV4D1	Latitude D520	2007	Bad
Y	056704	Laptop Computer	BXH8QD1	Latitude D520	2007	Bad
Y	056812	Laptop Computer	5NT10F1	Latitude D520	2007	Bad
Y	056013	Laptop Computer	6PDV4D1	Latitude D520	2007	Bad

Disposal Comments:

INFORMATION TECHNOLOGY (IT Technician): Christopher McGraw

Print Name

Conditions: ☐ Dispose-Good Condition-Unusable for BOCC

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Date: 5/16/13 Information Technology Technician Signature:

TO: County Administration Date: 5/16/13

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Director (Print Name): David Musselwhite

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Property Custodian (Signature):

Phone No: 595-4993

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TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	054652	Laptop Computer	1QTWV81	Latitude D510	2005	Bad
Y	054791	Laptop Computer	F7LLK91	Latitude D510	2006	Bad
Y	054816	Laptop Computer	4X5JN91	Latitude D510	2006	Bad
Y	054902	Laptop Computer	9DK4W91	Latitude D510	2006	Bad
Y	054903	Laptop Computer	3FK4W91	Latitude D510	2006	Bad
Y	054904	Laptop Computer	FZ29X91	Latitude D510	2006	Bad

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rev. sh 07.11.12

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Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):

Phone No: 595-4993

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	053257	Laptop Computer	DKJDH51	Latitude D505	2004	Bad
Y	053534	Laptop Computer	1Q24361	Latitude D505	2004	Bad
Y	053707	Laptop Computer	8F0KX61	Latitude D505	2005	Bad
Y	053912	Laptop Computer	CMJ1871	Latitude D505	2005	Bad
Y	054993	Laptop Computer	HRP62b1	Latitude D510	2006	Bad

Disposal Comments:

INFORMATION TECHNOLOGY (IT Technician):

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Print Name

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rev. sh 07.11.12

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David Musselwhite

DATE: 5/16/13

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):

Phone No: 595-4993

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	050618	Desktop Computer	564T311	GX240	2002	Bad
Y	051516	Desktop Computer	FT6H521	GX260	2002	Bad
Y	051517	Desktop Computer	8T6H521	GX260	2002	Bad
Y	052093	Desktop Computer	5H3K031	SX260	2003	Bad
Y	052091	Desktop Computer	4G3K031	SX260	2003	Bad

Disposal Comments:

INFORMATION TECHNOLOGY (IT Technician):

Christopher McGraw

Print Name

Conditions: ☐ Dispose-Good Condition-Unusable for BOCC

☒ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 5/16/13

Information Technology Technician Signature:

TO: County Administration

Date: 5/16/13

FROM: Escambia County Department Director (Signature):

Director (Print Name):

David Musselwhite

RECOMMENDATION:

TO: Board of County Commissioners

FROM: County Administration

Date: 5/16/13

George Touart

Interim County Administrator or designee

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

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction.

rev. sh 07.11.12

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

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Information Technology

COST CENTER NO: 270110

David Musselwhite

DATE: 5/16/13

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):

Phone No: 595-4993

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	049516	Desktop Computer	6FWGK01	GX150	2001	Bad
Y	058139	Desktop Computer	DBGS3B1	Precision 470	2008	Bad
Y	053708	Desktop Computer	2384Y61	SX280	2005	Bad
Y	054000	Desktop Computer	4F94M71	SX280	2005	Bad
Y	054039	Desktop Computer	32J1P71	SX280	2005	Bad
Y	054116	Desktop Computer	4T83181	SX280	2005	Bad

Disposal Comments:

INFORMATION TECHNOLOGY (IT Technician):

Christopher McGraw

Print Name

Conditions: ☐ Dispose-Good Condition-Unusable for BOCC

☒ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 5/16/13

Information Technology Technician Signature:

TO: County Administration

Date: 5/16/13

FROM: Escambia County Department Director (Signature):

Director (Print Name):

David Musselwhite

RECOMMENDATION:

TO: Board of County Commissioners

FROM: County Administration

Date:

George Touart

Interim County Administrator or designee

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

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction.

rev. sh 07.11.12

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

TO: Clerk & Comptroller's Finance Department
FROM: Disposing Department: Information Technology COST CENTER NO: 270110
David Musselwhite DATE: 5/16/13
Property Custodian (PRINT FULL NAME)
Property Custodian (Signature): Phone No: 595-4993

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:


TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	052094	Desktop Computer	1G3K031	SX260	2003	Bad
Y	052377	Desktop Computer	CSS8B31	SX260	2003	Bad
Y	052382	Desktop Computer	FSS8B31	SX260	2003	Bad
Y	052899	Desktop Computer	8T67M41	SX270	2004	Bad
Y	052900	Desktop Computer	BT67M41	SX270	2004	Bad
Y	052980	Desktop Computer	GT2CQ41	SX270	2004	Bad

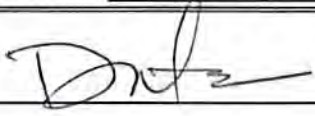
Disposal Comments:

INFORMATION TECHNOLOGY (IT Technician): Christopher McGraw
Print Name


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

Computer is Ready for Disposition

Date: 5/16/13 Information Technology Technician Signature: 

TO: County Administration Date: 5/16/13
FROM: Escambia County Department Director (Signature): 

Director (Print Name): David Musselwhite

RECOMMENDATION: Date: 5/16/13
TO: Board of County Commissioners
FROM: County Administration

George Touart
Interim County Administrator or designee

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

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 07.11.12



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4391

County Administrator's Report 14. 2.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 06/10/2013

Issue: Resolution for Continued Use and Maintenance of J. Earle Bowden Way

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Resolution for Continued Use and Maintenance of J. Earle Bowden Way - Michael D. Weaver, Public Safety Department Director

That the Board adopt and authorize the Chairman to sign the Resolution supporting the continued use and maintenance of J. Earle Bowden Way (State Road 399) on Santa Rosa Island, in the interest of public safety.

BACKGROUND:

J. Earl Bowden Way (State Road 399) traverses the Gulf Islands National Seashore (GINS) and connects Santa Rosa County with the Escambia County portion of Santa Rosa Island via the Bob Sikes Bridge. Without this connection to Escambia County, Santa Rosa County residents have only one egress from Santa Rosa Island via the Navarre Beach Bridge. Should either county's bridge to the mainland be closed, J. Earle Bowden Way is the only way to access Santa Rosa Island. Access to the GINS is necessary for the continued use and enjoyment thereof by members of the public. The Resolution supports the continued use and maintenance of J. Earl Bowden Way, located within the GINS and connecting Santa Rosa and Escambia Counties, its expedient repair or replacement in the event that roadway is by any means made impassable and that its re-opening is critical to the safety of the public.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney Kristin Hual approved the Resolution as to form and legal sufficiency on May 17, 2013.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

J Earl Bowden Way Resolution

RESOLUTION NUMBER R2013 - ____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING THE CONTINUED USE AND MAINTENANCE OF J. EARLE BOWDEN WAY (STATE ROAD 399) ON SANTA ROSA ISLAND; PROVIDING FOR TRANSMITTAL; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, J. Earle Bowden Way (State Road 399) traverses the Gulf Islands National Seashore and connects Santa Rosa County with Escambia County on Santa Rosa Island; and

WHEREAS, without a connection to Escambia County, Santa Rosa County residents have only one egress from Santa Rosa Island: namely, via a bridge. Likewise, without a connection to Santa Rosa County, Escambia residents have only one egress from Santa Rosa Island: namely, via a bridge; and

WHEREAS, should either county's bridge to the mainland be closed, J. Earle Bowden Way is the only way to access Santa Rosa Island; and

WHEREAS, in the event that J. Earle Bowden Way is damaged or otherwise made impassable by some natural or other disaster, the expedient repair or replacement and re-opening of the road is critical to the safety of the public; and

WHEREAS, access to the Gulf Islands National Seashore is necessary for the continued use and enjoyment thereof by members of the public; and

WHEREAS, public safety implores that J. Earle Bowden Way remain open.

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 Escambia County Board of County Commissioners hereby supports the continued use and maintenance of J. Earle Bowden Way (State Road 399), located within the Gulf Islands National Seashore and connecting Santa Rosa and Escambia Counties, in the interest of public safety.

Section 3. That the Escambia County Board of County Commissioners hereby directs the Clerk to forward a copy of this resolution to the following: Sheriff David Morgan, Escambia County Sheriff's Office; Captain John Gourley, Florida Highway Patrol; and Superintendent Daniel R. Brown, Gulf Islands National Seashore.

Section 4. That this Resolution shall take effect immediately upon its 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

(Seal)

This document approved as to form
and legal sufficiency

By: _____

Title: _____

Date: 5/17/13

re: A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING THE CONTINUED USE AND MAINTENANCE OF J. EARLE BOWDEN WAY (STATE ROAD 399) ON SANTA ROSA ISLAND; PROVIDING FOR TRANSMITTAL; PROVIDING FOR AN EFFECTIVE DATE.

Addresses for Clerk to forward a copy of this resolution:

Sheriff David Morgan
Escambia County Sheriff's Office
1700 West Leonard Street
Pensacola, FL 32501

Captain John Gourley
Florida Highway Patrol
150 Stumpfield Road
Pensacola, FL 32503

Superintendent Daniel R. Brown
Gulf Islands National Seashore
1801 Gulf Breeze Parkway
Gulf Breeze, FL 32563



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4404

County Administrator's Report 14. 3.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 06/10/2013

Issue: Clinical/Externship Education Affiliation Agreement with Fortis Institute

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Clinical/Externship Education Affiliation Agreement between Fortis Institute and Escambia County, Florida - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the Clinical/Externship Education Affiliation Agreement between Fortis Institute and Escambia County, Florida:

A. Approve the Agreement to allow the provision of clinical/externship education experiences, required for certain students of Fortis Institute, under the auspices of Escambia County Emergency Medical Services (EMS); and

B. Authorize the Chairman to sign the Agreement.

BACKGROUND:

Fortis Institute has established certain training programs through which clinical externship experiences are desired. The recommended Agreement will establish a partnership whereby Escambia County EMS will provide such clinical training, specifically in the ambulance billing system, for Fortis Institute students. It will benefit EMS through use of the additional manpower provided by student participants (externs).

The EMS Billing Office Manager will provide the necessary oversight and instruction, based on a suitable training program developed in coordination with Fortis Institute.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney Kristen Hual approved the document as to form and legal sufficiency on May 20, 2013.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Agreements require approval by the Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

The development of this Agreement has been coordinated with Fortis Institute and the County Attorney's Office. Joseph Scialdone, the EMS Billing Office Manager, will oversee implementation of the Agreement.

Attachments

Fortis Extership Agreement

CLINICAL/EXTERNSHIP EDUCATION AFFILIATION AGREEMENT

THIS AGREEMENT entered into on this ____ day of _____, 2013, by and between **Fortis Institute**, a division of Education Affiliates, a for-profit private post-secondary educational institution (hereinafter referred to as the "Educational Institution"), with a campus located at 4081 East Olive Road, Suite B, Pensacola, Florida 32514, and Escambia County, a political subdivision of the State of Florida, whose administrative office address is 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "Facility").

WITNESSETH:

WHEREAS, the Educational Institution is organized and operated under the authority of the Department of Education of the State of Florida and provides post-secondary education to students;

WHEREAS, the Educational Institution requires a clinical externship for the training of its students;

WHEREAS, the Escambia County Public Safety Department has the facilities for such externship experience;

WHEREAS, it is to the mutual benefit of the Parties hereto to cooperate for the purpose of providing the externship as described herein.

NOW, THEREFORE, in consideration of the mutual covenants, undertakings, and promises contained herein, the parties hereto, intending to be legally bound, agree that a program of supervised externship shall be conducted for students of the Educational Institution under the following terms and conditions:

1. **TERM.** This Agreement shall commence as of the date indicated above and shall be in effect until such time that either party notifies the other that the agreement will no longer be in effect and that such notification occur in writing and be delivered no later than 90 days prior to the intended date of dissolution of the Agreement.

2. **CANCELLATION.** This Agreement may be cancelled by either party, for any or no reason, at the sole discretion of the Educational Institution or Facility at any time. However, all students currently enrolled and assigned to the Facility at the time of notice of termination, shall be given the opportunity to complete their respective externships at the site; such completion period shall not exceed six (6) months, unless otherwise agreed to in writing by the Educational Institution and Facility.

3. **RESPONSIBILITIES OF THE EDUCATIONAL INSTITUTION:**

a) Educational Institution shall provide the program for the externship including the expected length of hours and types of duties to be performed, as well as the objectives to be achieved as a result of this education experience.

- b) Educational Institution shall ensure that all students who are designated to participate in the externship program have completed the appropriate prerequisite courses.
- c) Educational Institution shall provide the Facility with the name, telephone number, and academic information including level of training and previous externship experience for each student participating in the externship program.
- d) Educational Institution shall designate a school official to work with the Facility to coordinate the externship program. The Educational Institution shall perform evaluation of students with input from the Externship Instructor(s).
- e) Educational Institution shall be responsible for and will directly control the teaching and training of the students by providing competent instructors for the planning, implementation, instruction, teaching, guidance and supervision of the students.
- f) Educational Institution shall provide supervision and instruction required in the externship program unless, in specific instances, other provisions are mutually agreed upon.
- g) Upon request, the Educational Institution agrees to provide the Facility with health clearance for students assigned to the Facility. If requested, proof of health clearance shall also be provided, including but not limited to a TB tine test and/or PPD (and chest x-ray, if positive), rubella, proof of Hepatitis B vaccination (or signed waiver/declination), and serology.
- h) Educational Institution shall ensure that all students participating in the externship have passed the required background checks and drug screening.
- i) All faculty and students shall abide by the guidelines set forth by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) regarding the privacy and security of the Facility's patient health information. Educational Institution agrees that removal or causing removal of protected health information, whether in original or copied form, will constitute grounds for dismissal of the involved student or students from the program and will constitute a material breach of the Agreement.
- j) Educational Institution shall ensure that all participating students, supervisors, employees, and agents fully comply with County privacy practices and procedures and its Notice of Privacy Practices.
- k) Educational Institution shall ensure that all participating students fully comply with any and all rules and regulations mutually agreed upon by the Parties.
- l) Educational Institution may withdraw any student from the externship whose

progress or adjustment does not appear to justify his/her continuing with the externship. Wherever possible, such withdrawal may be planned cooperatively by the Educational Institution and the Facility.

m) Educational Institution shall maintain professional liability insurance covering students with limits of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) aggregate per policy year against any claims arising from any act or omission by a student arising out of participation in the training program described herein. A Certificate of such insurance shall be provided to Escambia County upon request.

n) Educational Institution shall maintain accidental medical, death and dismemberment insurance for students enrolled in the externship, with limits of \$15,000.00 for accidental medical expenses, and limits of \$25,000.00 for accidental death or dismemberment. Certificate of such insurance shall be provided to Escambia County upon Request.

o) Educational Institution shall require each student to sign a Statement of Responsibility in the form attached hereto as Exhibit "A" and a Statement of Confidentiality in the form attached hereto as Exhibit "B".

p) Educational Institution understands and agrees that faculty will not be permitted to participate in externship exercises at the Escambia County Department of Public Safety.

4. **RESPONSIBILITIES OF THE FACILITY:**

a) Facility shall cooperate with the Educational Institution to establish a planned, supervised program of externship education based on objectives compatible with and agreed upon by the Educational Institution.

b) Facility shall make available to the students, clinical facilities indicative of the service being provided and within the current capabilities and infrastructure available at the County.

c) Facility shall maintain appropriate policies and procedures to ensure the safety of students during the externship.

d) Facility will provide a student orientation that will include instruction on the policies and procedures of the Facility, health and safety precautions, HIPAA regulations, and confidentiality concerning patients and patient records.

f) Facility will use its best efforts to inform the Educational Institution of the students' level of clinical growth and competence during the externship program.

g) Facility may temporarily suspend any student from the externship program whose conduct, work, or health status may have an adverse Impact on the

Facility's patients, professional staff, or provision of health care. The parties agree to meet promptly after such suspension to discuss corrective action and the student's further participation in the externship.

h) Facility agrees, upon request of the Educational Institution, to permit inspection of its facilities, student records, or other records or items that pertain in any way to the externship or to the students, by the Educational Institution or accrediting agencies unless the inspection of such records might conflict with the Facility's responsibility for confidentiality.

5. **ADDITIONAL RESPONSIBILITIES OF THE PARTIES:**

a. **Meetings.** The Educational Institution and Facility staff will meet and/or consult prior to the beginning of each clinical training period to determine the period of assignment and number of students during each period. The Educational Institution and Facility staff will meet at least once each year for the purpose of evaluating and improving the externship program.

b. **Status of Educational Institution's Students.** In the performance of the work, duties, and obligations under this Agreement, it is mutually understood and agreed that the students shall not be considered employees of the Facility for any purpose, including liability or Worker's Compensation. They are to be considered students of the Educational Institution engaged in externship experiences as part of the curriculum of the Educational Institution. At the discretion of the Educational Institution, students may be required to carry malpractice insurance coverage prior to the assignment to the Facility. Said coverage shall be in addition to any insurance requirements of Educational Institution described herein.

c. **Indemnification.** Educational Institution will defend, indemnify, and hold harmless the Facility, its officers, governing board, agents, and employees from any and all claims for loss or damage to property or injury or death to persons, including costs, expense, and reasonable attorney's fees, arising from the negligent or wrongful acts or omissions of the Educational Institution, its students, officers, employees, and agents.

6. **MISCELLANEOUS TERMS**

a. It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance, and the parties further agree that Escambia County, Florida shall be the venue in the event any action is filed to enforce or interpret the provisions of this Agreement.

b. The delay or failure of performance by either party shall not constitute default under terms of this Agreement, nor shall it give rise to any claims against either party for damages. The sole remedy for breach of this Agreement shall be immediate termination.

c. This Agreement shall in no way be interpreted as creating an agency or employment relationship between the parties.

d. The parties agree to act in a nondiscriminatory manner regarding this Agreement and the participation of any student in the externship shall not be based on race, color, religion, sex, national origin, age, veteran status and/or handicap, all as required by law.

e. This Agreement constitutes the entire agreement between parties hereto, and supersedes all prior agreements or understanding with respect to the subject matter hereof. This Agreement may not be modified or amended except by written agreement signed by each party hereto.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County Board of County commissioners, through its Chairman, authorized to execute same by Board action on the _____ day of _____, 2013, and Fortis Institute, by and through its President, duly authorized to execute same on the _____ day of _____, 2013.

Approved as to form and legal sufficiency.

By/Title:

Date:

[Signature]
5/20/13

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida, acting by and through its duly authorized BOARD OF COUNTY COMMISSIONERS.

By: _____

Gene M. Valentino, Chairman

Attest: Pam Childers
Clerk of the Circuit Court

_____ day of _____, 2013

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

FORTIS INSTITUTE

[Signature]
Witness
[Signature]
Witness

BY: *[Signature]*
TITLE: *Campus President*
DATE: *5/21/13*

EXHIBIT "A"

STATEMENT OF RESPONSIBILITY

For and in consideration of the benefit provided the undersigned in the form or experience of performing Public Safety EMS Billing Office functions of _____ ("Cooperating Agency"), the undersigned, and his/her heirs, successors, and/or assigns does hereby covenant and agree to be solely responsible for any injury or loss sustained by the undersigned while participating in the Program operated by Fortis Institute, Florida at Cooperating Agency unless such injury or loss arises solely out of Cooperating Agency's gross negligence or willful misconduct.

Dated this _____ day of _____, 2013.

Program Participant

Print Name: _____

WITNESS:

Print Name: _____

EXHIBIT "B"

CONFIDENTIALITY STATEMENT

The undersigned hereby acknowledges his/her responsibility under applicable federal and state laws and regulations and the Agreement between Fortis Institute, Florida ("School") and _____ ("Cooperating Agency") to keep confidential information of Cooperating Agency. The undersigned agrees, under the penalty of law, not to reveal to any person or persons except authorized staff and associated personnel any specific information regarding any Public Safety EMS customer, and further agrees not to reveal to any third party any confidential information of Cooperating Agency.

Dated this _____ day of _____, 2013.

Program Participant

Print Name: _____

WITNESS:

Print Name: _____



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4245

County Administrator's Report 14. 4.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 06/10/2013

Issue: Schedule a Public Hearing Regarding Vacation of a Portion of Scott Street

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

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

That the Board authorize the scheduling of a Public Hearing for July 11, 2013, at 5:31 p.m., to consider the Petition to Vacate a portion of Scott Street (approximately 0.23 acres), as petitioned by James and Rebecca Fisher.

Petitioners own property in Block 48 and Block 53, Oakcrest Subdivision, recorded in Plat Deed Book 67, Page 28, of the Public Records of Escambia County, Florida. Scott Street is a platted 60-foot right-of-way as shown on the Plat of said Oakcrest Subdivision. Petitioners are requesting the Board vacate any interest in the unimproved portion of Scott Street (approximately 0.23 acres) extending east to west lying between Fernwood Avenue and Hollywood Avenue and abutting the north line of Block 48, Oakcrest Subdivision and the south line of Block 53, Oakcrest Subdivision. Staff has made no representations to the Petitioners or to the Petitioners' agent that Board approval of this request confirms vesting or return of title to the land to the Petitioners or to any other interested party.

BACKGROUND:

Petitioners own property in Block 48 and Block 53, Oakcrest Subdivision, recorded in Plat Deed Book 67, Page 28, of the Public Records of Escambia County, Florida. Scott Street is a platted 60' right-of-way as shown on the plat of said Oakcrest Subdivision. Petitioners are requesting the Board vacate any interest in the unimproved portion of Scott Street (approximately 0.23 acres) extending east to west lying between Fernwood Avenue and Hollywood Avenue and abutting the north line of Block 48, Oakcrest Subdivision and the south line of Block 53, Oakcrest Subdivision. Staff has made no representations to the Petitioners or to the Petitioners' agent that Board approval of this request confirms vesting or return of title to the land to the Petitioners or to 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 provided a utility easement be retained. 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 Petitioners will be notified, the date and time will be advertised, and all owners of property within 500 feet will be notified.

It is the responsibility of the Petitioners to advertise the Notice of Public Hearing.

Attachments

Petition

Plat Book 67 Page 28

Aerial Map

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

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

right of way

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), James + Rebecca Fisher
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:

All that portion of Scott Street (60' ROW) extending east to west lying between Fernwood Avenue and Hollywood Avenue bordered on the south by Block 48, Oakcrest Subdivision and bordered on the north by Block 53, Oakcrest Subdivision as recorded in Plat Deed Book 67 at Page 28 of the public records of Escambia County, Florida. All lying and being in Section 16, Township 2 South, Range 30 West, Escambia County Florida.

2. That the Petitioner(s), James + Rebecca Fisher
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) 16 Township 2 S Range 30 West and recorded in Plat DB 67 Pg 28 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.

Jayne + Rebecca Fisher
Petitioner(s) Name

29235 Perdido Beach Blvd #401
Street Address

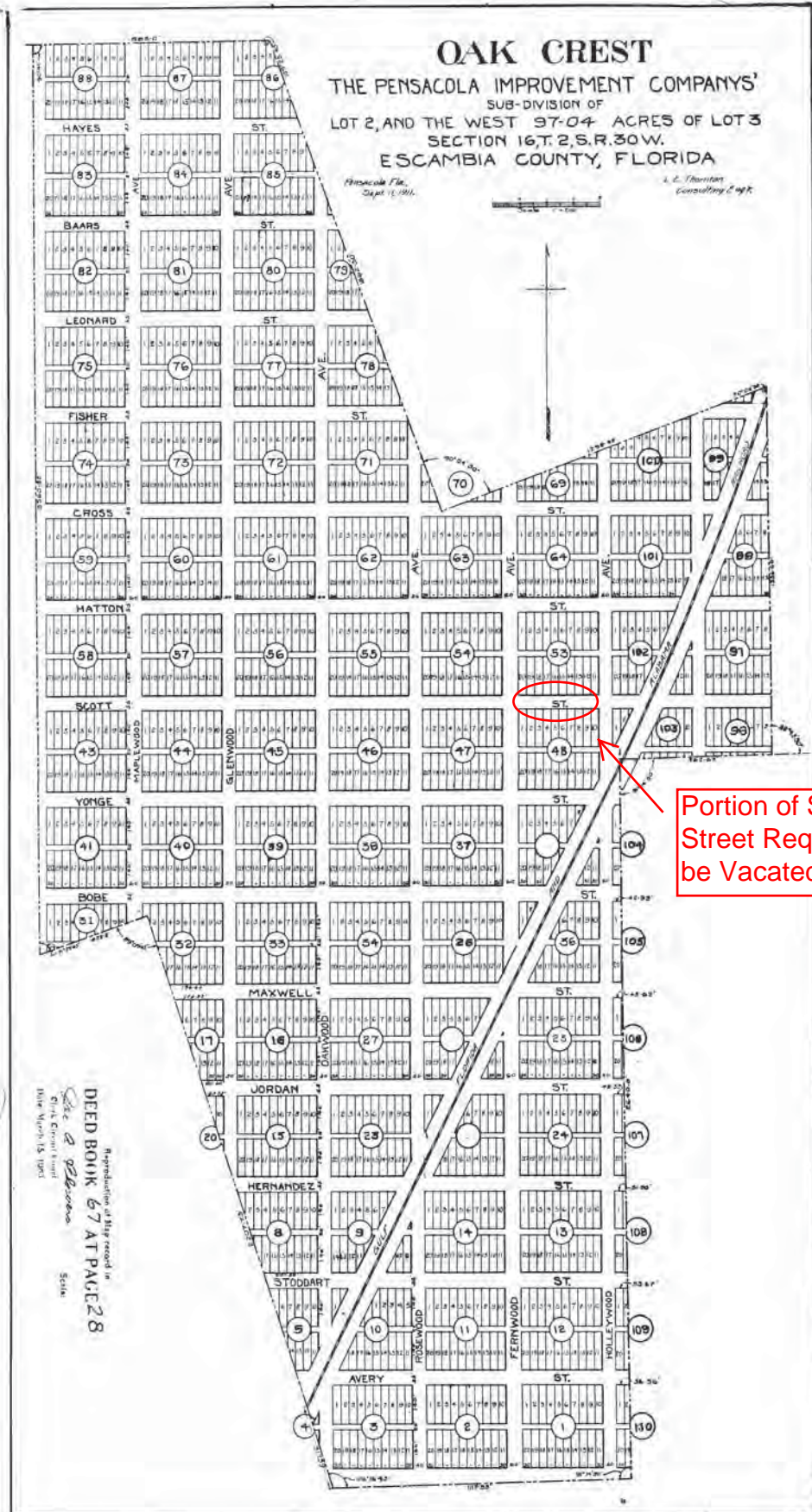
Orange Beach AL 36561
City State

(H) 251-981-9746 (cell) 205-936-9745
Phone Number 936-9746

Agent's Name

Agent's Phone Number

3/21/13
Date:



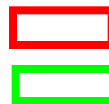
PORTION OF SCOTT STREET

Petitioners: James and Rebecca Fisher



ESCAMBIA COUNTY
PUBLIC WORKS DEPARTMENT

JCC 03/26/13 DISTRICT 3



Portion of Scott Street requested to be Vacated

James & Rebecca Fisher Property



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4457

County Administrator's Report 14. 5.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 06/10/2013

Issue: Selection Committee for the County Administrator Position

From: Thomas Turner, Department Director

Organization: Human Resources

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Selection Committee for the County Administrator Position - Thomas G. Turner, Human Resources Department Director

That the Board confirm, subject to the receipt of their Resumes, the appointments of the following individuals to the County Administrator Selection Committee, effective June 10, 2013, through the date of hire of a County Administrator:

NAME

David Pavlock
Joseph E. Ward, Sr.
Pastor Joseph Marshall
Tom Knox
Bob Price, Jr.

APPOINTED BY

Commissioner Wilson B. Robertson
Commissioner Gene M. Valentino
Commissioner Lumon J. May
Commissioner Grover C. Robinson, IV
Commissioner Steven L. Barry

BACKGROUND:

At the April 2, 2013, Board of County Commissioners' Meeting, the Commissioners approved that each Commissioner will appoint one member to a Selection Committee to review Applications for the permanent County Administrator position.

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

Meeting Minutes from 4-2-2013 BCC

Resumes

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-7. Approval of Various Consent Agenda Items – Continued

7. Approving the establishment of one full-time Senior Office Support Assistant-Biller position for the Emergency Medical Services Billing Office, with no negative impact to the Emergency Medical Service Fund (408) for the Fiscal Year 2013 Personnel Services Budget (Funding Source: Fund 408, Emergency Medical Service Fund).

III. FOR DISCUSSION

* 1. Permanent County Administrator ►

Motion made by Commissioner May, seconded by Commissioner Robertson, and carried unanimously, taking the following action concerning the Board of County Commissioners' search for a permanent County Administrator:

- A. Approving to extend the recruitment period for an additional 90 days, until June 30, 2013;
- B. Approving to advertise at a higher salary range, \$130,000 to \$165,000; and
- C. Approving that each Commissioner will appoint one member to a Selection Committee to review the applications in the month of July 2013 and forward its recommended list for consideration by the Board no later than the first Meeting in August 2013.

Judy H. Witterstaeter

From: Illauna B. Brazwell
Sent: Friday, May 10, 2013 1:49 PM
To: Judy H. Witterstaeter
Subject: FW: County Administrator Sifting Committee

Judy, Dave Pavlock is Comr. Robertson's appointee. Here's his resume. Thanks.

Illana Brazwell, Aide
Commissioner Wilson Robertson
District 1
221 Palafox Place, Suite 400
Pensacola, FL 32502
Phone: (850) 595-4910
Fax: (850) 595-0478

From: Dave Pavlock [<mailto:arroddave@gulf.net>]
Sent: Friday, May 10, 2013 1:44 PM
To: Illauna B. Brazwell
Subject: Re: County Administrator Sifting Committee

Personal Information

David Pavlock
2703 Silhouette Dr.
Cantonment, FL 32533
Phone 850-857-0740
e-mail: arroddave@gulf.net

Work Background:

Worked 39 years as a broadcast executive at WCOA and WJLQ Radio from 1961 to 2000. Sales rep for Florida Highway Products from 2000 to 2004. While at WCOA, was Sales Manager, responsible for interviewing, hiring and training of sales staff for 17 years. Five Flags Speedway for past 40 years as announcer.

Community:

Past President of West Florida Ad Federation
Past President of Pensacola North Rotary Club
Past Chairman of Parish Council at Saint Anne's Church
Various local clubs and organizations.

Government:

County Commissioner District 1 from Nov 1988 to Nov 1992
Served as Chairman in 1991.
Escambia Planning Board Member 4 years
Santa Rosa Island Authority Member 8 years

Current status:

Retired since 2004: still work part time at 5 Flags Speedway.

I look forward to serving the community in a way as called upon.

Joseph E. Ward, Sr.
5480 North Shore Road
Pensacola, FL 32507
(850) 492-0565
Jmward7@cs.com

Summary: Extensive senior level management expertise.

Highlights:

- Served as Aide to a Four Star Admiral.
- Strong, proven leadership skills – supervised hundreds of individuals.
- Multi-tasking – able to handle a variety of tasks in a high-pressure environment.
- Goal oriented, mission focused, proven successes.

Experience:

Self-employed

2005-Present

Worked on a variety of projects to repair personal investment properties severely damaged by hurricane Ivan. Organized and supervised contractors hired to do repairs. Worked with county departments to obtain permits, inspections, etc.

Senior Deputy Court Administrator, Escambia County Florida

1996-2005

- Coordinated daily operations of staff of 55 full time, 7 part time, and 15 contract employees in 8 departments providing supervision of 4,000-5,000 defendants.
- Provided administrative support and counsel to five County Court Judges.
- Established all policies and procedures for the accomplishment of goals and objectives.
- Drafted budget of enterprise operation of more than \$3.5M and supervised revenue collections.
- Interacted with five County Court Judges and Board of County Commissioners concerning policies to save the county money with respect to inmates and the judicial processes.
- Oversaw completion of a \$3M capital improvement project that was completed ahead of schedule and under budget in spite of hurricane damage.

Military Department Coordinator, Pensacola Area Chamber of Commerce

1996

- Liaison between local civic/political leaders and U. S. military leaders.
- Administered all programs involving area military and civilian leadership.
- Drafted, implemented, and managed \$2.5M budget to support all department goals and objectives.

United States Navy

1965-1994

- Aide to Commander in Chief, U. S. Pacific Fleet. Coordinated and participated in all briefings and meeting with U.S. and foreign dignitaries of Pacific rim nations.
- Senior Administrator for U.S. Pacific Fleet. Responsible for the administrative performance of a major staff comprised of over 700 officers and enlisted personnel.
- Oversaw the preparation, review and implementation of more than \$15M budget

Joe Ward

Page 2

- Commanding Officer for more than 400 enlisted personnel providing administrative and technical support to a major organization.
- Senior Administrator for Submarine Squadron comprised of 11 submarines and 1 submarine rescue vessel. Oversaw personnel readiness for more than 1,500 personnel.
- Master Training Specialist. Naval Science Instructor for newly commissioned Navy Officers.

EDUCATION:

Masters of Science, Management, Troy State University. 1991

Bachelor of Science, Business Administration, Hawaii Pacific College. 1989

Bob Price Jr.
7430 Pine Forest Rd.
Pensacola, Fl. 32526
850-944-4905
bjbuild1@cox.net

November 4, 2008

- 2008 Serving on Selection Committee for Escambia County Chief Building Inspector.
 - Serving on the Escambia County Building Inspection Department advisory Board
 - A member of The National Association of Home Builders, and a Life Spike Club Member
 - A Member of the Better Business Bureau
- 2007 Chosen as Builder of the Year by the Homebuilders Association of Northwest Florida for outstanding service to the community and dedication to the homebuilding industry.
- 2006 Featured in the May/June issue of Builder Architect magazine.
- 2003 July issue of Contracting Business, for winning 2002 Quality Home Comfort Award for new construction up to 4,001 square feet.
 - September issue of Florida Home Builder Magazine for winning the 2002 Grand Aurora Energy award
 - December 22nd issue of the Pensacola News Journal, Money Section, article by Charlotte Crane "Homebuilder Builds with Energy-Savings in Mind"
- 1993 Built the American Dream Home, for the Homebuilders Association of Northwest Florida.
- 1987 Started construction company: Bob Price Jr. Builder, Inc.
- 1986 Graduated from University of Southern Mississippi with Bachelors degree in Construction Engineering
- 1982 Graduated from J.M. Tate High School
- 1980 Worked at Woolco doing maintenance and stocking shelves
- 1979 Worked at Brown's Electric as an electricians helper
- 1976-1986 Worked at Bob Price Homes doing land clearing, clean-up, framing, trim work, job supervision, and scheduling



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4434

County Administrator's Report 14. 6.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 06/10/2013

Issue: Disposition of County Property for the Office of the Public Defender

From: Scott Dashiell, Automated Systems Assistant

Organization: Escambia County Public Defender

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Property for the Public Defender's Office - David Lambert, Public Defender's Office

That the Board approve the Request for Disposition of Property Form, for the Public Defender's Office, for equipment which is described and listed on the Disposition Form. The listed item is in excess and has been found to be of no further usefulness to the County.

BACKGROUND:

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

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the board policy SEC II, PART B.1, PROCEDURES for DISPOSITION of COUNTY PROPERTY.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Disposition Form

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

TO: Clerk & Comptroller's Finance Department
FROM: Disposing Bureau: Office of the Public Defender COST CENTER NO: 410413

David Lambert DATE: 5/20/2013
Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): David Lambert Phone No: 595-4100 ext. 274

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	56466-E	Server Rack Mount	GXWL6D1	PowerEdge Rack System 4210	7/20/2007	Good

Disposal Comments: None

INFORMATION TECHNOLOGY (IT Technician): Scott Dashiell
Print Name

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

Computers are Ready for Disposition
Date: 5/20/2013 Information Technology Technician Signature: Scott I Dashiell ^{X213}

TO: County Administration Date:
FROM: Escambia County Bureau Bureau Chief (Signature):
Bureau Chief (Print Name):

RECOMMENDATION:
TO: Board of County Commissioners
FROM: County Administration
Date: 5-31-13
George Touart
George Touart, Interim County Administrator
County Administrator or designee

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

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



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4367

County Administrator's Report 14. 7.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 06/10/2013

Issue: Memorandum of Agreement Relating to Reef Material

From: Keith Wilkins, Department Director

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Memorandum of Agreement Relating to Reef Material - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning a Memorandum of Agreement Relating to Reef Material:

A. Approve the Memorandum of Agreement (MOA) Relating to Reef Material between Escambia County and Frank Patti, Jr.; and

B. Authorize the Chairman to execute the MOA.

[The reef is donated; all construction and deployment costs are borne by Mr. Patti]

(BACKUP TO BE DISTRIBUTED UNDER SEPARATE COVER)

BACKGROUND:

Mr. Frank Patti wishes to donate the artificial reef and fund the towing and deployment of the reef in Escambia County Near Shore East Artificial Reef Site. The reef will consist of a steel barge, 175 feet in length, to which steel art work is welded. Escambia County holds permits from Florida Department of Environmental Protection (FDEP) and the US Army Corp of Engineers for the deployment of the artificial reef located in the Gulf of Mexico approximately four miles from Pensacola Pass. Escambia County will add the Patti Memorial Reef to the County's inventory of nearly 200 public artificial reefs. Mr. Patti and the reefing contractor will be responsible for ensuring compliance with permit conditions and other laws and regulations. Escambia County will accept the donation upon the reef's successful deployment in the artificial reef site in compliance with all permit conditions.

BUDGETARY IMPACT:

Reef is donated. All construction and deployment costs are borne by Mr. Patti.

LEGAL CONSIDERATIONS/SIGN-OFF:

This Agreement has been reviewed and approved by Kristin Hual, Assistant County Attorney.

PERSONNEL:

Marine Resources staff will determine compliance with permit conditions.

POLICY/REQUIREMENT FOR BOARD ACTION:

All Agreements must be approved by the Escambia County Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

The CED/Marine Resources Division will coordinate with Mr. Patti and contractors to deploy the Patti Memorial Reef in the County's permitted reef site.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4410

County Administrator's Report 14. 8.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 06/10/2013

Issue: Approve Memorandum of Understanding for certain IT services to be provided to the Clerk's Office

From: David Musselwhite, Department Director

Organization: Information Technology

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Memorandum of Understanding between Escambia County and the Escambia County Clerk of Circuit Court & Comptroller to Provide Exchange Server Services - David Musselwhite, Information Technology Department Director

That the Board approve and authorize the Chairman to sign the Memorandum of Understanding between Escambia County and the Escambia County Clerk of Circuit Court & Comptroller to Provide Exchange Server Services.

The attorneys for both the Board and Clerk's Office want to memorialize through this Agreement both parties' specific responsibilities for, among other items the responsibilities, when conflict or potential conflicts of interest may arise.

BACKGROUND:

The Board of County Commissioner's Information Technology Department has for a number of years provided various networking and related services to various Constitutional Officers. Recently, the Clerk and Comptrollers Office approached the County about providing Microsoft Exchange e-mail and calendar services.

This is consistent with what is currently being provided to the Tax Collector and Supervisor of Elections Offices and shortly to the Property Appraiser's office and we expect that there will be a cost savings by the County providing these services.

BUDGETARY IMPACT:

The Clerk and Comptrollers Office will pay for the cost of the Microsoft licenses and pay for their share of the systems integration services.

LEGAL CONSIDERATIONS/SIGN-OFF:

This agreement was drafted by the legal staff of the Clerk and Comptrollers Office and has been reviewed and approved as to form and legal sufficiency by the County Attorney's office.

PERSONNEL:

The provisioning of these services will be accomplished by the BCC Information Technology Department with existing staff. Any upgrades or changes to the Clerk's network and day to day operations will be performed by the Clerk's Information Technology staff.

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

The County's Information Technology Department and the Clerk and Comptrollers Information Technology Department will be responsible for the implementation and coordination of this project.

Attachments

Memorandum of Understanding

**MEMORANDUM OF UNDERSTANDING BETWEEN ESCAMBIA
COUNTY AND THE ESCAMBIA COUNTY CLERK OF CIRCUIT COURT
& COMPTROLLER TO PROVIDE EXCHANGE SERVER SERVICES**

THIS AGREEMENT, made and entered into this ____ day of _____ 2013, by and between Escambia County, a political subdivision of the State of Florida ("County"), with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502, and Escambia County Clerk of Circuit Court and Comptroller ("Clerk"), with administrative offices located at 190 W. Government Street, Pensacola, Florida 32502.

WITNESSETH:

WHEREAS, County and Clerk desire to work together for the County to provide Clerk with information technology services including but not limited to e-mail for the purpose of providing the Clerk with communication services; and

WHEREAS, the County has personnel and technical resources available for providing the services requested by the Clerk; and

WHEREAS, the County and the Clerk expect that there will be a cost savings for both parties by the County providing such services.

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

- I. **RESPONSIBILITIES OF COUNTY.** The County will provide, at a minimum, the following services to the Clerk:
 - A. Create 250 e-mail user accounts which include e-mail, calendar and contacts functions.
 - B. Provide Active Sync to enable real-time connectivity for internet enabled devices.
 - C. Provide remote access to email from both the internal network and the Internet.
 - D. Provide an e-mail gateway with up to date spam and virus filtering.
 - E. Allow for the automatic archival of sent and received e-mail, calendar appointments, and contacts with an eDiscovery capability.
 - F. Provide technical assistance for the creation of an Active Directory domain for the clerk to join the *.escambia domain.

G. Provide access to Active Directory search and update website that will allow for searching for employee contact information among County offices, including but not limited to, the Escambia Board of County Commissioners, Tax Collector and Supervisor of Elections for so long as all entities participate in the common directory system.

H. Provide full Domain Name System services.

I. Provide future integration with the enterprise Voice over Internet Protocol (VoIP) system currently being deployed.

J. Provide future upgrades to more recent versions of the servers as needed.

K. Allow access to the Clerk to create and/or modify e-mail accounts.

II. RESPONSIBILITIES OF CLERK. The Clerk is responsible, at a minimum, for the following:

A. Purchase of 250 Exchange 2007 licenses for all Clerk email users. Payment to the County for licenses is due prior to the County's Microsoft true-up payment scheduled in October 2013.

B. Payment for any integration services to be paid at the completion of the services engagement.

C. Day to day operations, including, but not limited to, administration of and creation of accounts.

D. Any public records request inquiry directed to the Clerk. Any such public records request shall be confined to only the Clerk's domain.

E. Provide training for Clerk personnel on e-mail services and administration.

F. Maintaining a private IP addressing plan consistent with the County's plan.

G. Utilize the helpdesk system of the County for reporting and/or escalating requests for assistance.

III. RESPONSIBILITIES OF COUNTY AND CLERK. Both the County and the Clerk are responsible for immediately notifying the other party in writing addressed to the attention of the parties' respective in-house counsel when a party believes that a conflict or potential conflict of interest has arisen requiring the email of the Clerk's office to be isolated until the conflict of interest has been resolved.

IV. GENERAL PROVISIONS

A. Liability and Indemnification:

1. Each party to this Agreement shall be liable only for the acts and omissions of its respective employees and agents in the performance of this agreement. Nothing in this Agreement shall extend liability of either party beyond the limits established in §768.28, Florida Statutes, or serve as a waiver of the limitations provided in §252.51, Florida Statutes.

2. Responsibility for damage, to the County facility housing all hardware, by storm, act of God, or other hostile act shall remain with the County.

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

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

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

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

F. Further Documents. The Parties shall execute and deliver all documents and perform further actions that may reasonably be necessary to effectuate the provisions of this Agreement.

G. No Waiver. The failure of a Party to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either Party's right to thereafter enforce the same in accordance with this Agreement.

H. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

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

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

COUNTY:

**Board of County Commissioners
Escambia County, Florida**

Approved as to form and legal
sufficiency.

By/Title: [Signature]
Date: 5/28/13

By: _____
Gene M. Valentino, Chairman

Date: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

BCC Approved: _____

By: _____
Deputy Clerk

(SEAL)

CLERK:

**Pam Childers, Escambia County
Clerk of the Circuit Court & Comptroller**

By: _____
Pam Childers, Clerk

Date: _____

Witness: _____

Witness: _____



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4415

County Administrator's Report 14. 9.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 06/10/2013

Issue: Property Disposal/Health Department

From: Susan Turner, MD, MS, Associate Director

Organization: Florida Dept. of Health in Esc. Co.

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Property for the Florida Department of Health in Escambia County - Susan Turner, MD, MS, Associate Director, Florida Department of Health in Escambia County

That the Board approve the Request for Disposition of Property Form for the Florida Department of Health in Escambia County and 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 Florida Department of Health in Escambia County.

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:

Upon approval by the Board, DOH-Escambia will coordinate with the Solid Waste Department for delivery to the landfill for electronics recycling.

Attachments

Disposition - Computers DOH

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

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Bureau: Florida Department of Health in Escambia County COST CENTER NO: _____

Linda B. Moyer DATE: 24-May-13

Property Custodian (PRINT FULL NAME)

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

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
		see attached				

Disposal Comments: _____

INFORMATION TECHNOLOGY (IT Technician): Rudy Lopez

Print Name

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

Computer is Ready for Disposition

Date: 5.24.13 Information Technology Technician Signature: *Rudy Lopez*

TO: County Administration Date: May 24, 2013

FROM: Escambia County Bureau Bureau Chief (Signature): *Susan Turner* 5-24-14

Bureau Chief (Print Name) Susan Turner, MD, MS, Associate Director, DOH-Escambia

RECOMMENDATION:

TO: Board of County Commissioners

FROM: County Administration

Date: 5-28-13

George Touart

George Touart
Interim County Administrator or designee

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

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. dg 02-16-11

Florida Department of Health in Escambia County

County Property Available for Surplus - May 24, 2013

DATE RECEIVED	ECHD PROP #	COUNTY PROP #	ITEM	MANUFACTURER	MODEL NO	SERIAL NO	BUILDING	ORG CODE	PO#	COST	COMMENTS
7/20/2001	006232	50214	COMPUTER	DELL	PRECISION 330	2LBGK01	STORE		BB3433	2,849.00	
5/6/2004	006393	50251	PRINTER PLOTTER	HP	C7769B	MY-095WVP-46632-12R-846	STORE			2,761.00	
11/1/2005	008103	56149	DIGITAL SENDER	HP	9100C	JP26011907	STORE	17-200	BB6342	2,587.00	
11/1/2005	008538	56188	COMPUTER	DELL	GX620	439MN81	STORE	EH			
11/1/2005	008540	56184	COMPUTER	DELL	GX620	J29MN81	STORE	EH			
11/1/2005	008544	56192	COMPUTER	DELL	GX620	639MN81	STORE	EH			
11/1/2005	008546	56183	COMPUTER	DELL	GX620	239MN81	STORE	EH			
11/1/2005	008548	56194	COMPUTER	DELL	GX620	739MN81	STORE	EH			
11/1/2005	008550	56186	COMPUTER	DELL	GX620	829MN81	STORE	EH			
11/1/2005	008552	56185	COMPUTER	DELL	GX620	D29MN81	STORE	EH			
11/1/2005	008554	56189	COMPUTER	DELL	GX620	139MN81	STORE	EH			
1/6/2006	008571	56149	COMPUTER	DELL	GX620	228QZ81	STORE			1,210.58	
1/6/2006	008572	56150	COMPUTER	DELL	GX620	C18QZ81	STORE			1,210.58	
1/6/2006	008580	56151	COMPUTER	DELL	GX620	428QZ81	STORE			1,210.58	
1/6/2006	008582	56314	COMPUTER	DELL	GX620	918QZ81	STORE			1,210.58	
1/10/2006	008586	56088	COMPUTER	DELL	GX620	H18QZ81	STORE			1,210.58	Harddrive removed.
3/8/2006	008604	56266	COMPUTER	DELL	GX620	2R9QZ81	STORE	SH		1,106.78	
3/8/2006	008647	NO TAG	COMPUTER	DELL	GX620	629L5C1	STORE	EH		1,106.78	
5/16/2007	008666	56085	COMPUTER	DELL	OPTIPLEX 745	4DWFYC1	STORE	01400ZC	469749	1,080.80	
5/1/2006	008742	56191	COMPUTER	DELL	GX620	1DTFT91	STORE	EH		1,301.24	
2/21/2005	008801	56147	COMPUTER	DELL	GX620	7CFXS91	STORE	NURSING		0.00	
8/22/2006	008878	56139	COMPUTER	DELL	GX620	8PFZQ91	STORE				
3/8/2007	008973	56174	COMPUTER	DELL	OPTIPLEX 745	FTGTHC1	STORE	80-300 DK	395648	1,080.80	
5/16/2007	008976	56122	COMPUTER	DELL	OPTIPLEX 745	9GWFYC1	STORE	09180DK	469749	1,080.80	
5/16/2007	008980	56124	COMPUTER	DELL	OPTIPLEX 745	BHWFYC1	STORE	60102SE	469749	1,080.80	
5/16/2007	008986	56144	COMPUTER	DELL	OPTIPLEX 745	CDWFYC1	STORE	26101IM	469749	1,080.80	
5/16/2007	008992	56121	COMPUTER	DELL	OPTIPLEX 745	GGWFYC1	STORE	05000ZR	469749	1,080.80	
5/10/2007	009004	56317	COMPUTER	DELL	OPTIPLEX 745	C25BZC1	STORE	40240DK		1,080.80	
5/31/2007	009008	56127	COMPUTER	DELL	OPTIPLEX 745	F55BZC1	STORE	20200DK	478568	1,080.80	
5/31/2007	009012	56368	COMPUTER	DELL	OPTIPLEX 745	G45BZC1	STORE	93599PA	478568	1,080.80	
5/31/2007	009020	56112	COMPUTER	DELL	OPTIPLEX 745	355BZC1	STORE	40240DK	478568	1,080.80	
5/31/2007	009026	56143	COMPUTER	DELL	OPTIPLEX 745	735BZC1	STORE	20200DK	478568	1,080.80	
5/31/2007	009034	56109	COMPUTER	DELL	OPTIPLEX 745	625BZC1	STORE	40240DK	478568	1,080.80	
5/31/2007	009036	56367	COMPUTER	DELL	OPTIPLEX 745	B65BZC1	STORE	26101IM	478568	1,080.80	
5/31/2007	009038	56332	COMPUTER	DELL	OPTIPLEX 745	545BZC1	STORE	18-227 RT	478558	1,080.80	
5/31/2007	009040	56146	COMPUTER	DELL	OPTIPLEX 745	B15BZC1	STORE	20200DK	478568	1,080.80	
5/31/2007	009044	56110	COMPUTER	DELL	OPTIPLEX 745	565BZC1	STORE	40240DK	478568	1,080.80	
1/10/2008	009128	56972	COMPUTER	DELL	OPTIPLEX 755	1500GF1	STORE	44-234 DK	775135	1,200.70	



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4416

County Administrator's Report 14. 10.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 06/10/2013

Issue: Disposition of Surplus County Property

From: Susan Turner, MD, MS, Associate Director

Organization: Florida Dept. of Health in Esc. Co.

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Property for the Florida Department of Health in Escambia County - Susan Turner, MD, MS, Associate Director, Florida Department of Health in Escambia County

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

BACKGROUND:

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

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

In Compliance with FS 274.07.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Disposition vehicle - DOH

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

DATE: 5/24/13 TO: BOARD OF COUNTY COMMISSIONERS

FROM: Linda Moyer COST CENTER NO: 360301
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	54715	2006 Ford Escape	1FMCU95H46KC08816	Ford Escape	2006	Total Loss

DISPOSAL METHOD: Junked **XX** Auction / Sold
 Donated _____ Other: USAA total loss report

Disposing Dept. Florida Department of Health in Escambia County

Property Custodian (Signature): Andi Meyer Phone No: 595-6551

INFORMATION TECHNOLOGY (IT Technician):

Print Name _____

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

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

TO: County Administration

Date: 5-24-1984

FROM: Escambia County Bureau

Susan Turner, MD, MS, Associate Director
DOH-Escambia

RECOMMENDATION:

Date: 5-28-13

TO: Board of County Commissioners

FROM: County Administration

George Touart
Interim County 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 _____



9800 Fredericksburg Road
San Antonio, Texas 78288

ESCAMBIA COUNTY HEALTH DEPARTMENT
100 E BLOUNT ST
PENSACOLA FL 32505

May 16, 2013

Reference: Total Loss Settlement

Dear Sir or Madam,

This letter confirms our conversation on May 16, 2013 notifying you that your vehicle referenced below is a total loss.

Claim #:	003417353-13
Date of loss:	May 6, 2013
VIN:	1SMCU95H46KC08816

The settlement figure of \$10,926.25 is represented as follows:

Vehicle's actual cash value	\$	10,841.00
Transfer fee	\$	9.50
Title fee	\$	75.75

A check for \$10,926.25 will be sent separately upon receipt of the following:

Please mail us the following:

- **Title** -- Have each owner sign their name in the "Seller" block **exactly** as it appears on the title. If your name on the title is misspelled or is your maiden name, you must sign using the misspelled or maiden name to legally transfer vehicle ownership. If applicable, signature(s) must be notarized. **Do not** complete any other portion.

Please Contact USAA to release the vehicle and
Mailing address is listed as follows:

COPART
4763 LOTT RD
EIGHT MILE AL 36613

If you have questions, please call us at 1-800-531-USAA (8722).

Sincerely,



Patricia R Cortez
Total Loss
United Services Automobile Association
Phone: 1-800-531-8722 X-79399

Enc: Physical Damage - Valuation Estimate



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4359

County Administrator's Report 14. 11.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 06/10/2013

Issue: Resolution Establishing Intent of Support for NFCU Phase I

From: Larry Newsom, Assistant County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Resolution of Support of Navy Federal Credit Union Phase I Expansion - George Touart, Interim County Administrator

That the Board take the following action concerning Economic Development Incentives for Navy Federal Credit Union (NFCU) Phase I Expansion, an economic development prospect:

A. Adopt a Resolution establishing the Board's intent to adopt an Ordinance for an Economic Development Ad Valorem Tax Exemption (EDATE) for Navy Federal Credit Union (NFCU) Phase I Expansion for up to 10 years; and

B. Authorize the Chairman to execute the Resolution.

BACKGROUND:

Navy Federal Credit Union (NFCU) is an expanding business that is considering Escambia County as the location for a major capital investment. NFCU's proposed expansion will provide up to 1,500 additional full-time jobs with an average annual salary of \$44,082.00, plus benefits valued at \$16,325.00.

NFCU proposed expansion will invest an additional \$200,000,000 to design, develop, construct and equip two multi-story office buildings and a central energy plant totaling approximately 342,000 square feet. NFCU's proposed expansion will bring the total office space to nearly 950,000 square feet and, when fully staffed, have a workforce of over 4,600 and an annual payroll of more than \$200 million.

BUDGETARY IMPACT:

The Property Appraiser's Office will estimate the loss of revenue.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Resolution was reviewed by the County Attorney's Office for form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

NFCU Phase 1 Resolution

RESOLUTION NUMBER R2013-_____

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA EXPRESSING ITS SUPPORT OF NAVY FEDERAL CREDIT UNION PHASE I EXPANSION AS A QUALIFIED ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION (EDATE) APPLICANT SUBJECT TO THE REQUIREMENTS OF §196.1995, FLORIDA STATUTES; PROVIDING THAT UPON APPROVAL OF ITS APPLICATION, AN EDATE MAY BE GRANTED BY THE BOARD OF COUNTY COMMISSIONERS FOR THE EXPANSION OF AN EXISTING BUSINESS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Navy Federal Credit Union (NFCU) is an expanding business that is considering Escambia County as the location for a major capital investment; and

WHEREAS, NFCU's proposed expansion will provide up to 1,500 additional full-time jobs with an average annual salary of \$44,082.00, plus benefits valued at \$16,325.00; and

WHEREAS, NFCU's proposed expansion will invest an additional \$200,000,000 to design, develop, construct and equip two multi-story office buildings and a central energy plant totaling approximately 342,000 square feet; and

WHEREAS, NFCU's proposed expansion will bring the total office space to nearly 950,000 square feet and, when fully staffed, have a workforce of over 4,600 and an annual payroll of more than \$200 million; and

WHEREAS, NFCU has announced its determination to apply for an EDATE from the Board of County Commissioners for the proposed expansion.

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

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

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

Section 3. That upon approval of its application, an EDATE may be granted by the Board of County Commissioners to Navy Federal Credit Union.

Section 4. That this Resolution shall take effect immediately upon its adoption by the Board of County Commissioners.

ADOPTED this __ day of _____, 2013.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Gene M. Valentino, Chairperson

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____

(SEAL)

This document approved as to form
and legal sufficiency.

By: Kristen Hual
Title: ACA
Date: 5/24/13



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4360

County Administrator's Report 14. 12.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 06/10/2013

Issue: Resolution Establishing Intent of Support for "Project Evergreen"

From: Larry Newsom, Assistant County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Economic Development Incentives for "Project Evergreen" - George Touart, Interim County Administrator

That the Board take the following action concerning Economic Development Incentives for "Project Evergreen," an economic development prospect:

- A. Adopt a Resolution approving "Project Evergreen" as a Qualified Target Industry Business, eligible to apply for the State's Qualified Target Industry Tax Refund Program; and
- B. Authorize the Chairman to execute the Resolution.

[Funds are available in Fund 102, Economic Development Fund, Cost Center 360704, Account 58201, Aids to Private Organizations]

BACKGROUND:

Project Evergreen is an existing manufacturing operation in Escambia County, Florida, that is considering Escambia County as the location for an expansion of its operations. This prospective business expansion will include a capital investment of approximately \$9.98 million dollars.

This prospective business expansion will create 105 additional full- time jobs with an average annual salary of \$42,435 per year, which is approximately 115% of Escambia County's average annual private sector wage (\$36,751) as reported by the State of Florida Department of Economic Opportunity for 2011.

BUDGETARY IMPACT:

Funds are available in Fund #102, Economic Development Fund, Cost Center 360704, Account 58201, Aids to Private Organizations.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Resolution was reviewed by the County Attorney's Office for form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Project Evergreen Resolution

RESOLUTION NUMBER R2013-__

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS RECOMMENDING THAT ECONOMIC DEVELOPMENT PROSPECT "PROJECT EVERGREEN" BE APPROVED AS A QUALIFIED TARGET INDUSTRY BUSINESS PURSUANT TO §288.106, FLORIDA STATUTES; PROVIDING THAT UPON APPROVAL OF ITS APPLICATION, THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS SHALL PROVIDE LOCAL FINANCIAL SUPPORT AS THE LOCAL PARTICIPATION IN THE QUALIFIED TARGET INDUSTRY TAX REFUND PROGRAM PURSUANT TO §288.106, FLORIDA STATUTES; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Project Evergreen is an existing manufacturing operation in Escambia County, Florida, that is considering Escambia County as the location for an expansion of its operations; and

WHEREAS, this prospective business expansion will include a capital investment of approximately \$9.98 million dollars; and

WHEREAS, this prospective business expansion will create 105 additional full-time jobs with an average annual salary of \$42,435 per year, which is approximately 115% of Escambia County's average annual private sector wage (\$36,751) as reported by the State of Florida Department of Economic Opportunity for 2011; and

WHEREAS, the Board of County Commissioners of Escambia County, Florida, supports the approval of Project Evergreen as a Qualified Target Industry Business pursuant to §288.106, Florida Statutes; and

WHEREAS, the Board of County Commissioners of Escambia County, Florida, hereby acknowledges that local financial support of twenty percent (20%) of the total tax refund is required under the provisions of §288.106, Florida Statutes, governing the State's Qualified Target Industry Tax Refund Program.

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

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

Section 2. That the Board of County Commissioners of Escambia County, Florida, hereby recommends to the State of Florida's Department of Economic Opportunity that Project Evergreen be approved as a Qualified Target Industry Business pursuant to §288.106, Florida Statutes.

Section 3. That upon approval of its application, the County will provide local financial support for the Qualified Target Industry Tax Refund Program in an amount not to exceed \$63,000, to be paid over a period of three (3) years, which equals twenty percent (20%) of the total tax refund granted to the Qualified Target Industry Business. The local match provided by the County and will be made available in accordance with the guidelines set forth by the Department of Economic Opportunity with the stipulation that these funds are intended to represent the "local financial support" required by §288.106, Florida Statutes.

Section 4. That this resolution shall take effect immediately upon its adoption by the Board of County Commissioners.

ADOPTED this ___ day of _____, 2013.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Gene M. Valentino, Chairperson

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____

(SEAL)

This document approved as to form
and legal sufficiency.

By: *[Signature]*
Title: ACA
Date: 5/24/13



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4361

County Administrator's Report 14. 13.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 06/10/2013

Issue: Resolution Establishing Intent of Support for "Project Pearl"

From: Larry Newsom, Assistant County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Economic Development Incentives for "Project Pearl" - George Touart, Interim County Administrator

That the Board take the following action concerning Economic Development Incentives for "Project Pearl," an economic development prospect:

- A. Adopt a Resolution approving "Project Pearl" as a Qualified Target Industry Business, eligible to apply for the State's Qualified Target Industry Tax Refund Program; and
- B. Authorize the Chairman to execute the Resolution.

[Funds are available in Fund 102, Economic Development Fund, Cost Center 360704, Account 58201, Aids to Private Organizations]

BACKGROUND:

Project Pearl is an existing manufacturing operation in Escambia County, Florida, that is considering Escambia County as the location for an expansion of its operations. This prospective business expansion will include a capital investment of approximately \$7.7 million dollars.

This prospective business expansion will create 15 additional full-time jobs at an average annual salary of \$73,502, which is approximately 200% of Escambia County's average annual private sector wage (\$36,751) as reported by the State of Florida Department of Economic Opportunity for 2011.

BUDGETARY IMPACT:

[Funds are available in Fund #102, Economic Development Fund, Cost Center 360704, Account 58201, Aids to Private Organizations]

LEGAL CONSIDERATIONS/SIGN-OFF:

The Resolution was reviewed by the County Attorney's Office for form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Project Pearl Resolution

RESOLUTION NUMBER R2013-__

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS RECOMMENDING THAT ECONOMIC DEVELOPMENT PROSPECT "PROJECT PEARL" BE APPROVED AS A QUALIFIED TARGET INDUSTRY BUSINESS PURSUANT TO §288.106, FLORIDA STATUTES; PROVIDING THAT UPON APPROVAL OF ITS APPLICATION, THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS WILL PROVIDE LOCAL FINANCIAL SUPPORT AS THE LOCAL PARTICIPATION IN THE QUALIFIED TARGET INDUSTRY TAX REFUND PROGRAM PURSUANT TO §288.106, FLORIDA STATUTES; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Project Pearl is an existing manufacturing operation in Escambia County, Florida, that is considering Escambia County as the location for an expansion of its operations; and

WHEREAS, this prospective business expansion will include a capital investment of approximately \$7.7 million dollars; and

WHEREAS, this prospective business expansion will create will create 15 additional full-time jobs at an average annual salary of \$73,502, which is approximately 200% of Escambia County's average annual private sector wage (\$36,751) as reported by the State of Florida Department of Economic Opportunity for 2011; and

WHEREAS, the Board of County Commissioners of Escambia County, Florida, supports the approval of Project Pearl as a Qualified Target Industry Business pursuant to §288.106, Florida Statutes; and

WHEREAS, the Board of County Commissioners of Escambia County, Florida, hereby acknowledges that local financial support of twenty percent (20%) of the total tax refund is required under the provisions of §288.106, Florida Statutes, governing the State's Qualified Target Industry Tax Refund Program.

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

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

Section 2. That the Board of County Commissioners of Escambia County, Florida, hereby recommends to the State of Florida's Department of Economic Opportunity that Project Pearl be approved as a Qualified Target Industry Business pursuant to §288.106, Florida Statutes.

Section 3. That upon approval of its application, the County will provide local financial support for the Qualified Target Industry Tax Refund Program in an amount not to exceed \$21,000, to be paid over a period of six (6) years, which equals twenty percent (20%) of the total tax refund granted to the Qualified Target Industry Business. The local match provided by the County and will be made available in accordance with the guidelines set forth by the Department of Economic Opportunity with the stipulation that these funds are intended to represent the "local financial support" required by §288.106, Florida Statutes.

Section 4. That this resolution shall take effect immediately upon its adoption by the Board of County Commissioners.

ADOPTED this __ day of _____, 2013.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Gene M. Valentino, Chairperson

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____

(SEAL)

This document approved as to form
and legal sufficiency.
By: Kristina Hual
Title: ACA
Date: 5/24/13



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4436

County Administrator's Report 14. 14.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 06/10/2013

Issue: Appointment to the Tourist Development Council

From: George Touart

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Appointment to the Tourist Development Council - George Touart, Interim County Administrator

That the Board appoint Ian M. Jacobs to the Tourist Development Council, for a four-year term, effective June 10, 2013, through June 9, 2017, as a "Hotel/Motel Industry" appointee, to replace Thaisa F. Bivins, who has resigned.

BACKGROUND:

Mr. Jacobs has expressed the desire to serve on the Tourist Development Council. His Resume is provided for your review.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

In accordance with Section I B, of the Board of County Commissioners Policy Manual, Board approval is required for all appointments/reappointments to Boards and Committees established by the Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Mr. Jacobs' Resume

IAN M. JACOBS

3024 Classic Drive ♦ Pensacola, FL 32507

Home: (850) 637-1549 ♦ Cell: (850) 393-1548 ♦ E-mail: Ian@Innisfree.com

May 7, 2013

HILTON PENSACOLA BEACH GULF FRONT ASSISTANT GENERAL MANAGER

- Flexible and honorable professional with 11 years of proven Hospitality, Food & Beverage and Customer Service experience in Hotel and Resort settings who is committed to providing unparalleled support
 - Passionate leader and team player who becomes fully committed in time, energy, and focus to all guests and staff members as well as to the company as a whole
 - Focused and organized individual with a proven history of troubleshooting, problem solving, quick thinking, and diplomatically resolving customer and staff conflicts
 - Adaptable professional who uses excellent time management and prioritization skills to meet strict deadlines in fast paced environments while showing sensitivity to confidential materials
 - Collaborative leader with a great work ethic who genuinely enjoys learning new objectives, and tackling challenges
- | | |
|---|--|
| <ul style="list-style-type: none">• Property Operations & Safety• Customer Service• Quality Assurance• Housekeeping• Food & Beverage Management | <ul style="list-style-type: none">• Payroll & HR• Cost Control Emphasis• Staff Training & Supervision• Revenue Management• Front Office Procedures |
|---|--|

PROFESSIONAL HOSPITALITY EXPERIENCE

HILTON PENSACOLA BEACH GULF FRONT-PENSACOLA, FL 2003-Present***ASSISTANT GENERAL MANAGER (2007-Present)***

- Responsible for the effective and efficient operation of all departments and ensures that hotel standards are upheld by all team members
- Assists with managing and controlling payroll, departmental cost and loss prevention, and training
- Assists in the maximization of revenue of rooms and food & beverage
- Schedules and manages security department
- Supervising current 183 room renovation

FOOD & BEVERAGE MANAGER- H2O Asian Grill (2003-2007)

- *Sales:* Maximized sales and revenue by ensuring the prompt greeting and serving of guests with emphasis on service
- *Cost Control:* Assisted in the management of expenses, monitored staff, and audited daily server reports, cash handling, and POS procedures

- *Guest Service:* Ensures food and beverage service standards were met, resolved guest complaints in a courteous manner, and worked side by side with staff to train and model appropriate service standards
- *Training:* Coached employees, documented training records, analyzed quality tissues, identified training needs, and utilized available resources to make sure specific training requirements were met
- *Safety/Risk Management:* Conducted routine inspections for equipment and products, maintained food quality and kitchen standards per regulations, and gained knowledge of hotel emergency procedures

RESTAURANT SUPERVISOR- H2O Asian Grill (2003)

- Managed all aspects of training for the restaurant and banquets, and assisted in hiring and implementing training policies as part of the opening team
- Interacted with guests to increase repeat business and maintained proper support of all outlet operations
- Used expertise to assist in implementing changes to operations based on sales and guest comments

BEACH RESORT & CONFERENCE CENTER- PENSACOLA, FL (2002-2003)

GUEST SERVICES

- Greeted and registered guests, provided and promoted courteous service, and closed out guest accounts upon completion of stay while meeting the hotel's high standards of quality
- Verified and imprinted credit cards for authorization using electronic acceptance methods, handled cash, and balanced the house bank
- Promptly answered telephones, input messages into the computer, and retrieved mail, small packages, and facsimiles for customers as requested

PERDIDO BEACH RESORT- ORANGE BEACH, AL (2001-2002)

GUEST SERVICES

Same as stated above.

EDUCATION & CREDENTIALS

University of West Florida- Pensacola, FL – Bachelors of Science Courses

United States Navy – Electronics Technician with emphasis on communications (1997-2000)

Computer Technology: HIS and Microsoft Office



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4437

County Administrator's Report 14. 15.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 06/10/2013

Issue: Escambia County Housing Finance Authority Reappointment

From: George Touart, Interim County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Escambia County Housing Finance Authority Reappointment - George Touart, Interim County Administrator

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

A. Waive the Board's Policy, Section I, Part B 1. (D), Appointment Policy and Procedures; and

B. Reappoint Steve Jernigan for another four-year term, effective August 1, 2013, through July 31, 2017.

BACKGROUND:

The Authority was established by the Board of County Commissioners through the adoption of Escambia County Ordinance 80-12, in accordance with the Florida Finance Authority Law, Chapter 78-89, Laws of Florida. The purpose of the Authority is to eliminate the shortage of adequate housing in Escambia County.

Mr. Jernigan has expressed the desire to serve another term. His Resume is provided for your review.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

In accordance with Section I B, of the Board of County Commissioners' Policy Manual, Board approval is required for all appointments/reappointments to Boards and Committees established by the Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Letter from Elbert Jones, Jr.

Steve Jernigan's Resume

Elbert Jones Jr
Executive Director
Elbertjones@escambiahfa.com



C.J. Pipkins
Housing Program Director
cjpipkins@escambiahfa.com

Karyn Norton
Assistant Executive Director
karyn.norton@escambiahfa.com

**ESCAMBIA COUNTY
HOUSING FINANCE AUTHORITY**
WWW.ESCAMBIAHFA.COM

Fran Jones
Accountant
fran.jones@escambiahfa.com

Serving 1st Time Homebuyers since 1982 . . . Providing below market interest rate mortgage loans in over 24 counties in Florida.

700 South Palafox Street, Suite 310 • Pensacola, Florida 32502-5958
Phone: (850) 432-7077 • Fax: (850) 438-5205 • Toll Free: (800) 388-1970

March 11, 2013

RECEIVED
MAR 14 2013
County Administrator's Office

Mr. George Touart
Interim County Administrator
Escambia County
221 Palafox Place, Suite 420
Pensacola, FL 32502

Re: Reappointment to the Escambia County Housing Finance Authority – Steve Jernigan

Dear Mr. Touart:

Mr. Steve Jernigan's appointment to the Escambia County Housing Finance Authority expires on July 31, 2013. Mr. Jernigan has expressed a desire to be reappointed to the Authority for an additional four year term commencing August 1, 2013 through July 31, 2017. Mr. Jernigan is a LEED Accredited Professional, a Florida Special Inspector for threshold buildings as well as a member and past President of the American Institute of Architects. Given Mr. Jernigan's unique and considerable experience and his time and effort in understanding the operation and goals of the Authority, the members of the Authority would be pleased to retain Mr. Jernigan on its Board.

Thank for your consideration. If you have any questions, please feel free to contact me at (850) 432-7077.

Sincerely,

Elbert Jones Jr
Executive Director

cc: Steve Jernigan



720 BAYFRONT PARKWAY SUITE 200 ■ PENSACOLA, FLORIDA 32502 ■ 850.432.0706 FAX: 850.433.0508

STEVE JERNIGAN, AIA

EDUCATIONAL BACKGROUND

• Auburn University	Auburn, Alabama
<i>Bachelor of Science in Environmental Design</i>	1980
<i>Bachelor of Architecture</i>	1981

PROFESSIONAL REGISTRATIONS

• Registered Architect		
<i>State of Florida</i>	#9953	1983
<i>State of Alabama</i>	#2676	1984
<i>State of Colorado</i>	#400232	2004
<i>State of Georgia</i>	#11516	2005
<i>State of Mississippi</i>	#4135	2007
<i>National Council of Architectural Boards</i>	#29545	1984
• Registered Interior Designer		
<i>State of Florida</i>	#4881	2004
• Leadership in Energy & Environmental Design (L.E.E.D.)		
<i>Accredited Professional</i>		2004
• Licensed Special Inspector		
<i>State of Florida - Threshold Inspector</i>	#816	1989

RELEVANT PROFESSIONAL EXPERIENCE AND AFFILIATIONS

- Bay Design Associates Architects, P.L. – Pensacola, Florida
Partner/Project Manager – 1991 to Present
- Florida Association of the American Institute of Architects
1st Vice-President/President Elect (2008)
Vice-President – Legislative and Regulatory Affairs (2006) Professional Development (2007)
State Board of Directors and Executive Committee, Northwest Florida Chapter - Past President
- Escambia County Board of Adjustments - *Former Vice-Chairman*
- National Association of Industrial & Office Properties (NAIOP)
Board Member – Northwest Florida Chapter
- Participant in numerous presentations to construction and design groups:
Associated General Contractors, American Subcontractors Association, Homebuilders Association of Northwest Florida, International Building Code Conference, Florida Board of Architecture
- Leadership Pensacola – *Graduate (1987)*
- Committee of 100 – *Former Sites & Buildings Task Force Chair*
- Governor's Appointee–Committee for a Sustainable Emerald Coast (2006-2007)
- West Florida Regional Planning Council–CESC Advisory Committee –*Vice-Chair*

WALTER J. SMITH
ARCHITECT AIA 9726

STEVE JERNIGAN
ARCHITECT AIA 9953

GEORGE D. WILLIAMS
ARCHITECT AIA 9434



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4439

County Administrator's Report 14. 16.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 06/10/2013

Issue: Appointment to the Escambia County Value Adjustment Board

From: George Touart, Interim County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Appointment to the Escambia County Value Adjustment Board - George Touart, Interim County Administrator

That the Board appoint Rodger "RP" Doyle to the Escambia County Value Adjustment Board to serve a one-year term, effective June 10, 2013, through June 9, 2014.

BACKGROUND:

Mr. Rodger Doyle has expressed his desire to serve on the Escambia County Value Adjustment Board. His Resume is provided for review.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

In accordance with Section 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

Rodger Doyle's Resume

Rodger "RP" Doyle

1421 Lemhurst Rd
Pensacola, FL 32507

(850) 572-6166

rdoyle06@gmail.com

I am a results-focused management professional offering more than 20 years of experience . Dynamic and seasoned, I am experienced in sales, marketing, and public relations with high-caliber clients. My outstanding ability to cultivate and maintain relationships with key industry people is always highly regarded

Professional strengths include:

Key Account Management ● Client relationships & Sales Growth ● Sales & Revenue Increases

Experience

ESM Enterprises/Check Assist

Pensacola, FL

Sales Consultant for Accounts Receivable

- Responsibilities include:
 - Increased client base to include multiple high profile clients
 - Acquired, developed and managed key customer relationships to meet industry need and expectations.

Northwest Florida Blood Services, Division of Florida Blood Services

Pensacola, FL

Regional Director/Vice President of Northwest Florida Blood Services Foundation, Inc.

- Responsibilities include:
 - Fund Development for Northwest Florida and Southern Alabama
 - Increased fund raising activities from \$50,000 to \$1,000,000 over a five year period
 - Developed the membership of a Foundation Board of Directors comprised of 18 leading citizens of the community
 - Broadened the outreach of the Foundation to include counties served by the blood center in Ft. Walton, Destin and Panama City, Florida.

Community Involvement and Leadership Roles In Community:

- Board of Deacons, First Baptist Church Pensacola
- Board of Directors, Catholic Charities
- Board of Directors, Pensacola Symphony Orchestra
- Board of Directors, Council on Aging
- Board of Directors, Big Brothers and Big Sisters
- Association of Fundraising Professionals Board of Directors and Secretary/Treasurer
- Rotary Club of Pensacola, Paul Harris Fellow
- Pensacola Bay Area Chamber of Commerce

Prior Civic Affiliations

- Board of Directors, Citizens and Peoples National Bank
- President, YMCA of Pensacola
- Board of Directors, United Way of Pensacola
- Board of Directors, Pensacola Country Club
- Executive Director, Lakeview Foundation
- Board of Vestry, Christ Episcopal Church Pensacola
- Board of Directors, Lakeland, Florida Salvation Army

Work Experience:

- Chairman/President/CEO of several banks over a 20 year period
- Appointed by Governor of State of Florida to Chairman of Board of Business Regulation and Vice Chairman of Florida State Turnpike Authority
- University of West Florida- Adjunct Professor- Money and Banking, Government Finance, Marketing.
- Florida Southern College- Adjunct Professor- Department of Business- Money and Banking, Finance, Government Finance.

Banking history:**Citizens and Peoples National Bank**

Pensacola, Florida

Vice President and Board of Directors

Commercial loans , Installment Loans, Business Development

10 years

First National Bank

Lakeland Florida

President, CEO Board of Directors

Executive in charge of all functions.

10 years

Texas Commerce Bank-Airport

Houston Texas

Chairman , CEO Board of Directors

Commercial and installment Lending

4 years

Allied Humble Bank

Houston, Texas

President - Commercial Loans

6 years

Whitney National Bank

Pensacola , Florida

Vice President - commercial loans , installment loans

2 years

References available upon request



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4307

County Administrator's Report 14. 1.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/10/2013

Issue: Supplemental Budget Amendment #154 - Solid Waste Fundraiser

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #154 - Amy Lovoy,
Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #154, Escambia County Restricted Fund (101) in the amount of \$1,435, to recognize proceeds from the Solid Waste Annual Dump Dash 5K and Trash-A-Thon, and to appropriate these funds in the current year's Budget.

BACKGROUND:

Escambia County Solid Waste Management Department hosts the Annual Dump Dash 5K and Trash-A-Thon at the Perdido Landfill. This fund raising event provides funding for educational activities and community outreach in which five dollars of each entry fee will be donated to United Way of Escambia County.

BUDGETARY IMPACT:

This amendment will increase Fund 101 by \$1,435.

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# 154

**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 County Budget.

WHEREAS, Escambia County has received proceeds from the Solid Waste Annual Dump Dash 5K and Trash-A-Thon, and these funds must be recognized and appropriated for educational and community outreach.

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:

<u>Escambia County Restricted Fund</u>	<u>101</u>		
Fund Name	Fund Number		
Revenue Title	Fund Number	Account Code	Amount
Solid Waste Fundraiser	101	366301	1,435
Total			1,435

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Rentals & Leases	101/230317 (new)	54401	75
Printing & Binding	101/230317 (new)	54701	170
Operating Supplies	101/230317 (new)	55201	890
Aids to Private Organizations	101/230317 (new)	58201	300
Total			1,435

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
154



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4398

County Administrator's Report 14. 2.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/10/2013

Issue: Budget Amendment #164 - EMP Federal Grant

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Budget Amendment #164 - Amy Lovoy, Management and Budget Services Department Director

That the Board approve Budget Amendment #164, Public Safety Department, Other Grants and Projects Fund (110) in the amount of \$2,985, to cover final personnel costs associated with the Emergency Management Performance (EMP) Federal Grant through the end of the State's Fiscal Year that ends June 30, 2013.

BACKGROUND:

EMP Federal Grant funds need to be reallocated from operating to personnel to cover a budgeted position through the end of the State's fiscal year that ends on June 30, 2013.

BUDGETARY IMPACT:

This amendment transfers funds from operating to personnel to cover any funding shortage. No new revenues are associated with this amendment.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases in personnel costs to be approved by the board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

BA#164

**Board of County Commissioners
Escambia County
Budget Amendment Request**

**Request Number
164**

Approval Authorities

	<u>Date Rec.</u>	<u>Date Forward</u>	<u>Approved</u>	<u>Disapproved</u>
Department Director	5/21/2013	5/21/2013		
Assistant County Administrator				
County Administrator				
Action by the Board				

Transfer From: 110 - Other Grants & Projects / 330409 - EMP Federal Grant

Fund/Department

Account Title	Project Number	Cost Center	Account Code	Amount
Repair & Maintenance		330409	54601	2,985.00
Total				2,985.00

Transfer To: 110 - Other Grants & Projects / 330409 - EMP Federal Grant

Fund/Department

Account Title	Project Number	Cost Center	Account Code	Amount
Regular Salaries & Wages		330409	51201	1,495.00
FICA		330409	52101	36.00
Retirement Contributions		330409	52201	190.00
Life & Health Insurance		330409	52301	1,264.00
Total				2,985.00

Detailed Justification:

Transferring funds to cover personnel expenses projected through end of grant period, June 30, 2013. Funds are available in operating.

OMB Analyst

Budget Manager

Department Director



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4400

County Administrator's Report 14. 3.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/10/2013

Issue: Supplemental Budget Amendment #165 – ECUA Cost Sharing Agreement Reimbursement

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #165 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #165, Local Option Sales Tax III Fund (352) in the amount of \$7,458, to recognize reimbursements received from the Emerald Coast Utilities Authority (ECUA) under a cost-sharing Agreement for the Cary's Lane resurfacing project, and to appropriate these funds back to the Local Option Sales Tax III Fund (352).

BACKGROUND:

Escambia County entered into a cost sharing agreement with ECUA for Cary's Lane resurfacing. ECUA's share has been received in the amount of \$7,458, and will be placed back in the Local Option Sales Tax Fund (352).

BUDGETARY IMPACT:

This amendment will increase Fund 352 by \$7,458.

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 County Budget.

WHEREAS, Escambia County has received reimbursement from ECUA for their part of a cost sharing agreement for improvements to Cary's Lane, and these funds must be recognized and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2013:

<u>Local Option Sales Tax III</u>	<u>352</u>		
Fund Name	Fund Number		
Revenue Title	Fund Number	Account Code	Amount
ECUA Contr-Capital Project	352	337302	7,458
Total			7,458

		Account Code/ Project Number	Amount
Appropriations Title	Fund Number/Cost Center		
Improvements Other than Buildings	352/210107	56301/08EN0208	7,458
Total			7,458

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
#165



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4409

County Administrator's Report 14. 4.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/10/2013

Issue: Supplemental Budget Amendment #166 – Reimbursement from Olive Baptist Church for University Parkway Outfall Project

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #166 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #166, Master Drainage Basin Fund (181) in the amount of \$13,437, to recognize a reimbursement received from Olive Baptist Church for pipe material used in the University Parkway Outfall Project, and to appropriate these funds back to the Master Drainage Basin Fund (181).

BACKGROUND:

The University Parkway Outfall Project completed by Escambia County will help resolve stormwater drainage issues in the area lying northwest of Olive Road and University Parkway. Olive Baptist Church has provided \$13,437 for pipe material for the project, and these funds will be placed in the Master Drainage Basin Fund (181).

BUDGETARY IMPACT:

This amendment will increase Fund 181 by \$13,437.

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 County Budget.

WHEREAS, Escambia County has received reimbursement from Olive Baptist Church for the cost of pipe material for the University Parkway Outfall Project, and these funds must be recognized and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2013:

Master Drainage Basin	181		
Fund Name	Fund Number		
Revenue Title	Fund Number	Account Code	Amount
Master Drainage Basin VII	181	325107	13,437
Total			13,437

		Account Code/ Project Number	Amount
Appropriations Title	Fund Number/Cost Center		
Improvements Other than Buildings	181/210725	56301	13,437
Total			13,437

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.

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

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

Gene M. Valentino, Chairman

Deputy Clerk

Adopted

OMB Approved

Supplemental Budget Amendment
#166



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4343

County Administrator's Report 14. 5.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/10/2013

Issue: Approval of Amended Fiscal Year 2012/2013 Miscellaneous Appropriations Agreement for Pensacola Bay Area Chamber of Commerce, Inc.

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Amendment to Miscellaneous Appropriations Agreement with the Pensacola Bay Area Chamber of Commerce, Inc. - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning approval of the Amendment to Miscellaneous Appropriations Agreement with Pensacola Bay Area Chamber of Commerce, Inc.:

- A. Approve the Amendment to the Fiscal Year 2012/2013 Miscellaneous Appropriations Agreement amending Section 3, increasing the allocation by \$1,587,995, for a total allocation of \$5,726,670, to be paid from the Tourist Promotion Fund, Fund 108, Cost Centers 360101 and 360105;
- B. Authorize the Chairman to sign the Amendment and all other necessary documents; and
- C. Approve the necessary Change Order.

BACKGROUND:

On June 28, 2012 the Board of County Commissioners voted to fund a unified tourism budget as follows:

- 100% of the available funding from the 1st Cent after paying the subsidy for the Pensacola Bay Center.
- 100% of the available funding from the 2nd and 3rd Cent.
- \$850,000 from the 4th Cent with \$250,000 funded from non-recurring reserves.
- 100% of the revenues in excess of the next budget estimate in FY 2012.

The first three directives were fulfilled with the original agreement approved by the Board on October 18, 2012. This contract amendment will fulfill the fourth directive and will increase the total agreement by \$1,587,995 to a total of \$5,726,670.

BUDGETARY IMPACT:

The original contract divides eligible reimbursements into several categories:

- Advertising/Public Relations/Market Research - \$2,119,229
- Events/Local Festivals/Multi-Cultural Events - \$257,500
- Incentivized Travel - \$205,119
- Bidding/Hosting of Sporting Events - \$167,581
- Operations of the Visitors' Information Center, Pensacola Sports Association and Perdido Key Visitors' Information Center - \$1,061,746
- Previous Fiscal Year Expenses – \$327,500

The amended contract will increase the Advertising/Public Relations/Market Research to \$3,254,229, the Operations category to \$1,482,322 and the Bidding/Hosting of sporting events to \$200,000.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney has reviewed and approved the Amendment to the Agreement.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval of Amendments to Miscellaneous Appropriations Agreements is necessary.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Chamber Amendment

AMENDMENT TO MISCELLANEOUS
APPROPRIATIONS AGREEMENT WITH
PENSACOLA BAY AREA CHAMBER OF COMMERCE, INC.

As approved by the Board of County Commissioners at its meeting on October 18, 2012, this Agreement is hereby amended to reflect the following:

1. Section 3 of the Miscellaneous Appropriations Agreement is amended to read as follows:

The County agrees to pay the recipient the sum of \$5,726,670.00 for the program of activity payable monthly in accordance with the procedures set forth in Exhibit "A".

2. Exhibit "A" of the Miscellaneous Appropriations Agreement is amended to read as follows:

(2) A minimum of \$3,254,229 shall be allocated for reimbursement of tourism promotion expenses related to advertising, public relations and market research. These expenses shall include but not be limited to the purchase of advertisements, payments for firms managing the advertising, public relations and market research programs, promotional items and collateral.

(5) A minimum amount of \$200,000 shall be allocated for reimbursement of expenses related to bidding and hosting of sporting events as designated by the TACC.

(6) The remaining \$1,482,322 shall be allocated for reimbursement of expenses incurred for promotion tourism in Escambia County and shall include, but not be limited to, operations of the Visitors' Information Center, the operations of the Pensacola Sports Association and the operations of the Perdido Key Visitors' Information Center and any trade shows, business travel, supplies, salaries and employee benefits necessary for these operations.

3. All other provisions of the Agreement entered into between the County and the Pensacola Bay Area Chamber of Commerce, Inc. approved on October 18, 2012 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment to the Miscellaneous Appropriations Agreement on the 10th day of June, 2013.

**ESCAMBIA COUNTY
BOARD OF COUNTY COMMISSIONERS**

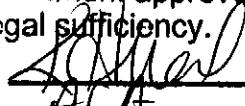
By: _____
Gene M. Valentino, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

BCC APPROVED: _____

By: _____
Deputy Clerk

This document approved as to form
and legal sufficiency.

By: 
Title: ACT
Date: 5/31/13

**PENSACOLA BAY AREA
CHAMBER OF COMMERCE, INC.**

By: _____

ATTEST:

Title: _____

By: _____
Secretary



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4198

County Administrator's Report 14. 6.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/10/2013

Issue: Myrtle Grove Athletic Park Improvements, PD 12-13.037

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Myrtle Grove Athletic Park Improvements - Amy Lovoy, Management and Budget Services Department Director

That the Board award a Contract to Utility Service Co., Inc., for the Myrtle Grove Athletic Park Improvements, PD 12-13.037, in the amount of \$537,741.14.

[Funding: Fund 352, LOST III, Cost Center 350229, Object Code 56301, Project #12PR1842]

BACKGROUND:

The Office of Purchasing advertised the solicitation in the Pensacola News Journal April 15, 2013. There were six responses. Utility Service Co. Inc. was the lowest most responsive bidder.

BUDGETARY IMPACT:

Funding: Fund 352 LOST III, Cost Center 350229, Object Code 56301, Project #12PR1842

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney's Standard Form of Contract will be used.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation 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

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION		DESCRIPTION: Myrtle Grove Athletic Park Improvements BID # PD 12-13.037							
Bid Opening Time: 3:00 pm CDT Bid Opening Date: 05/15/2013 Bid Opening Location: Rm 11.407	Cover Sheet/ Acknowl.	Bid Bond or Check	Written Opinion of Attorney at Law for a foreign state	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Certificate of Authority to do Business in the State of Florida	Acknowledgement of Addendums	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes	Total
NAME OF BIDDER									
Gulf Atlantic Constructors Inc	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	\$612,144.05
Joy Gordon Construction OOC	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	\$684,836.52
J Miller Construction Inc	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	\$170,865.98
Panhandle Grading & Paving Inc	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	\$689,404.63
Roads Inc of NWF	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	\$553,713.75
Utility Service Co Inc	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	\$537,741.14
BIDS OPENED BY:	Joe Pillitary, Jr., Purchasing Coordinator		DATE: 05/15/2013						
BIDS TABULATED BY:	Angie Holbrook, SOSA		DATE: 05/15/2013						
BIDS WITNESSED BY:	Angie Holbrook, SOSA		DATE: 05/15/2013						

CAR
DATE 06/10/2013

BOCC
DATE 06/10/2013

The Purchasing Chief/Designee recommends to the BCC: To award a contract to Utility Service Co., Inc. in the amount of \$537,741.14

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.

Notes:

Posted @ 10:00 a.m. CDT on 05/21/2013

JFP

JFP/abh



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4321

County Administrator's Report 14. 7.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/10/2013

Issue: Pensacola Beach Landscaping PD 12-13.036

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Pensacola Beach Landscaping - Amy Lovoy, Management and Budget Services Department Director

That the Board award a Contract to Wallace Sprinklers & Supply, Inc., in the amount of \$574,423.20, for Pensacola Beach Landscaping, PD 12-13.036.

[Funding: Fund 167, "Bob Sikes Toll," Cost Center 140302, Object Code 53401, \$500,000; Fund 352, "LOST III," Cost Center 210107, Object Code 56301, Project #12EN2044, \$74,423.20]

BACKGROUND:

The Office of Purchasing advertised the solicitation on April 8th, 2013. There were three responses and one no bid. Wallace Sprinklers & Supply Inc. was the lowest most responsive bid.

BUDGETARY IMPACT:

Funding: Fund 167 Bob Sikes Toll, Cost Center 140302, Object Code 53401

LEGAL CONSIDERATIONS/SIGN-OFF:

The Standard form 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

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION		DESCRIPTION: Pensacola Beach Landscaping ITB# 12-13.036					
Bid Opening Time: 3:00 p.m. CST Bid Opening Date: 5/9/2013 Opening Location: Rm. 11.407	Cover Sheet/ Acknowl.	Sworn Statement Pursuant to Section (287.133) (3) (a), <u>Florida Statutes</u> , on Entity Crimes	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Bid Bond	Acknowledgement of Addenda	Grand Total
NAME OF BIDDER							
Ken Griffin Landscape Contractors, Inc.	Y	Y	Y	Y	Y	Y	\$578,217.50
Utility Service Co., Inc.	Y	Y	Y	Y	Y	Y	\$590,565.70
Wallace Sprinklers & Supply, Inc.	Y	Y	Y	Y	Y	Y	\$574,423.20
Green Procedures , Inc. – No Bid							
BIDS OPENED BY:		Joe Pillitary, CPPO, CPPB, Purchasing Coordinator			DATE: May 9, 2013		
BIDS WITNESSED BY:		Lori Kistler, SOSA			DATE: May 9, 2013		
BIDS TABULATED BY:		Lori Kistler, SOSA			DATE: May 9, 2013		

CAR
DATE 6/10/2013

BOCC
DATE 6/10/2013

The Purchasing Manager/Designee recommends to the BCC: **To award a lump sum Contract to Wallace Sprinklers & Supply, Inc. in the amount of \$574,423.20.**

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 5/10/2013 @ 12:00p.m. CDT

JP/ik




BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4326

County Administrator's Report 14. 8.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/10/2013

Issue: Security Camera System for ECAT

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Purchase of a Security Camera System for the Escambia County Area Transit - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize the County to piggyback off of the GSA Contract #GS-07F-0421K, in accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; exemptions; and Section 46-64, Board approval, and award a Purchase Order to Vicon Industries, Inc., in accordance with quotation #140354-6, PD 12-13.043, in the amount of \$99,954.04, for the purchase of a Security Camera System for the Escambia County Area Transit.

[Funding: Fund 320, FTA Capital Project Fund, Cost Center 320415, Object Code 56401]

BACKGROUND:

The present system is old and unreliable. Many of the cameras do not function the way they are supposed to. The technology that runs the system is not of good quality, many times when trying to retrieve images they are fuzzy and/or distorted to the point they are unusable. There is also insufficient coverage due to a lack of enough cameras to cover the whole facility. We have had several recent instances where we needed these images to support or/discredit incidents that have occurred only to find out we could not get a clear picture or that the image was not recorded because the camera did not work at the time.

BUDGETARY IMPACT:

[Funding: Fund 320 FTA Capital Project Fund, Cost Center 320415, Object Code 56401]

LEGAL CONSIDERATIONS/SIGN-OFF:

NA

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

In accordance with Escambia County Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications; Exemptions and Section 46-64, Board approval.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Purchase Order.

Attachments

Vicon Industries Quotation



Vicon Industries, Inc.

89 Arkay Drive * Hauppauge, NY 11788 * (850) 439-1445

Bill to: 108249

Escambia County Area Transit
1515 West Fairfield Drive
Pensacola, FL 32501
(850) 595-3228

Ship to: 108249

Escambia County Area Transit
1515 West Fairfield Drive
Pensacola, FL 32501
(850) 595-3228

Quote Date: 4/12/2013

Quote Number: 140354-6

Account Number:

Sales Representative: Tim Butler & Mike Rose

Contact Information:

Customer: Ken Verling

Email: ken.verling@firstgroup.com

Cell: (850) 483-2455

Model Number	Description	Qty	Unit \$	Extended
V961D-WN312M	IP FIXED CAMERA DOME; vandal-resistant outdoor, includes day/night camera and 3-12 mm motorized varifocal autoiris lens; 720p resolution (1.3 megapixel), ONVIF compliant	36	729.90	26,276.40
V961D-N312M	IP FIXED CAMERA DOME; indoor, includes day/night camera and 3-12 mm motorized varifocal autoiris lens; 720p resolution (1.3 megapixel); ONVIF compliant	11	662.51	7,287.61
SN118W	OUTDOOR/PENDANT NETWORK DOME; 720p (1280x1024) day/night camera with 18X optical zoom lens; 12X digital zoom; ONVIF compliant	2	2,968.32	5,936.64
SVFT-SOF	SOFFIT MOUNT; for outdoor SurveyorVFT and SVFT-M camera domes	1	337.12	337.12
SVFT-UWM	WALL MOUNT; indoor/outdoor, for SurveyorVFT Camera Dome Systems	1	88.14	88.14
V24CMB	OUTSIDE CORNER MOUNT BRACKET; for V24WM and SurveyorVFT	1	65.43	65.43
V960D-KIT	FLUSHED MOUNTING KIT; for recessed mounting of V960D series of indoor domes	11	46.56	512.16
V960D-WADAPT	MOUNTING ADAPTER; for mounting the V960D series camera domes on an electrical box (4x4 and 2x4)	18	65.43	1,177.74
V960D-WCA1	CONDUIT ADAPTER; for V960D series camera domes; allows mounting to any SVFT mount	18	48.60	874.80
SVFT-WM	WALL MOUNT; indoor/outdoor, short, for use SurveyorVFT Camera Dome Systems	18	59.00	1,062.00
NETSWITCH-8POE	NETWORK SWITCH; 8-channel LAN connections, 10/100 autosensing ports, 1 dual-purpose Gigabit port for expansion to 10/100/1000 high-performance or SFP (fiber) devices, provides PoE	12	423.00	5,076.00
VN-NVR-13TBV6-R5	NETWORK VIDEO RECORDER; preloaded ViconNet Ver 6.6, view, record and configure ViconNet IP devices and recorders; internal RAID with 13 TB usable storage and Pentium-based hardware; rack-mount	2	10,495.00	20,990.00
KBD-MOUSE-KIT	Keyboard and Mouse Package	2	0.00	0.00
GSA LABOR	GSA LABOR IS BASED STRICTLY UPON CES TEAMS ONE COMMUNICATIONS, INC. QUOTATION # 15000005 6 DATED 1-15-13 CES TEAM ONE COMMUNICATIONS, INC. MUST BE LISTED AS DEALER OF RECORD ON GSA PO	1	29,700.00	29,700.00
PRO-SVC-CAMIP	FACTORY-DIRECT PRECONFIGURATION OF NETWORK CAMERA, CONFIGURING NETWORK PARAMETERS (I.E., IP ADDRESS, ETC.) FEE PER CAMERA	47	10.00	470.00
PRO-SVC-NUC	FACTORY-DIRECT PRECONFIGURATION OF THE SYSTEM NUCLEUS, FEE PER UNIT	1	100.00	100.00
			Grand Total:	99,954.04

Notes: Terms and Conditions on page 2

This Quote is Valid for 30 Days



Vicon Industries, Inc.

89 Arkay Drive * Hauppauge, NY 11788 * (850) 439-1445

Terms and Conditions

THIS QUOTE IS BASED ON THE FOLLOWING:

DEALER OF RECORD FOR INSTALLATION LABOR IS CES/TEAM ONE COMMUNICATIONS, INC. INSTALLATION LABOR PROPOSAL IS BASED STRICTLY UPON CES TEAM ONE COMMUNICATIONS

QUOTATION # 150000056 DATED 1-15-13

THANK YOU FOR CONSIDERING VICON !!!

This quotation is made subject to the published terms and conditions in Vicon's latest price book.

Vicon neither represents or assumes responsibility that this quotation meets the end users specifications or operational needs for performance or suitability

This quote does not include sales or use tax. In the event that sales or use tax is applicable, that amount will be billed in addition to the quoted price.

Please indicate below or on your Purchase Order whether this equipment quotation is being solicited pursuant to an order received from the U.S. General Services Administration (GSA) under contract number GS07F0421K with Vicon Industries, Inc.

_____ Yes/No

..... CUSTOMER ACCEPTANCE

Name: _____

Signature: _____

Title: Date: _____

Purchase Order Ref No: _____

Company Name: _____



Contract Holder
FSS Contract GS-07F-0421K

**GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST**

**Schedule 084 — Total Solutions for Law Enforcement, Security Facilities Mgmt,
Fire Rescue, Special Purpose Clothing, Marine Craft and Emergency Disaster
Response/Group 63**

**Alarm and Signal Systems/Facility Management Services and Systems
SIN 246-42 Computerized and Facility Management Systems
SIN 246-50 Ancillary Security/Facility Management Services**

Contract Number: GS-07F-0421K

Period Covered: August 4, 2010 - August 31, 2015

Turning Technology into Real Solutions

Vicon Industries Inc.
Corporate Headquarters
89 Arkay Drive
Hauppauge, NY 11788

Tel: (800) 34-VICON or (631)952-2288
Fax: (631)951-2288
Email: sales@vicon-cctv.com
Web: vicon-cctv.com

Buy America Certification
Vicon hereby certifies that products identified by a "Recovery.gov" logo next to their name comply with the requirements of section 165(a) of the Surface Transportation Assistance Act of 1962, as amended, and the applicable regulations in 49 CFR part 661





BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4334

County Administrator's Report 14. 9.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/10/2013

Issue: Purchase of two Vehicles for the Fire Services Division

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Purchase of Two Vehicles for the Fire Services Division - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize the County to piggyback off of the State of Florida Term Contract #071-000-13-1, in accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; exemptions; and Section 46-64, Board approval, and award a Purchase Order for two 2013 Chevrolet Tahoe 2wd Commercial vehicles, for the Fire Services Division, in accordance with the specifications, in the amount of \$54,887.60, to Garber Chevrolet Buick GMC Truck, PD 12-13.045.

[Funding: Fund 352, LOST III, Cost Center 330228, Project Code 08FS0018, Account Code 56401]

BACKGROUND:

These vehicles are being purchased as part of Escambia County Fire Rescue vehicle replacement plan. Over the last year this plan has reduced the fleet by eleven vehicles. These two vehicles will replace the following vehicles which will be removed from service and sent to auction:

1. 2000 Ford Crown Victoria/property#502119/tag#192156/mileage 86822/VIN 2FAFP71W7YX199505
2. 2000 Ford Crown Victoria/property#502100/tag#192112/mileage 82086/VIN 2FAFP71W1YX156469

BUDGETARY IMPACT:

[Funding: Fund 352 LOST III, Cost Center 330228, Project Code 08FS0018, Account Code 56401]

LEGAL CONSIDERATIONS/SIGN-OFF:

NA

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

In accordance with Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications; Exemptions; and section 46-64, Board approval.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Purchase Order.

Attachments

Garber Quotation



Escambia County, FL

Commodity Code	071-131
Line Number	1
Unit Description	CC10706 PPV

Prepared for:

Prepared by:

Escambia County, FL
Attn: Sue-Ellen Moser
smoser@escambiaso.com
(850) 438-9163

Garber Chevrolet Buick GMC Truck
Ryan Davis
 (904) 264-2442 ext.2350 FAX: (904) 281-0054
 3340 Hwy 17 Gman Cove Springs, FL 32043
 rdavis@garberautomall.com

I appreciate your interest and the opportunity to quote. Prices are published by the State of Florida Department of Management Services, ([http://dms.myflorida.com/contract_search/\(category\)/18](http://dms.myflorida.com/contract_search/(category)/18)). Purchasing contract number is 071-000.13.1, expiring October 31st, 2013 for ITB 071-000-S motor vehicles. If you have any questions regarding this quote please call!

[illegible]

COLORS: Summit White (60U) exterior; Ebony Cloth (19C) interior

**Order Detail # QRRPVT**

BAC: 114753

BFC: 1

Name: GARBER CHEVROLET BUICK GMC TRUCK

Current as of 04/29/2013 - 09:52 AM EDT

---For Dealer Use Only---

BAC Information

Charge-to BAC 114753

Charge-to BFC 1

Ship-to BAC 114753

Ship-to BFC 1

Contact Name

Phone #

DAN 1539

Stock No.

Customer Information

Business Name:

GARBER

Phone:

Email:

Fleet Information

Primary FAN: 805799

End-User FAN:

Bid Number: 301641

Bid Item #: 1

PO #: DEV

Model/Order Information

Model Year: 2013

Division: CHEVROLET

Distrib. Entity: FLT

Order Type: FBC - Fleet Political

Subdivision

Allocation Group: TAHOE

Model: CC10706 - Tahoe: 1500

2WD

Request ID: QRRPVH

MSRP w/DFC +: \$36,005.00

Event Description: 5000 - Delivered to Dealer

Age of Inventory: 69 days

VIN: 1GNLC2E04DR254151



Vehicle Specifications

PEG: 1FL - FL1 Commercial Decor Option

Package

Primary Color: 50U - Summit White

Trim: 19C - Ebony Cloth Interior Trim

Engine: LMG - Engine: 5.3L, V-8, Flex Fuel, SFI, V-8

Emissions:

Transmission: MYC - Transmission: 6-Speed Automatic

Ordered Options: 5T5: Seat Trim Override, Front

Cloth/Rear Vinyl (SEO)

9N5: Console Delete: Floor

Front (SEO)

AG1: Power Seat Adjuster

(Driver's Side)

AJ1: Glass: Deep Tinted

AM8: Bench Seat: 2nd Row

AP8: Remote Start

Accommodations Package

ATD: Third Row Seat Delete

B85: Moldings, Bright Body Side

C49: Defogger, Rear Window,

Electric

DL8: Mirrors, O/S, Power,

Heated

G80: Locking Differential, Rear

K34: Cruise Control

K5T: Battery, Dual, Heavy-duty,

660 CCA

KW1: Alternator, 160 AMP

QAR: TIRE ALL P265/60R17 SL

108V BW AL3

U2J: SiriusXM Satellite Radio,

Delete

UQ3: Audio System Feature,

Uplevel Speaker System

V76: Recovery Hooks

VQ2: Holdback N/A, Dealer

Fleet Assistance

ZY1: Solid Paint Application

6J1: Auxiliary Power, 100 AMP, Front and

Rear (SEO)

A95: Seat: High Back Bucket Driver and

Passenger

AG2: Seat Adjuster (Passenger Side)

AJ7: Air Bags - Seat Mounted, Side Impact

AMF: Remote Fleet Key Fob Package

ASF: Airbags- Head Curtain, Side Impact

AU3: Power Door Locks

BG9: Floor Covering: Rubberized Vinyl,

Black

C5U: GVW Rating 6800 Lbs

FE9: Federal Emissions

GU4: Rear Axle 3.08 Ratio

K47: Air Cleaner, High Capacity

KNP: Transmission Cooling System

PPV: Police Package Vehicle

SAF: Spare Tire Lock

UE0: Onstar Delete

US8: Radio, AM/FM Stereo, Auto Tune, CD

VPV: Handling Charge - Arlington

YK6: SEO Processing Option



† North American Order Workbench is intended solely for business use by GM Dealers. Pricing shown is for illustration purposes only. Refer to GMPricing.com for official GM Price schedules. GM pricing is subject to change by GM at anytime, without notice.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4199

County Administrator's Report 14. 10.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/10/2013

Issue: Rebid Refuse and Recycling Dumpster Service for County Facilities, PD 12-13.041

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Rebid Refuse and Recycling Dumpster Service for County Facilities - Amy Lovoy, Management and Budget Services Department Director

That the Board award a three-year Contract, with two additional one-year options to renew, for Rebid Refuse and Recycling Dumpster Service for County Facilities, PD 12-13.041, to Allied Waste Services of North America, LLC, in accordance with the terms and specifications of the solicitation, and appropriation of funds, for a monthly amount of \$14,969.08, and an estimated yearly total of \$179,629.

[Funding: Fund 001, General Fund, Cost Center 310203, Object Code 54301, \$125,529; Fund 001, General Fund, Cost Center Library, Object Code 54301, \$10,044; Fund 501, Internal Service Fund, Cost Center 150108, Object Code 54301, \$1,427; Fund 352, LOST III Fund, Cost Center 350231, Object Code 54301, Project #08PR0031, \$4,610; Fund 001, General Fund, Cost Center 350204, Object Code 54301, \$3,278; Fund 352, LOST III Fund, Cost Center 350229, Object Code 54301, Project #06PR0085, \$965; Fund 352, LOST III Fund, Cost Center 350229, Object Code 54301, Project #08PR0025, \$1,212; Fund 143, Fire Protection Fund, Cost Center 330206, Object Code 54301, \$20,440; Fund 175, Transportation Trust Fund, Cost Center 290202, Object Code 54301, \$12,124]

BACKGROUND:

The Office of Purchasing advertised the solicitation in the Pensacola News Journal on April 26, 2013. Five responses were received. Allied Waste Services of North America, LLC was the only responsive bidder.

BUDGETARY IMPACT:

[Funding: Fund 001 General Fund, Cost Center 310203, Object Code 54301, \$125,529, Fund 001 General Fund, Cost Center NA, Object Code 54301, Libraries \$10,044 Fund 501 Internal Service Fund, Cost Center 150108, Object Code 54301, \$1,427, Fund 352 LOSTIII Fund, Cost Center 350231, Object Code 54301, Project# 08PR0031, \$4610 Fund 001 General Fund, Cost Center 350204, Object Code 54301, \$3,278, Fund 352 LOSTIII Fund, Cost Center 350229, Object Code 54301, Project# 06PR0085, \$965]

Fund 352 LOSTIII Fund, Cost Center 350229, Object Code 54301, Project# 08PR0025, \$1,212
Fund 143 Fire Protection Fund, Cost Center 330206, Object Code 54301, \$20,440,
Fund 175 Transportation Trust Fund, Cost Center 290202, Object Code 54301, \$12,124]

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney Kristin Hual prepared the Agreement.

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

agreement

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION		DESCRIPTION: RE-BID Refuse and Recycling Dumpster Service for County Facilities ITB# 12-13.041						
Bid Opening Time: 3:00 p.m. CDT Bid Opening Date: 5/3/2013 Opening Location: Rm. 11.407		Cover Sheet/ Acknowl.	Sworn Statement Pursuant to Section (287.133) (3) (a), <u>Florida Statutes</u> , on Entity Crimes	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Certificate of authority to do Business in the State of Florida	Acknowledgement of Addenda	Monthly Grand Total
NAME OF BIDDER								
Allied Waste Services of North America, LLC		Y	Y	Y	Y	Y	Y	\$14,969.08
Waste Management, Inc. of Florida- Disqualified								
Titan Waste Service – Non Responsive								
Waste Pro-Milton – No Bid								
Southern Scrap Co., Inc.– No Bid								
BIDS OPENED BY:		Claudia Simmons, CPPO for Joe Pillitary, CPPO, CPPB, Purchasing Coordinator					DATE: May 3, 2013	
BIDS WITNESSED BY:		Lori Kistler, SOSA					DATE: May 3, 2013	
BIDS TABULATED BY:		Lori Kistler, SOSA					DATE: May 3, 2013	

CAR
DATE

6/10/2013

BOCC
DATE 6/10/2013

The Purchasing Manager/Designee recommends to the BCC: To award a Contract to Allied Waste Services of north America LLC of Florida in a monthly amount of \$14,969.08.

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.

Re-Posted 5/23/2013 @ 11:30a.m. CDT

JP/lk

**AGREEMENT RELATING TO
REFUSE AND RECYCLING DUMPSTER SERVICE PD12-13.041**

This Agreement is made and entered into this ____ day of _____, 2013 ("Effective Date"), by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Street, Pensacola, Florida 32502, and Allied Waste Services of North America, LLC, a foreign limited liability company, authorized to do business in the State of Florida (hereinafter referred to as "Contractor"), whose federal identification number is 20-1838910, and whose principal address is 18500 North Allied Way, Phoenix, AZ 85054, and whose local address is 2910 North Palafox Street, Pensacola, Florida 32501 (each at times being referred to as "party" or "parties").

WITNESSETH:

WHEREAS, the County issued an Invitation to Bid relating to refuse and recycling dumpster service for County facilities (PD 12-13.041); and

WHEREAS, Contractor was the most responsive and responsible bidder proposing to provide such services; and

WHEREAS, the County desires to enter into an agreement with Contractor for the provision of refuse and recycling container services as specified herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. **Recitals**. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. **Term**. This Agreement shall commence as of the effective date and continue for a term of three (3) years with the option to renew for two additional one (1) year terms. In no event shall the term of this agreement exceed the duration of five (5) years from the date of commencement.
3. **Scope of Work**. Contractor agrees to perform in accordance with the scope of work outlined in Escambia County's Invitation to Bidders for Refuse and Recycling Dumpster Service for County Facilities, Specification No. P.D. 12-13.041, attached hereto as Exhibit "A". In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.
4. **Compensation**. In exchange for Contractor's provision of the scope of services referenced in Section 3 above, County shall pay Contractor in accordance with the Bid

Form, dated May 3, 2013, provided as part of the Contractor's Proposal, attached hereto as Exhibit "B".

5. Purchase Orders. The County shall assign tasks to the Contractor in writing utilizing work orders relating to a blanket purchase order or by individual purchase order. The task(s) to be accomplished shall be described in detail and the time frame in which it needs to be accomplished will be stated in the work order. No minimum quantity of work is guaranteed during the term of this agreement, and only those tasks assigned pursuant to a work order may be compensated.

6. Method of Billing. Contractor shall submit invoices to County on a monthly basis. Invoices shall reflect the amount due and owing for monthly fees with appropriate supporting documentation. The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice.

7. Termination. This Agreement may be terminated for cause or convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the County shall be paid for materials purchased through the date of termination.

8. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

9. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Excess or Umbrella Liability coverage.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the County prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

10. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

11. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Allied Waste Services of North America
Attention: Andrew J. Rodgers
2910 North Palafox Street
Pensacola, Florida 32501

To: Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

13. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Licensee and its surety, if any, seven days written notice, during which period the Licensee still fails to allow access to such documents, terminate the contract of the Licensee.

14. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

15. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including but not limited to properly registering as a lobbyist for representation of the County with the appropriate governmental entities as well as making all necessary lobbying reports in a timely manner to the proper authorities.

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

17. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

18. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: ESCAMBIA COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chairman, authorized to execute same by Board action on the ____ day of _____, 2013, and Allied Waste Services of North America, LLC, signing by and through its General Manager, duly authorized to execute same.

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____

Gene M. Valentino, Chairman

Date: _____

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____

BCC Approved: _____

(SEAL)

Approved as to form and legal
sufficiency.

By/Title: Kathleen Adt
Date: 5/20/13

CONTRACTOR:
ALLIED WASTE SERVICES OF NORTH
AMERICA, LLC

By: _____
Andrew J. Rodgers, General Manager

Date: _____

Witness

Witness

ESCAMBIA COUNTY FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
RE-BID REFUSE AND RECYCLING DUMPSTER FOR COUNTY FACILITIES
SPECIFICATION PD 12-13.041

HOW TO SUBMIT YOUR BID

PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE BIDS ARE NOT ACCEPTABLE.** ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE BIDS WILL BE RETURNED UNOPENED.

** Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH BID:

- SOLICITATION, OFFER AND AWARD FORM WITH ORIGINAL SIGNATURE
- BID FORMS WITH ORIGINAL SIGNATURE

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH BID

- LETTER FROM INSURANCE CARRIER AS SPECIFIED IN THE "INSURANCE REQUIREMENTS"
- SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION
- FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION – LICENSE(S), CERTIFICATION(S) AND/OR REGISTRATION(S)
- BEFORE YOU SUBMIT YOUR BID, HAVE YOU:
PLACED YOUR BID WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, PROJECT NAME, NAME OF BIDDER, AND DUE DATE AND TIME OF BID RECEIPT?

- THE FOLLOWING SUBMITTALS ARE REQUIRED UPON NOTICE OF AWARD:

CERTIFICATE OF INSURANCE

- HOW TO SUBMIT A NO BID

IF YOU DO NOT WISH TO BID AT THIS TIME, PLEASE REMOVE THE BIDDER SOLICITATION, OFFER AND AWARD FORM FROM THE BID SOLICITATION PACKAGE AND ENTER NO BID IN THE "REASON FOR NO BID" BLOCK, YOUR COMPANY'S NAME, ADDRESS, SIGNATURE, AND RETURN THE BIDDER SOLICITATION, OFFER AND AWARD FORM IN A SEALED ENVELOPE. THIS WILL ENSURE YOUR COMPANY'S ACTIVE STATUS IN OUR BIDDER'S LIST.

**THIS FORM IS FOR YOUR CONVENIENCE TO ASSIST IN FILLING OUT YOUR
BID ONLY.
DO NOT RETURN WITH YOUR BID**



**ESCAMBIA COUNTY
FLORIDA**

INVITATION TO BIDDERS

RE-BID REFUSE AND RECYCLING DUMPSTER SERVICE FOR COUNTY FACILITIES

SPECIFICATION NUMBER PD 12-13.041

BIDS WILL BE RECEIVED UNTIL: 3:00 p.m., CDT, Friday, May 3, 2013

A Non-Mandatory Pre-Solicitation will be held Tuesday, April 30, 2013 at 10:00 a.m., CDT at the Office of Purchasing, 213 Palafox Place, Rm. 11.407, Pensacola, FL 32502

ALL BIDDERS ARE ENCOURAGED TO ATTEND

**Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32591-1591**

Board of County Commissioners

**Gene Valentino, Chairman
Lumon May, Vice Chairman
Wilson B. Robertson
Grover Robinson, IV
Steven Barry**

**Procurement Assistance:
Joe Pillitary, CPPO, CPPB
Purchasing Coordinator
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Tel: (850) 595-4878
Fax: (850) 595-4807
Email: joe_pillitary@co.escambia.fl.us
Website: myescambia.com**

**Technical Assistance:
William Turner
Facilities Management
100 E. Blount Street
Pensacola, FL 32501
Tel: (850) 595-3190
Fax: (850) 595-3192**

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

**RE-BID REFUSE AND RECYCLING DUMPSTER SERVICE FOR COUNTY
FACILITIES**

PD 12-13.041

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Forms marked with a (Double Asterisk) should be returned with Offer.**

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SIGN AND RETURN THIS FORM WITH YOUR BIDS**

SOLICITATION, OFFER AND AWARD FORM ESCAMBIA COUNTY FLORIDA

SUBMIT OFFERS TO:

Joe Pillitary, CPPO, CPPB

Purchasing Coordinator

Office of Purchasing, 2nd Floor, Room 11.101

213 Palafox Place, Pensacola, FL 32502

Post Office Box 1591, Pensacola, FL 32591-1591

Phone No: (850)595-4878 Fax No: (850) 595-4807

Invitation to Bid

**RE-BID REFUSE AND RECYCLING
DUMPSTER SERVICE FOR COUNTY FACILITIES**

PD 12-13.041

SOLICITATION

MAILING DATE: Friday, April 26, 2013

PRE-BID CONFERENCE: A Non-Mandatory Pre-Solicitation will be held Tuesday, April 30, 2013 at 10:00 a.m., CDT at the Office of Purchasing, 213 Palafox Place, Rm. 11.407, Pensacola, FL 32502, ALL BIDDERS ARE ENCOURAGED TO ATTEND

OFFERS WILL BE RECEIVED UNTIL: 3:00p.m., CDT on Friday May 3, 2013 and may not be withdrawn within 90 days after such date and time.

POSTING OF SOLICITATION TABULATIONS

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

OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:

TERMS OF PAYMENT:

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

VENDOR NAME: _____

ADDRESS: _____

CITY, ST. & ZIP: _____

PHONE NO.: (____) _____

TOLL FREE NO.: (____) _____

FAX NO.: (____) _____

REASON FOR NO OFFER: _____

BID BOND ATTACHED \$ _____

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

**NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER
(TYPED OR PRINTED)**

**•• SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)**

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

AWARD

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

CONTRACTOR

Name and Title of Signer (Type or Print)

Name of Contractor

By _____

Signature of Person Authorized to Sign

Date

ATTEST: _____

Corporate Secretary

Date

[CORPORATE SEAL]

ATTEST: _____

Witness

Date

ATTEST: _____

Witness

Date

ESCAMBIA COUNTY FLORIDA

Name and Title of Signer (Type or Print)

By _____

County Administrator

Date

WITNESS _____

Date

WITNESS _____

Date

Awarded Date _____

Effective Date _____

H:\PR\MAST_DOC\UniformContractVol\SolOfferAwardPurA.doc

Revised (7/18/06)

BID FORM
Specification Number PD 12-13.041
RE-BID REFUSE AND RECYCLING DUMPSTER SERVICE FOR COUNTY FACILITIES

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

Date: _____

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for RE-BID Refuse and Recycling Dumpster Service for County Facilities as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide the following price as indicated on Attachment B Bid Form.

CONTRACTOR REQUIREMENTS

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

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

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

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority
Document Number _____

Occupational License No. _____

County Solid Waste Permit:

Yes _____ No _____

County Franchise for Municipal Solid Waste:

Yes _____ No _____

City Franchise for Municipal Solid Waste

Yes _____ No _____

Terms of Payment

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

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

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

County Permits/Fees required for this project:

Permit

\$150.00 per year

Cost

Bidder: _____

By: _____

Signature: _____

Title: _____

Address: _____

Person to contact concerning this bid:

Phone/Toll Free/Fax # _____

E-Mail Address: _____

Home Page Address: _____

Person to contact for emergency service:

Phone/Cell/Pager #: _____

Person to contact for disaster service:

Home Address: _____

Home Phone/Cell/Pager #: _____

THIS PAGE LEFT INTENTIONALLY BLANK

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

1. This sworn statement is submitted to _____
(print name of the public entity)
by _____
(print individual's name and title)
for _____
(print name of entity submitting sworn statement)
whose business address is

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

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

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

- _____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- _____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- _____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

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

(signature)

Sworn to an subscribed before me this _____ day of _____, 20_____

Personally known _____

OR produced identification _____

Notary Public - State of _____

My commission expires _____

(Type of identification)

(Printed typed or stamped commissioned name of notary public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____ does:

Name of Business

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

Check one:

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

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

Offeror's Signature

Date

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

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

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

If not a Florida Corporation,

In what state was it created:

Name as spelled in that State:

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

Is it in good standing: Yes or No

Authorized to transact business
in Florida:

Yes or No

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

Does it use a registered fictitious name: Yes or No

Names of Officers:

President: _____	Secretary: _____
Vice President: _____	Treasurer: _____
Director: _____	Director: _____
Other: _____	Other: _____

Name of Corporation (As used in Florida):

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

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

(Please continue and complete page 2)

Page 2 of 2
Corporate Identification

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

Contact person for company: _____ **E-mail:** _____
Telephone Number: _____ **Facsimile Number:** _____

Name of individual who will sign the instrument on behalf of the company:

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

(Spelled exactly as it would appear on the instrument)

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

END

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

(Revised 12/21/01)

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850)595-4805.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

Bid Information See Home Page URL: <http://www.myescambia.com>
Click on **ON-LINE SOLICITATIONS**

1. **Sealed Solicitations**
2. **Execution of Solicitation**
3. **No Offer**
4. **Solicitation Opening**
5. **Prices, Terms and Payment**
 - 5.01 **Taxes**
 - 5.02 **Discounts**
 - 5.03 **Mistakes**
 - 5.04 **Condition and Packaging**
 - 5.05 **Safety Standards**
 - 5.06 **Invoicing and Payment**
 - 5.07 **Annual Appropriations**
6. **Additional Terms and Conditions**
7. **Manufacturers' Name and Approved Equivalents**
8. **Interpretations/Disputes**
9. **Conflict of Interest**
 - 9.01 **County Procedure on Acceptance of Gifts**
 - 9.02 **Contractors Required to Disclose any Gift Giving**
 - 9.03 **Gratuities**
10. **Awards**
11. **Nonconformance to Contract Conditions**
12. **Inspection, Acceptance and Title**
13. **Governmental Restrictions**
14. **Legal Requirements**
15. **Patents and Royalties**
16. **Price Adjustments**
17. **Cancellation**
18. **Abnormal Quantities**
19. **Advertising**
20. **Assignment**
21. **Liability**
22. **Facilities**
23. **Distribution of Certification of Contract**

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS
The following General Terms and Conditions are incorporated by reference (continued).

- 24. **The Successful Bidder(s) must Provide**
- 25. **Addition/deletion of Items**
- 26. **Ordering Instructions**
- 27. **Public Records**
- 28. **Delivery**
- 29. **Samples**
- 30. **Additional Quantities**
- 31. **Service and Warranty**
- 32. **Default**
- 33. **Equal Employment Opportunity**
- 34. **Florida Preference**
- 35. **Contractor Personnel**
- 36. **Award**
- 37. **Uniform Commercial Code**
- 38. **Contractual Agreement**
- 39. **Payment Terms/Discounts**
- 40. **Improper Invoice; Resolution of Disputes**
- 41. **Public Entity Crimes**
- 42. **Suspended and Debarred Vendors**
- 43. **Drug-Free Workplace Form**
- 44. **Information Sheet for Transactions and Conveyances**
- 45. **Copies**
- 46. **License and Certifications** - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations,
URL:<http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html>
- 47. **Execution of Contract**
- 48. **Purchase Order**
- 49. **No Contingent Fees**
- 50. **Solicitation Expenses**
- 51. **On-Line Auction Services**

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

Instructions to Offerors

1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

Specification Number PD 12-13.041, "RE-BID Refuse and Recycling Dumpster Service for Various County Facilities", Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The following policy will apply to all methods of source selection:

Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

Definitions

Blackout period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

SCOPE OF WORK

Escambia County is seeking a company that can provide consistent professional services in providing solid waste container service. The company shall have a solid waste container service. The company shall have a solid waste permit from the County and hold a franchise agreement with Escambia County and the City of Pensacola for municipal solid waste.

2. Procurement Questions

Procurement questions may be directed to Joe Pillitary, CPPO, CPPB, Purchasing Coordinator, (850) 595-4878, Fax: (850) 595-4807, email: joe_pillitary@co.escambia.fl.us. Technical questions may be directed to William Turner, Facilities Management, (850) 595-3190, Fax: (850) 595-3192.

3. Bid Forms

This Solicitation contains a Solicitation, Offer and Award Form and Bid Form which shall be submitted in a sealed envelope, in duplicate with Original signatures in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.

The Offerors Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

4. Pre-Solicitation Conference

A Non-Mandatory Pre-Solicitation Conference will be held at the Purchasing Office, 213 Palafox Place, 2nd Floor, Pensacola, FL 32502 in Conference Room #11.407 on Tuesday, April 30, 2013 at 10:00a.m., CDT.

5. Inspection of Facilities

It is the offeror's responsibility to become fully informed as to where items are to be installed and/or the nature and extent of the work required and its relation to any other work in the area, including possible interference from other site activities. Arrangements for offeror's inspection of facilities and/or activity schedules may be secured from William Turner, phone (850) 595-3190. Failure to visually inspect the facilities may be cause for disqualification of your offer.

6. F.O.B. Point

The F.O.B. point shall be destination within Escambia County. The prices offered shall include all costs of packaging, transporting, delivery and unloading (**this includes inside delivery if requested**) to designated point within Escambia County.

7. Compliance with Occupational Safety and Health

Offeror certifies that all material, equipment, etc., contained in his offer meets all Occupational Safety and Health Administration (OSHA) requirements.

Offeror further certifies that, if he is the awarded vendor, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the vendor.

In compliance with Chapter 442, Florida Statutes, any item delivered under a contract resulting from this solicitation shall be accompanied by a Material Safety Data Sheet (MSDS) The MSDS shall include the following information.

- A. The chemical name and the common name of the toxic substance.
- B. The hazards or other risks in the use of the toxic substance, including:
 - 1. The potential for fire, explosion, corrosiveness and reactivity;
 - 2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substance; and
 - 3. The primary route of entry and symptoms of over exposure.
- C. The proper precautions, handling practices, necessary personal protective equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over exposure.
- D. The emergency procedure for spills, fire, disposal and first aid.
- E. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.
- F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

8. **Safety Regulations**

Equipment shall meet all state and federal safety regulations for grounding of electrical equipment.

9. **Payment**

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
 Attention: Accounts Payable
 221 Palafox Place
 Pensacola, FL 32502

10. **Protection of Property/Security**

The awarded vendor shall provide all barricades and take all necessary precautions to protect buildings and personnel.

All work shall be completed in every respect and accomplished in a professional manner and awarded vendor shall provide for removal of all debris from county property.

The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

The awarded vendor shall at all times guard against injury to Escambia County employees. The vendor shall properly fence and secure the construction site(s) at all times, including evenings and weekends.

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

11. **Emergency Services**

The contractor resulting from this solicitation is for services that are required during **EMERGENCY** situations such as hurricanes, major fires, etc. Time is of the essence during these situations and vendor awarded this contract should be able to be contacted at any time, day or night.

The Bid Form provides for the emergency information to be supplied. Please be sure to include **all** this information when returning your bid.

12. **Permits**

The county and/or its contracted consultant(s) have conducted a review of required permits and fees required to be purchased by the contractor from the county permitting agencies for this specific project and they are listed on the bid/proposal form(s) to the best of our knowledge.

13. **Compliance with Governing Laws and Regulations**

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The offeror should carefully review these requirements which are detailed in this solicitation.

Contract Information

NOTICE

It is the specific legislative intent of the Board of County Commissioners that **NO CONTRACT** under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

14. **Contract Term/Renewal/Termination**

- A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of thirty-six (36) months. The contract may be renewed for two additional twelve (12) months periods, up to a maximum sixty (60) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

- B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an "as needed" basis.
- C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.
- D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice. 16

- E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

15. **Interim Extension of Performance**

After all options have been exercised, and it is determined that interim performance is required to allow for the solicitation and award of a new contract, the County may unilaterally extend the contract for a maximum period of six months. Pricing, delivery and all other terms and conditions of the contract shall apply during this period.

16. **Pricing**

All items sold to the county as a result of this award are subject to post sale audit adjustment. In the event an audit indicates offeror has not honored quoted price lists and discounts, offeror will be liable for any and all overage charges.

17. **Price Adjustment**

The contract resulting from this Solicitation may include provisions for twelve (12) months, price adjustments. Written request for price adjustment may be made every twelve (12) months, no less than 30 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the vendor. All price adjustments shall be reviewed by the County's designated representative. If an adjustment in price is approved, it shall be accomplished by written amendment to this contract and approved by the Board of County Commissioners.

18. **Purchasing Agreements with other Government Agencies**

The submission of any offer in response to this Solicitation constitutes an offer made under the same terms and conditions, for the same contract price, to other governmental agencies within the offeror's area of responsibility, territory, zone, region, etc., unless otherwise stipulated by the offeror on the bid/proposal form.

Each governmental agency desiring to accept these offers, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials ordered and received by it, and no agency assumes any liability by virtue of this offer.

19. **Changes - Service Contracts**

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:

- A. Description of services to be performed.
- B. Time of performance (i.e., hours of the day, days of the week, etc.).
- C. Place of performance of the services.

If additional work or other changes are required in the areas described above, an offer will be requested from the contractor. Upon negotiation of the offer, execution and receipt of the change order, the contractor shall commence performance of the work as specified.

The contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the office of purchasing. If the contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his own risk.

The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

20. **Termination**

- A. The contract may be canceled by the contractor, for good cause, upon ninety (90) days prior written notice.
- B. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.
- C. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

21. **Ordering**

The County will issue release (purchase) orders against the contract on an as needed basis for the supplies or services listed on the bid/proposal form.

The County has adopted the Visa Purchasing Card Program. The Visa Purchasing Card may be used for purchases on an as needed basis, for the supplies or sources listed on the bid/proposal form, for less than \$1000.00 per individual transaction.

The County can issue vouchers for less than \$1000.00 against the contract, on an as needed basis, for the supplies or services listed on the bid/proposal form.

22. **Licenses, Certifications, Registrations**

The offeror shall at any time of bid/proposal submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.

Copies of such licenses, certifications, registrations and any other requirements should be provided with the bid/proposal submission; and, the offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

23. **Permits**

Escambia County permit requirements have been researched and noted as required by law on the bid/proposal form. Permits required by governmental agencies with jurisdiction in addition to or in lieu of shall be the responsibility of the awarded vendor to research and obtain as required to complete this contractual service. Permits are to be amortized into the bid/proposal offered with no additional allowance. These permits shall be readily available for review by the Purchasing Chief or his/her designee and the Construction Manager or his/her designee.

14. **Term of Offer**

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the county within ninety (90) days from the solicitation opening date, the offeror may withdraw his offer or provide a written extension of his offer.

15. **Award**

Award shall be made on an "all-or-none total" basis.

16. **Termination**

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the county's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

17. **Termination (Public Records Request)**

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice,

during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

18. **Quantity**

Escambia County reserves the right to increase or decrease estimated quantities as required. Estimated quantities are shown on the bid/proposal form.

It is understood by all offeror's that these are only estimated quantities and the county is not obligated to purchase any minimum or maximum amount during the life of this contract.

Insurance Requirements

Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services,

work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

Workers Compensation Coverage

The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises,

operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

Excess or Umbrella Liability Coverage

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of \$1,000.
4. Designate Escambia County as the certificate holder as follows:
Escambia County
Attention: Joe Pillitary, CPPO, CPPB
Office of Purchasing, Room 11.101
P.O. Box 1591
Pensacola, FL 32591-1591
Fax (850) 595-4805

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first \$100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

ATTACHMENT A

RE-BID Refuse and Recycling Container Services Scope of Service

This Scope of Service outlines the responsibility of the container service company to furnish all processional services, skilled labor, materials, equipment, tools, insurance, and fees (if necessary) to provide refuse and recycling container services in Escambia County facilities as outlined below, with no guarantee of volume collected.

The County reserves the right to add, delete, change size of container, or frequency at County facilities upon giving the Servicing Company written notice. The Servicing Company will be responsible for all expenses associated with pickup, handling, transportation, processing, and marketing of the materials.

A. Refuse Scope of Service:

The Refuse Technical Advisor is Bill Turner. He can be reached at 850-595-4634.

B. Overview:

The objective is to provide routine service cycles, and additional service calls, as requested under the direction of the Facilities Management Department.

All regular and special service calls will be performed expeditiously, and must not interrupt the normal operations of the Escambia County facilities being served.

All work shall be performed in a safe and effective manner, in accordance with current waste removal services/maintenance procedures, and laws.

C. Service Performance:

The servicing company will perform the following services, but not necessarily limited to:

- (1) Provide, deliver, and maintain the sized containers on site as required by the departments.
- (2) Provide all skilled labor, materials, equipment, tools, insurance, and fees as necessary to pick-up/empty containers per service schedules.
- (3) In the event the Servicing Company is unable to make scheduled pickups in a particular day, Servicing Company shall notify the County Representative by the end of the following business day of any, and all pickups missed and when those pickups will be performed.

D. Refuse Scope of Service (Continued):

E. Service Performance (Continued):

- (4) Insure that all container contents are disposed of using legally sanitary and environmentally acceptable methods, in accordance with all federal, state and local laws, statutes, and ordinances which govern such activities.
- (5) Provide all equipment, and operators to pick-up/ empty containers per service schedules. Additionally, the Servicing Company will provide special collections, when requested by the County.
- (6) The Servicing Company shall maintain a point of contact and phone number to handle, and resolve questions and concerns involving requested services. All calls will be addressed in a timely manner. If the point of contact changes the Service Company will notify the County's Representative the next business day.

F. Containers:

All containers shall be delivered, and maintained in sanitary, mechanically and electrically (as applicable) sound, and aesthetically pleasing physical condition. Servicing company shall provide maintenance, repairs, or replacement containers, as necessary due to loss, physical damage, electrical problems, mechanical failure, and/or related paint needs.

Loading dumpsters and dumpsters with side doors will be provided upon request at no additional cost to the county.

G. Pricing:

The fee charged shall include all costs associated with providing solid waste container service to the county per location. (Container delivery, franchise fees, overhead, landfill disposal fees, permits, gas surcharges, etc.)

H. Franchise and Permits:

The serving company shall maintain a franchise with the City of Pensacola, and Escambia County for hauling municipal solid waste. Additionally, the servicing company shall maintain a current solid waste permit from Escambia County.

1. Refuse Scope of Service (Continued):

F. County Facilities:

The County facilities refuse container sizes and frequency of service requirements are as follows:

Facility	Address	REFUSED	
		Size / Qty	Times per week
Barrineau Park	6055 Barrineau Park Rd	1 - 4 yd	1
Bryneville CC - locking	1725 Hwy 4A	1 - 4 yd	1
Central Office Complex	3363 W. Park Pl	1 - 8 yd	3
Century CH / Substation	Hwy 4 , Century	1 - 8 yd	1
Century EMS	6029 Industrial Blvd.	1 - 2 yd	1
Co. Booking & Detention Fac.	1200 W. Leonard	2 - 8 yd	4
COB Maintenance Shop	2257 N Palafox (S Side)	1 - 4 yd	1
County Courthouse	221 Palafox Place (behind bldg)	1 - 8 yd	3
Davilsville Community Center	10200 Hwy 97, Bratt	1 - 4 yd	1
Ebonwood Community Center	3511 W. Scott St.	1 - 4 yd	1
Englewood Community Center	2751 "H" Street (N Side)	1 - 4 yd	2
Extension Services	3740 Stefanie Rd	1 - 4 yd	1
Facilities Management	100 Blount St.	1 - 8 yd	1
Felix Miga Center-locking	904 N. 507th St.	1 - 8 yd	1
Governmental Complex I (FDOT)	1651 E. Nine Mile Rd	1 - 8 yd	1
Judicial Center	190 Government St (S Lot)	1 - 8 yd	5
Judicial Center	190 Government St (S Lot)	1 - 8 yd	2
Juvenile Justice Center	1800 St. Mary St. (W Side)	1 - 8 yd	2
JJC -Detention Center	1800 W St Mary's (N Side)	1 - 8 yd	4
Langley 4-H Camp	4810 W Nine Mile Rd	1 - 4 yd	1
Lexington Terrace-locking	700 S. Old Coryfield Rd	1 - 4 yd	1
Main Jail - PH I & II	2935 L Street	3 - 8 yd	6
Marie Ella Davis CC-locking	16 Raymond St	1 - 2 yd	1
Marie Young CC	6405 Wagner Rd	1 - 8 yd	1
Molino - Sheriff Sub	5844 N. Hwy 29	1 - 2 yd	1
Molino Tax & Prop. Appraiser	6440 Hwy. 95A	1 - 8 yd	1
Mosquito Control	601 Hwy 297A	1 - 4 yd	1
Oak Grove CC	2550 Hwy 99	1 - 4 yd	1
Public Safety	6575 N "W" St	1 - 8 yd	3
Quintette CC-locking	2990 Quintette Ln	1 - 2 yd	1

1. Refuse Scope of Service:

F. County Facilities (Continued):

Facility	Address	REFUSED	
		Size / Qty	Times per week
Sheriff 4th Precinct	97 Hood Drive	1 - 4 yd	1
Sheriff Central Shipping & Rec.	1600 W. Leonard (print shop) Access by 3101 N. H St	1 - 4 yd	1
Sheriff Evidence Whse-locking	1700 W. Leonard (SE Lot) Access by 3101 N. H St.	1 - 6 yd	1
Sheriff Garage	3101 H St.	1 - 8 yd	2
Sheriff Video Visitation	1190 W. Leonard St. (N Lot)	1 - 6 yd	1
Sheriff Warrington Precinct	30 N. Navy Blvd	1 - 4 yd	1
Sheriff's Admin	1700 W. Leonard (N Side)	1 - 8 yd	4
W St Tax Office	6451 N W Street	1 - 4 yd	1
Walnut Hill CC	7850 Hwy 97	1 - 4 yd	1
Warrington Tag	507 N Navy Blvd	1 - 4 yd	1
Work Release	1211 W Fairfield Dr	1 - 8 yd	3
Employee Health Clinic	2257 N. Baylen	1 - 4 yd	1
Main Library	239 N. Spring St.	1 - 8 yd	1
Tryon Branch Library	1200 Langley Ave	1 - 8 yd	1
Southwest Branch Library	12248 Gulf Beach Hwy	1 - 8 yd	1
Westside Branch Library	1580 W. Cervantes St.	1 - 8 yd	1
Century Branch Library	7991 N. Century Blvd.	1 - 8 yd	1
Genealogy Branch Library	5740 N. 9th Ave.	1 - 8 yd	1
Molino Library-PD by TC & PA	6450 Hwy. 95A		
Bellview VFD	7009 Pine forest Rd.	1 - 2 yd	2
Beulah VFD	6400 W. Nine Mile Rd.	1 - 2 yd	1
Brent VFD	5925 N. "W" St.	1 - 4 yd	1
Cantonment VFD	2.Woodland	1 - 4 yd	1
Century VFD	10 Tedder	1 - 2 yd	1
Ensley VFD	8634 Pensacola Blvd	1 - 2 yd	2
Ferry Pass VFD	2331 E. Johnston Ave	1 - 2 yd	2
Fire Marshall Office	701 Maywood Ave.	1 - 2 yd	1
Innerarity Point VFD	25360 Innerarity Rd.	1 - 2 yd	2
Innerarity Point VFD	25360 Innerarity Rd.	1 - 2 yd	2

1. Refuse Scope of Service:

F. County Facilities (Continued):

Facility	Address	REFUSED	
		Size / Qty	Times per week
Mc David VFD	100 Century Blvd.	1 - 2 yd	1
Molino VFD	1455 Molino Rd.	1 - 2 yd	1
Myrtle Grove VFD	7209 Lillian Hwy.	1 - 2 yd	1
Osceola VFD	2601 Massachusetts	1 - 4 yd	2
Pleasant Grove VFD	9350 Gulf Beach Hwy.	1 - 2 yd	1
Perdido Key VFD	5500 Perdido Key Dr.	1 - 2 yd	1
Walnut Hill VFD	7760 Hwy. 97	1 - 2 yd	1
Warrington VFD	20 Navy Blvd	1 - 4 yd	1
West Pensacola VFD	1700 N. "W" St.	1 - 2 yd	1
Equestrian Center	750 Mobile Hwy	1 - 8 yd	2
Equestrian Center	750 Mobile Hwy	1 - 6 yd	2
Lake Stone	80170 W. Hwy 4	3 - 6 yd	1
John R. Jones Park	55 E. Nine Mile Dr.	1 - 4 yd	1
Brosnaham Park	10370 Ashton Brosnaham Rd.	1 - 8 yd	1
Road Prison	601 Hwy. 297A	2 - 8 yd	5
Firing Range	13011 Beulah Rd.	2 - 8 yd	5

Estimated Quantities for Refuse Containers

Size:	Approximate Quantities:
2 Yard	22
4 Yard	25
6 Yard	7
8 Yard	92

Recyclable Material Container Services Scope of Service

This information outlines the responsibility of the recyclable material container service company to furnish all processional services, skilled labor, materials, equipment, tools, insurance, and fees (if necessary) to provide for the collection, removal, and marketing of recyclable paper products, and the steel, aluminum, and plastic containers commingled in the recycle containers, which are produced by County facilities. The County does not guarantee any specific volume of recyclable material.

2. Recyclable Material Scope of Service:

The Recyclable Technical Advisor is Jim Howes. He can be reached at 850-937-2144.

A. Overview:

One of the main objectives of the County's Resource Conservation policy is to reduce total solid waste output through recycling. Significant quantities of clean computer paper, white copy paper, newsprint, and other paper products are generated at various facilities. The bulk of this material consists of mixed office papers, and corrugated containers, which are commingled in recycling containers with steel, aluminum and plastic.

All regular, and special service calls will be performed expeditiously, and must not interrupt the normal operations of the Escambia County facilities served. The County reserves the right to engage alternate vendors for similar work on an emergency basis. The County's Contract Administrator will determine emergency situations.

B. Recyclable Service Performance:

The servicing company will perform the following services, but not necessarily limited to:

- (1) The servicing company shall provide, deliver, and maintain the sized containers on site as required by the departments.
- (2) Provide all equipment, and operators to pick-up/ empty recyclable containers per service schedules. Additionally, the Servicing Company will provide special collections, when requested by the County.
- (3) Notify the County Representative of any revisions needed to be addressed, such as day of pick-up, size and frequency adjustments.

2. Recyclable Material Scope of Service:

B. Recyclable Service Performance (Continued):

- (4) The County requires the Servicing Company to pickup any unusually large quantities of paper at the County's convenience, upon giving the Servicing Company forty-eight (48) hours notice.
- (5) In the event the Servicing Company is unable to make scheduled pickups on a particular day, the Servicing Company shall notify the County Representative by the end of the following business day of any, and all pickups missed and when those pickups will be performed.
- (6) The Servicing Company will be responsible for all expenses associated with pickup, handling, transportation, processing, and/or marketing of the recyclable materials.
- (7) Containers containing more than the permitted amount of contamination/out throws are not to be collected by the Servicing Company. The Servicing Company shall be responsible for notifying the County Representative when contaminated containers are found.
- (8) The Servicing Company shall maintain a point of contact and phone number to handle, and resolve questions and concerns involving requested services. All calls will be addressed in a timely manner. If the point of contact changes, the Service Company will notify the County's Representative the next business day.
- (9) The Servicing Company shall provide proof to the County the materials collected from the Recycling Program are being recycled.

C. Containers:

All recyclable material containers shall be delivered, and maintained in a sanitary, mechanically and electrically (as applicable) sound, and aesthetically pleasing physical condition. The servicing company shall provide maintenance, repairs, or replacement containers, as necessary due to loss, physical damage, electrical problems, mechanical failure, and/or related paint needs at its cost.

Locking dumpsters and dumpsters with side doors will be provided upon request at no additional cost to the county.

The County reserves the right to accept, or reject containers to be placed in buildings based on size, type, and/or color.

2. Recyclable Material Scope of Service:

C. Containers (Continued):

The Servicing Company shall replace, at his/her own cost and expense, all necessary recyclable material containers, or other acceptable material collection equipment required for this recycling program damaged due to neglect or lost by the Servicing Company. The containers, or material, shall be the same or better quality. Three yard containers will be accepted for containers listed as (4 yd) 4 yard for recycling only.

D. County Facilities:

The County facilities recycling container sizes and frequency of service requirements are as follows:

Facility	Address	RECYCLE	
		Size / Qty	Times per week
Barrineau Park	6055 Barrineau Park Rd	1 - 4 yd	1
Central Office Complex	3363 W. Park Pl	1 - 4 yd	2
Century CH / Substation	Hwy 4 , Century	1 - 4 yd	1
Co. Booking & Detention Fac.	1200 W. Leonard	2 - 6 yd	1
COB Maintenance Shop	2257 N Palafox (S Side)	1 - 4 yd	1
County Courthouse	221 Palafox Place (behind bldg)	1 - 6 yd	1
Englewood Community Center	2751 "H" Street (N Side)	2 - 4 yd	1
Extension Services	3740 Stefanle Rd	1 - 4 yd	1
Facilities Management	100 Blount St.	1 - 6 yd	1
Felix Miga Center-locking	904 N. 507th St.	1 - 4 yd	1
Governmental Complex I (FDOT)	1651 E. Nine Mile Rd	1 - 4 yd	1
Judicial Center	190 Government St (S Lot)	1 - 6 yd	1
Juvenile Justice Center	1800 St. Mary St. (W Side)	1 - 4 yd	1
Main Jail - PH I & II	2935 L Street	1 - 4 yd	1
Marie Young CC	6405 Wagner Rd	1 - 4 yd	1
Molino Tax & Prop. Appraiser	6440 Hwy. 95A	1 - 4 yd	1
Mosquito Control	601 Hwy 297A	1 - 4 yd	1
Public Safety	6575 N "W" St	1 - 6 yd	2

2. Recyclable Material Scope of Service (Continued):

D. County Facilities (Continued):

Facility	Address	RECYCLE	
		Size / Qty	Times per week
Sheriff 4th Precinct	97 Hood Drive	1 - 4 yd	1
Sheriff Central Shipping & Rec.	1600 W. Leonard (print shop) Access by 3101 N. H St	2 - 6 yd	1
Sheriff Warrington Precinct	30 N. Navy Blvd	1 - 4 yd	1
Walnut Hill CC	7850 Hwy 97	1 - 4 yd	1
Work Release	1211 W Fairfield Dr	1 - 4 yd	1
Employee Health Clinic	2257 N. Baylen	1 - 4 yd	1
Main Library	239 N. Spring St.	1 - 4 yd	1
Tryon Branch Library	1200 Langley Ave	1 - 4 yd	1
Southwest Branch Library	12248 Gulf Beach Hwy	1 - 4 yd	1
Westside Branch Library	1580 W. Cervantes St.	1 - 4 yd	1
Century Branch Library	7991 N. Century Blvd.	1 - 4 yd	1
Genealogy Branch Library	5740 N. 9th Ave.	1 - 4 yd	1
Molino Library-PD by TC & PA	6450 Hwy. 95A		
Bellview VFD	7009 Pine forest Rd.	1 - 6 yd	1

Estimated Quantities for Recycling Containers

Size: Approximate Quantities:

4 Yard 26

8 Yard 10

ATTACHMENT B

**RE-BID REFUSED AND RECYCLING DUMPSTER SERVICE FOR
COUNTY FACILITIES**

BID FORM PD 12-13.041

Refuse

Size	Quantity	Monthly Cost Per Unit
2 yard	1	
4 yard	1	
6 yard	1	
8 yard	1	
Total		

Recycling

Size	Quantity	Monthly Cost Per Unit
4 yard	1	
8 yard	1	
Total		

**Monthly
Grand Total**

--

ATTACHMENT B

RE-BID REFUSED AND RECYCLING DUMPSTER SERVICE FOR
COUNTY FACILITIES

BID FORM PD 12-13.041

Refuse

Size	Quantity	Monthly Cost Per Unit
2 yard	1	\$ 619.80
4 yard	1	\$ 1,444.92
6 yard	1	\$ 637.03
8 yard	1	\$11,224.23
Total		\$13,925.98

Recycling

Size	Quantity	Monthly Cost Per Unit
4 yard	1	\$ 568.96
8 yard	1	\$ 474.14
Total		\$ 1,043.10

Monthly
Grand Total

\$14,969.08



EXHIBIT

B



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4408

County Administrator's Report 14. 11.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/10/2013

Issue: Amendment #3 Security Services for Various County Buildings PD 10-11.043

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

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

That the Board approve Amendment #3 to the Agreement for Security Services, PD 10-11.043, to add Armed Security Officers hourly billing rates, as noted below, for Securitas Services, USA, Inc., Contract for Security Services for Various County Buildings, PD 10-11.043, with an effective date of June 11, 2013, and authorize the Chairman to execute the Amendment:

DESCRIPTION

HOURLY BILLABLE RATES

Standard/Overtime

Armed Security Officers

\$20.53/\$30.79

BACKGROUND:

Armed Contract security officers are needed at the primary entrances of each Judicial facility as the entrances are the most vulnerable areas of the facility and due to the unpredictable Judicial dockets, the ECSO Court Security officers are not always available to staff the entrances.

BUDGETARY IMPACT:

NA

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney Kristin Hual prepared the Contract Amendment.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

NA

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will distribute the Amendment.

Attachments

Amendment#3

**AMENDMENT #3 TO THE AGREEMENT FOR SECURITY SERVICES
PD 10-11.043**

THIS IS THE THIRD AMENDMENT TO THE AGREEMENT entered into on the 4th day of August, 2011, between Escambia County, Florida, a political subdivision of the State of Florida, with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as "County") and Securitas Security Services, USA, Inc., a for profit corporation authorized to transact business in the State of Florida (hereinafter referred to as "Contractor"), whose federal Identification number is 71-0912217, and whose principal address is 9013 University Parkway, Suite B, Pensacola, Florida 32514.

WITNESSETH:

WHEREAS, on August 4, 2011, the County entered into an agreement with Contractor for Security Services that was subsequently amended on February 16, 2012, and December 6, 2012; and

WHEREAS, the Parties have agreed to revise Exhibit B relating to Hourly Billable Rates to reflect the hourly billable wage rate for armed security officers; and

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

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

1. That the foregoing recitals are true and correct and incorporated herein by reference.
2. That Exhibit B to the Agreement for Security Services, dated August 4, 2011, as amended on February 16, 2012, and December 6, 2012, is amended to read as follows:

DESCRIPTION	HOURLY BILLABLE RATES
	<u>Standard/Overtime</u>
Standard Security Officers	\$10.85/ \$16.28
Standard Supervisor	\$12.86/ \$19.29
Correctional Officer	\$12.52
Correctional Officer Supervisor	\$N/A
<u>Armed Security Officers</u>	<u>\$20.53/ \$30.79</u>

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

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

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County through its Board of County Commissioners, signing by and through its Chairman, authorized to execute same by Board action on the _____ day of _____ 2013, and Securitas Security Services, USA, Inc., by and through its Area Vice President.

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Gene M. Valentino, Chairman

Date: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

Approved as to form and legal
sufficiency.

By/Title: Kellie D. ACA
Date: 5/29/13

CONTRACTOR:
SECURITAS SECURITY SERVICES, USA,
INC.

By: _____
Robert Bullock, Area Vice President

ATTEST:

By: _____
Corporate Secretary

(SEAL)



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4308

County Administrator's Report 14. 12.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/10/2013

Issue: FDEM Federal Fiscal Year 2010 Homeland Security Grant

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the State of Florida, Division of Emergency Management, Federal Fiscal Year 2010 Homeland Security Grant - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the State of Florida, Division of Emergency Management (FDEM), Federal Fiscal Year 2010 Homeland Security Grant Program Contract #13-DS-9Z-01-27-01-XXX, Federally-Funded Subgrant Agreement, allocating to Escambia County a Grant totaling \$41,093.22, for the period of October 1, 2010, through June 30, 2013:

- A. Accept the FDEM Agreement allocating Grant funding that will be identified in Fund 110, Other Grants and Projects, Cost Center 330459 (Revenue Account 334252);
- B. Authorize the Chairman or Vice-Chairman to sign the Grant Agreement; and
- C. Authorize the County Administrator to execute any Grant-associated document as required to implement this Grant Agreement.

BACKGROUND:

Escambia County Division of Emergency Management has been able to secure residual State allocated Fiscal Year 2010 Federal Domestic Security funding in the amount of \$41,093.22 for the purchase of Emergency Operations Center furniture enhancements. The grant has no local match requirements. The grant period of performance is from October 1, 2010, through June 30, 2013.

BUDGETARY IMPACT:

These federal funds are designed as a reimbursement program to the Division of Emergency Management for costs associated with the purchase of Emergency Operations Center furniture enhancements. The grant has no local match requirement. Administration fees are not specifically identified. The \$41,093.22 in grant funds will be identified in Fund 110, Cost Center 330459, Revenue Account 334252.

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Board's Competitive Grant Application Policy and FDEM guidelines.

IMPLEMENTATION/COORDINATION:

John Dosh, Division of Emergency Management Manager, will oversee the implementation upon approval of the grant agreement. Coordination of this grant will be between FDEM and the Escambia County Division of Emergency Management, and to include any other organization or agency identified for the grant implementation.

Attachments

13-DS-9Z-01-27-01-XXX

FEDERALLY-FUNDED SUBGRANT AGREEMENT

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and Escambia County, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and

B. The Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Recipient agree to the following:

(1) SCOPE OF WORK.

The Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

The Recipient and the Division shall be governed by applicable State and Federal laws, rules and regulations, including those identified in Attachment B.

(3) PERIOD OF AGREEMENT.

This Agreement shall begin October 1, 2010 and shall end June 30, 2013, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATION OF CONTRACT

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal OMB Circular No. A-102, "Common Rule: Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost Principles for State, Local and Indian

Tribal Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Non-profit Organizations."

(b) The Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, and the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five years from the date the audit report is issued, and shall allow the Division or its designee, the State Chief Financial Officer or the State Auditor General access to the records upon request. The Recipient shall ensure that audit working papers are available to them upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Division. 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 extends 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.

(c) The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

(d) The Recipient, 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 Division, its employees, and agents. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Division.

(6) AUDIT REQUIREMENTS

(a) The Recipient 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 reasonable times for inspection, review, or audit by state personnel and other personnel authorized by the Division. "Reasonable" shall ordinarily mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) The Recipient shall provide the Division with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

(d) If the Recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised, and in the event that the Recipient expends \$500,000 or more in Federal awards in its

fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement shows the Federal resources awarded through the Division 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 Division. The determination of amounts of Federal

awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this paragraph.

In connection with the audit requirements addressed in this Paragraph 6 (d) above, the Recipient shall fulfill the requirements for auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the Recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Recipient expends less than \$500,000 in Federal awards in its fiscal year and chooses 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 funds.

(e) Send copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by subparagraph (d) above, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Recipient to:

The Division at the following address:

Division of Emergency Management
Office of Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

Send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at

<http://harvester.census.gov/fac/collect/ddeindex.html>

and to any other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

(f) Pursuant to Section .320 (f), OMB Circular A-133, as revised, the Recipient shall send a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to the Division at the following address:

Division of Emergency Management
Office of Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(g) By the date due, send any reports, management letter, or other information required to be submitted to the Division pursuant to this Agreement in accordance with OMB Circular A-133, Florida Statutes, and

Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(h) Recipients should state the date that the reporting package was delivered to the Recipient when submitting financial reporting packages to the Division for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General,

(i) If the audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Recipient of such non-compliance.

(j) The Recipient shall have all audits completed by an independent certified public accountant (IPA), either a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Recipient's fiscal year.

(7) REPORTS

(a) The Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Recipient and all subrecipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

(b) Quarterly reports are due to the Division no later than 30 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

(c) The close-out report is due 60 days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever first occurs.

(d) If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (11) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

(e) The Recipient shall provide additional program updates or information that may be required by the Division.

(f) The Recipient shall provide additional reports and information .

(8) MONITORING.

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and

other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement, and reported in the quarterly report.

In addition to reviews of audits conducted in accordance with paragraph (6) above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

(9) LIABILITY

(a) Unless Recipient is a State agency or subdivision, as defined in Section 768.28, Fla. Stat., the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

(b) Any Recipient which is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Fla. Stat. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(10) DEFAULT.

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (11). However, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If material adverse changes occur in the financial condition of the Recipient at any time during the term of this Agreement and the Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division.

(c) If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information;

(d) If the Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(11) REMEDIES.

If an Event of Default occurs, then the Division may, after thirty calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that the Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (13) herein;

(b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Require that the Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

(e) Exercise any corrective or remedial actions, to include but not be limited to:

1. Request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

2. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

3. Advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

4. Require the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

(f) Exercise any other rights or remedies which may be available under law.

(g) Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Recipient.

(12) TERMINATION.

(a) The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.

(b) The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty calendar day's prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

(d) In the event that this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Recipient. The Division may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due the Division from the Recipient is determined.

(13) NOTICE AND CONTACT.

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative named below, at the address below, and this notification attached to the original of this Agreement.

(b) The name and address of the Division contract manager for this Agreement is:

Nikki Hines
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: 850-413-9894
Fax: 850-922-8689
Email: nikki.hines@em.myflorida.com

(c) The name and address of the Representative of the Recipient responsible for the administration of this Agreement is:

John Dosh, Manager
Division of Emergency Management
Escambia County
6575 North "W" Street
Pensacola, Florida 32505
Telephone: 850-471-6409
Fax: 850-471-6455
Email: JSDOSH@myescambia.com

(d) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as outlined in (13)(a) above.

(14) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Recipient shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Fla. Stat.

(15) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(16) ATTACHMENTS

- (a) All attachments to this Agreement are incorporated as if set out fully.
- (b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(c) This Agreement has the following attachments:

Exhibit 1 - Funding Sources

Attachment A – Budget and Scope of Work

Attachment B – Program Statutes, Regulations and Special Conditions

Attachment C – Justification of Advances

Attachment D – Warranties and Representations

Attachment E – Certification Regarding Debarment

Attachment F – Statement of Assurances

Attachment G – Reimbursement Checklist

(17) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed \$41,093.22, subject to the availability of funds.

(b) 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 (12)(b) 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 C. Attachment C 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.

(c) After the initial advance, if any, payment shall be made on a reimbursement basis as needed. The Recipient agrees to expend funds in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(d) 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 7 of this Agreement.

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 subparagraph (19)(h) 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.

(18) REPAYMENTS

All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management" and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

In accordance with Section 215.34(2), Fla. Stat., if a check or other draft is returned to the Division for collection, Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(19) MANDATED CONDITIONS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or

any material changes shall, at the option of the Division and with thirty days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

(c) Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

(d) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(e) The Recipient 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 employment, public accommodations, transportation, State and local government services, and telecommunications.

(f) Those who have 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 \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(g) Any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, 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 proposal been convicted of or had a civil judgment rendered against them for 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; 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;

3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 19(g)2. of this certification; and

4. 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.

If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

In addition, the Recipient shall send to the Division (by email or by facsimile transmission) the completed “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion” (Attachment E) for each intended subcontractor which Recipient plans to fund under this Agreement. The form must be received by the Division before the Recipient enters into a contract with any subcontractor.

(h) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Fla. Stat. or the Florida Constitution.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

(j) Any bills for travel expenses shall be submitted in accordance with Section 112.061, Fla. Stat.

(k) The Division reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Fla. Stat., which the Recipient created or received under this Agreement.

(l) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

(m) The State of Florida 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 Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

(n) The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Fla. Stat.) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Fla. Stat.

(o) All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

(20) LOBBYING PROHIBITION

(a) No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Recipient 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 Recipient, 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 Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

3. The Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose.

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.

(21) COPYRIGHT, PATENT AND TRADEMARK

ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

(a) If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name.

Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

(c) Within thirty days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

(22) LEGAL AUTHORIZATION.

The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that it's governing body has authorized the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

(23) ASSURANCES.

The Recipient shall comply with any Statement of Assurances incorporated as Attachment F.

- The rest of this page intentionally left blank -

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

RECIPIENT:

**BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY**

Gene M. Valentino, Chairman

Date: _____
FID# 59-6000598

Date Executed: _____
Date BCC Approved: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

Approved as to form and legal
sufficiency.

By/Title: [Signature] ACF
Date: 5/2/13

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

By: _____
Name and Title: Bryan Koon, Director
Date: _____

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE RECIPIENT UNDER THIS AGREEMENT:

NOTE: If the resources awarded to the Recipient are from more than one Federal program, provide the same information shown below for each Federal program and show total Federal resources awarded.

Federal Program

Federal agency: State Homeland Security

Catalog of Federal Domestic Assistance title and number: 97.067

Award amount: \$ 41,093.22

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

NOTE: If the resources awarded to the Recipient represent more than one Federal program, list applicable compliance requirements for each Federal program in the same manner as shown below.

Federal Program:

List applicable compliance requirements as follows:

1. *First applicable compliance requirement (e.g., what activities/services/purposes the federal resources must be used for):* _ Recipient is to use funding to perform the following eligible activities as identified in the United States Department of Homeland Security, Federal Emergency Management Agency, National Preparedness Directorate Fiscal Year 2012-13 State Homeland Security Grant Program (SHSGP), consistent with the Department of Homeland Security State Strategy.
2. *Second applicable compliance requirement (e.g., eligibility requirements for recipients of the resources: __*
Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5) (a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Recipient.

Proposed Program Budget

- ✚ Below is a general budget which outlines eligible categories and their allocation under this award. The Recipient is to utilize the "Proposed Program Budget" as a guide for completing the "Budget Detail Worksheet" below.
- ✚ The equipment category will require a "Detailed Budget Worksheet" including the proposed equipment to be purchased and the corresponding Authorized Equipment List (AEL) reference number. The AEL can be found at www.rkb.us.
- ✚ The transfer of funds between the categories listed in the "Proposed Program Budget" is permitted. However, the transfer of funds between Issues is strictly prohibited.
- ✚ However, at the discretion of the Recipient, funds allocated to Management and Administration costs (as described in the "Proposed Program Budget") may be put towards Programmatic costs instead. However, no more than 3% of each Recipients' total award may be expended on Management and Administration costs.

Grant	Recipient Agency	Category	Amount Allocated
FY 2010 Residual- State Homeland Security Grant Program	Escambia County	EOC Enhancements	\$41,093.22
		Management and Administration (the dollar amount which corresponds to 3% of the total local agency allocation is shown in the column on the right).	\$ 0.00
Total Award		\$41,093.22	

Budget Detail Worksheet

The Recipient is required to provide a completed budget detail worksheet, to the Division, which accounts for the total award as described in the "Proposed Program Budget".

If any changes need to be made to the "Budget Detail Worksheet", after the execution of this agreement, contact the grant manager listed in this agreement via email or letter.

Eligible Equipment Acquisition Costs The table below highlights the allowable equipment categories for this award. A comprehensive listing of these allowable equipment categories, and specific equipment eligible under each category, can be found on the web-based Authorized Equipment List at: http://www.rkb.us ➤ Click on "Authorized Equipment List (AEL)" ➤ If you wish to purchase a piece of equipment from any category below, then, in the space given below that category, put the "AEL item number" and "title"	Quantity	Unit Cost	Total Cost	Issue Number
Personal protective equipment				
Explosive device mitigation and remediation equipment				
CBRNE operational search and rescue equipment				
Information technology				
Cyber security enhancement equipment				
Interoperable communications equipment				
Detection Equipment				
Decontamination Equipment (HSGP only)				
Medical supplies				
Power equipment				
CBRNE reference materials				
CBRNE incident response vehicles				
Terrorism incident prevention equipment				

Physical security enhancement equipment				
Inspection and Screening systems				
Agriculture Terrorism Prevention, Response, and Mitigation Equipment (HSGP only)				
CBRNE Prevention and Response watercraft				
CBRNE Aviation Equipment				
CBRNE logistical support equipment				
Intervention equipment				
Other authorized equipment costs (include any construction or renovation costs in this category; Written approval must be provided by FEMA prior to the use of any funds for construction or renovation)				
AEL# 21GN-00-OCEQ, Equipment and Supplies, Information/Emergency Operations/Fusion Centers and AEL#21GN-00-INST-Installation	various	various	\$ 41,093.22	Residual
Personnel				
Up to 50 percent of total program funds may be used for personnel and personnel-related activities				
Eligible Management and Administration Costs	Quantity	Unit Cost	Total Cost	Issue Number
Hiring of full-time or part-time staff or contractors/consultants: + To assist with the management of the respective grant program + To assist with application requirements of the grant program + To assist with the compliancy with reporting and data collection as it may relate to the grant program				
Development of operating plans for information collection and processing necessary to respond to DHS/ODP data calls.				
Overtime and backfill costs – Overtime expenses are defined as the result of personnel who worked over and above their normal scheduled daily or weekly worked time in the performance of FEMA – approved activities. Backfill Costs also called “Overtime as Backfill” are defined as expenses from the result of personnel who are working overtime in order to perform the duties of other personnel who are temporarily assigned to FEMA – approved activities outside their core responsibilities. Neither overtime nor backfill expenses are the result of an increase of Full – Time Equivalent (FTEs) employees. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 pm to 5:00 pm), even though such work may benefit both activities. Fringe benefits on overtime hours are limited to Federal Insurance Contributions Act (FICA), Workers’ Compensation and Unemployment Compensation.				
Travel expenses				
Meeting-related expenses (For a complete list of allowable meeting-related expenses, please review the <i>OJP Financial Guide</i> at http://www.ojp.usdoj.gov/FinGuide).				

Acquisition of authorized office equipment , including personal computers, laptop computers, printers, LCD projectors, and other equipment or software which may be required to support the implementation of the homeland security strategy.				
The following are allowable only within the contract period: ✦ Recurring fees/charges associated with certain equipment, such as cell phones, faxes, etc. ✦ Leasing and/or renting of space for newly hired personnel to administer programs within the grant program.				

B. Scope of Work

Funding is provided to perform eligible activities as identified in the Domestic Homeland Security –Federal Emergency Management Agency National Preparedness Directorate Fiscal Year 2010 State Homeland Security Grant Program (SHSGP), consistent with the Department of Homeland Security State Strategy. Eligible activities are outlined in the Scope of Work for each category below:

I. Project Description

EOC Enhancements

A. Equipment Acquisition

The 21 allowable prevention, protection, response, and recovery equipment categories and equipment standards for FY 2010 HSGP are listed on the web-based version of the Authorized Equipment List (AEL) on the Responder Knowledge Base (RKB), at <https://www.rkb.us>. Unless otherwise stated, equipment must meet all mandatory regulatory and/or DHS-adopted standards to be eligible for purchase using these funds. In addition, agencies will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

The equipment, goods, and supplies ("the eligible equipment") purchased with funds provided under this agreement are for the purposes specified in "Florida's Domestic Security Strategy". Equipment purchased with these funds will be utilized in the event of emergencies, including, but not limited to, terrorism-related hazards. The sub-recipient shall place the equipment throughout the State of Florida in such a manner that, in the event of an emergency, the equipment can be deployed on the scene of the emergency or be available for use at a fixed location within two (2) hours of a request for said deployment. The Florida Division of Emergency Management (FDEM) must approve any purchases of equipment not itemized in a project's approved Initial Strategic Implementation Plan (ISIP) in advance of the purchase.

The sub-recipient will, in accordance with the statewide mutual aid agreement or other emergency response purpose as specified in the "Florida Domestic Security Strategy," ensure that all equipment purchased with these funds is used to respond to any and all incidents within its regional response area as applicable for so long as this Agreement remains in effect. Prior to requesting a response, the FDEM will take prudent and appropriate action to determine that the level or intensity of the incident is such that the specialized equipment and resources are necessary to mitigate the outcome of the incident.

The sub-recipient shall notify the FDEM Office of Domestic Preparedness at 2555 Shumard Oak Blvd., Tallahassee, Florida 32399 one year in advance of the expiration of the equipment's posted shelf-life or normal life expectancy or when it has been expended. The sub-recipient shall notify the FDEM immediately if the equipment is destroyed, lost, or stolen.

The sub-recipient shall not transfer, rent, sell, lease, alienate, donate, mortgage, encumber or otherwise dispose of the eligible equipment without the prior written consent of the FDEM.

B. Management and Administration - no more than 3% of each sub-recipient's total award may be expended on Management and Administration costs.

Hiring of full-time or part-time staff or contractors/consultants:

- To assist with the management of the respective grant program
- To assist with application requirements
- To assist with the compliancy with reporting and data collection requirements

Development of operating plans for information collection and processing necessary to respond to FEMA data calls

Overtime and backfill costs - Overtime expenses are defined as the result of personnel who worked over and above their normal scheduled daily or weekly worked time in the performance of FEMA – approved activities. Backfill Costs also called "Overtime as Backfill" are defined as expenses from the result of personnel who are working overtime in order to perform the duties of other personnel who are temporarily assigned to FEMA – approved activities outside their core responsibilities. Neither overtime nor backfill expenses are the result of an increase of Full – Time Equivalent (FTEs) employees. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 pm to 5:00 pm), even though such work may benefit both activities. Fringe benefits on overtime hours are limited to Federal Insurance Contributions Act (FICA), Workers' Compensation and Unemployment Compensation.

Travel expenses

Meeting-related expenses (For a complete list of allowable meeting-related expenses, please review the OJP Financial Guide at <http://www.ojp.usdoj.gov/FinGuide>).

Acquisition of authorized office equipment, including:

- Personal computers
- Laptop computers
- Printers
- LCD projectors, and
- Other equipment or software which may be required to support the implementation of the homeland security strategy

The following are allowable only within the period of performance of the contract:

- Recurring fees/charges associated with certain equipment, such as cell phones, faxes, etc.
- Leasing and/or renting of space for newly hired personnel during the period of performance of the grant program

C. Unauthorized Expenditures

- Activities unrelated to the completion and implementation of the grant program
- Other items not in accordance with the Authorized Equipment List or previously listed as allowable costs
- Funding may not be used to supplant ongoing, routine public safety activities of state and local emergency responders, and may not be used to hire staff for operational activities or backfill. Funds cannot not replace (supplant) funds that have been appropriated for the same purpose.

D. Construction and Renovation

Use of HSGP funds for construction and renovation is generally prohibited except as outlined below. Such construction and renovation shall be strictly limited and allowable only when it is a necessary component of a security system at critical infrastructure facilities.

Project construction and renovation not exceeding \$1,000,000 is allowable, as deemed necessary. The following types of projects are considered to constitute construction or renovation, and must be submitted to FEMA for compliance review under Federal environmental planning and historic preservation (EHP) laws and requirements prior to initiation of the project:

- Construction and renovation of guard facilities
- Renovation of and modifications, including the installation of security and communication equipment, to buildings and structures that are 50 years old or older
- Any other construction or renovation efforts that change or expand the footprint of a facility or structure, including security enhancements to improve perimeter security.
- Physical security enhancements, including but not limited to:
 - Lighting
 - Fencing
 - Closed-circuit television (CCTV) systems
 - Motion detection systems
 - Barriers, doors, gates and related security enhancements

In addition, the erection of communications towers that are included in a jurisdiction's interoperable communications plan is allowed, subject to all applicable laws, regulations, and licensing provisions. Communication tower projects must be submitted to FEMA for EHP review. Per the Consolidated Security, Disaster Assistance, and Continuing Appropriations Act of 2009 (Public Law 110-329), communications towers are not subject to the \$1,000,000 construction and renovation cap.

Approval Process:

In order for grantees to drawdown funds for construction and renovation costs, the grantee must provide the Division with:

- A description of the asset or facility, asset location, whether the infrastructure is publicly or privately owned, and the construction or renovation project;
- Certification that a facility vulnerability assessment has been conducted
- An outline addressing how the construction or renovation project will address the identified vulnerabilities from the assessment
- Consequences of not implementing the construction or renovation project
- Any additional information requested by FEMA to ensure compliance with Federal environmental and historic preservation requirements

Additional information may also be found on the FEMA's website located at <http://www.fema.gov/plan/ehp/>.

Note: Written approval must be provided by FEMA prior to the use of any funds for construction or renovation.

E. Overtime and Backfill Guidance

Overtime – These expenses are limited to the additional costs which result from personnel working over and above 40 hours of weekly work time as a direct result of their performance of FEMA-approved activities specified in this guidance. Overtime associated with any other activity is not eligible.

Backfill-related Overtime – Also called “Overtime as Backfill,” these expenses are limited to overtime costs which result from personnel who are working overtime (as identified above) to perform the duties of other personnel who are temporarily assigned to FEMA-approved activities outside their core responsibilities. Neither overtime nor backfill expenses are the result of an increase of FTE employees.

F. National Incident Management System (NIMS) Compliance

HSPD-5, “*Management of Domestic Incidents*,” mandated the creation of NIMS and the National Response Plan (NRP). NIMS provides a consistent framework for entities at all jurisdictional levels to work together to manage domestic incidents, regardless of cause, size, or complexity. To promote interoperability and compatibility among Federal, State, local, and tribal capabilities, NIMS includes a core set of guidelines, standards, and protocols for command and management, preparedness, resource management, communications and information management, supporting technologies, and management and maintenance of NIMS. The NRP, using the template established by NIMS, is an all-discipline, all-hazards plan that provides the structure and mechanisms to coordinate operations for evolving or potential Incidents of National Significance, which are major events that “require a coordinated and effective response by an appropriate combination of Federal, State, local, tribal, private sector, and nongovernmental entities.”

The NIMS Integration Center (NIC) recommends **38 NIMS Compliance Objectives** for nongovernmental organizations that support NIMS implementation. These activities closely parallel the implementation activities that have been required of State, territorial, tribal, and local governments since 2004 and can be found at

www.fema.gov/pdf/emergency/nims/ngo_fs.pdf. To integrate nonprofit organizations into the broader national preparedness effort, DHS encourages grantees to consider pursuing these recommended activities.

Additionally, nongovernmental organizations grantees and sub-grantees will be required to meet certain NIMS compliance requirements. This includes all emergency preparedness, response, and/or security personnel in the organization participating in the development, implementation, and/or operation of resources and/or activities awarded through this grant must complete training programs consistent with the NIMS National Standard Curriculum Development Guide. Minimum training includes IS-700 NIMS: An Introduction. In addition, IS-800.a NRP: An Introduction, Incident Command System (ICS-100), Incident Command System (ICS-200), Intermediate Incident Command System (G-300), and Advanced Incident Command System (G-400) are also recommended. For additional guidance on NIMS training, please refer to http://www.fema.gov/emergency/nims/nims_training.shtm.

Additional information about NIMS implementation and resources for achieving compliance are available through the NIMS Integration Center (NIC), at <http://www.fema.gov/emergency/nims/>.

III. Reporting Requirements

1. Quarterly Programmatic Reporting:

The Quarterly Programmatic Report is due within 30 days after the end of the reporting periods (March 30, June 30, September 30 and December 30) for the life of this contract. If a report(s) is delinquent, future financial reimbursements will be withheld until the Recipient’s reporting is current.

Programmatic Reporting Schedule

Reporting Period	Report due to DEM no later than
January 1 through March 31	April 30
April 1 through June 30	July 31
July 1 through September 30	October 31
October 1 through December 31	January 31

2. Programmatic Reporting-BSIR

Biannual Strategic Implementation Report:

After the end of each reporting period, for the life of the contract unless directed otherwise but the SAA, the recipient will complete their Biannual Strategic Implementation Report in the Grants Reporting Tool (GRT) <https://www.reporting.odp.dhs.gov>. The reporting periods are January 1-June 30 and July 1-December 31. Data entry is scheduled for December 1 and June 1 respectively. Future awards and reimbursement may be withheld if these reports are delinquent.

3. Reimbursement Requests:

A request for reimbursement may be sent to your grant manager for review and approval at anytime during the contract period. The Recipient should include the category’s corresponding line item number in the “Detail of

Claims” form. This number can be found in the “Proposed Program Budget”. A line item number is to be included for every dollar amount listed in the “Detail of Claims” form.

4. Close-out Programmatic Reporting:

The Close-out Report is due to the Florida Division of Emergency Management no later than 60 calendar days after the agreement is either completed or the agreement has expired.

5. Monitoring:

**Florida Division of Emergency Management
US Department of Homeland Security Grants Program
Grant Monitoring Process**

Florida has enhanced state and local capability and capacity to prevent, prepare and respond to terrorist threats since 1999 through various funding sources including federal grant funds. The Florida Division of Emergency Management (FDEM) has a responsibility to track and monitor the status of grant activity and items purchased to ensure compliance with applicable SHSGP grant guidance and statutory regulations. The monitoring process is designed to assess a recipient agency’s compliance with applicable state and federal guidelines.

Monitoring is accomplished utilizing various methods including desk monitoring and on-site visits. There are two primary areas reviewed during monitoring activities - financial and programmatic monitoring. Financial monitoring is the review of records associated with the purchase and disposition of property, projects and contracts. Programmatic monitoring is the observation of equipment purchased, protocols and other associated records. Various levels of financial and programmatic review may be accomplished during this process.

Desk monitoring is the review of projects, financial activity and technical assistance between FDEM and the applicant via e-mail and telephone. On-Site Monitoring are actual visits to the recipient agencies by a Division representative who examines records, procedures and equipment.

Frequency of annual monitoring activity:

Each year the FDEM will conduct monitoring for up to 50% of their sub-grantees. It is important to note that although a given grant has been closed, it is still subject to either desk or on-site monitoring for a five year period following closure.

Areas that will be examined include:

Management and administrative procedures;
Grant folder maintenance;
Equipment accountability and sub-hand receipt procedures;
Program for obsolescence;
Status of equipment purchases;
Status of training for purchased equipment;
Status and number of response trainings conducted to include number trained;
Status and number of exercises;
Status of planning activity;
Anticipated projected completion;
Difficulties encountered in completing projects;
Agency NIMS/ICS compliance documentation;
Equal Employment Opportunity (EEO Status);
Procurement Policy

FDEM may request additional monitoring/information if the activity, or lack thereof, generates questions from the region, the sponsoring agency or FDEM leadership. The method of gathering this information will be determined on a case-by-case basis.

Desk monitoring is an on-going process. Recipients will be required to participate in desk top monitoring on an annual basis and as determined by the FDEM. This contact will provide an opportunity to identify the need for technical assistance (TA) and/or a site visit if the FDEM determines that a recipient is having difficulty completing their project.

As difficulties/deficiencies are identified, the respective region or sponsoring agency will be notified by the program office via email. Information will include the grant recipient agency name, year and project description and the nature of the issue in question. Many of the issues that arise may be resolved at the regional or sponsoring agency level. Issues that require further TA will be referred to the FDEM for assistance. Examples of TA include but are not limited to:

- ✚ Equipment selection or available vendors
- ✚ Eligibility of items or services
- ✚ Coordination and partnership with other agencies within or outside the region or discipline
- ✚ Record Keeping
- ✚ Reporting Requirements
- ✚ Documentation in support of a Request for Reimbursement

On-Site Monitoring will be conducted by the FDEM or designated personnel. On-site Monitoring visits will be scheduled in advance with the recipient agency POC designated in the grant agreement.

The FDEM will also conduct coordinated financial and grant file monitoring. These monitoring visits will be coordinated with the capability review visits. Subject matter experts from other agencies within the region or state may be called upon to assist in the form of a peer review as needed.

All findings related to the capability review will be documented and maintained within the FDEM.

On-site Monitoring Protocol

On-site Monitoring Visits will begin with those grantees that are currently spending or have completed spending for that federal fiscal year (FFY). Site visits may be combined when geographically convenient. There is a financial and programmatic on-site monitoring checklist to assist in the completion of all required tasks.

Site Visit Preparation

A letter will be sent to the recipient agency Point of Contact (POC) outlining the date, time and purpose of the site visit before the planned arrival date.

The appointment should be confirmed with the grantee in writing (email is acceptable) and documented in the grantee folder.

The physical location of any equipment located at an alternate site should be confirmed with a representative from that location and the address should be documented in the grantee folder before the site visit.

On-Site Monitoring Visit

Once FDEM personnel have arrived at the site, an orientation conference will be conducted. During this time, the purpose of the site visit and the items FDEM intends to examine will be identified. If financial monitoring visit will be conducted, they will then explain their objectives and will proceed to perform the financial review.

FDEM personnel will review all files and supporting documentation. Once the supporting documentation has been reviewed, a tour/visual/spot inspection of equipment will be conducted.

Each item should be visually inspected whenever possible. Bigger items (computers, response vehicles, etc.) should have an asset decal (information/serial number) placed in a prominent location on each piece of equipment as per recipient agency requirements. The serial number should correspond with the appropriate receipt to confirm purchase. Photographs should be taken of the equipment (large capital expenditures in excess of \$1,000. per item).

If an item is not available (being used during time of the site visit), the appropriate documentation must be provided to account for that particular piece of equipment. Once the tour/visual/spot inspection of equipment has been completed, the FDEM personnel will then conduct an exit conference with the grantee to review the findings.

Other programmatic issues can be discussed at this time, such as missing quarterly reports, payment voucher/reimbursement, equipment, questions, etc.

Post Monitoring Visit

FDEM personnel will review the on-site monitoring review worksheets and backup documentation as a team and discuss the events of the on-site monitoring.

Within 30 calendar days of the site visit, a monitoring report will be generated and sent to the grantee explaining any issues and corrective actions required or recommendations. Should no issues or findings be identified, a monitoring report to that effect will be generated and sent to the grantee. The grantee will submit a Corrective Action Plan within a timeframe as determined by the FDEM. Noncompliance on behalf of sub-grantees is resolved by management under the terms of the Sub grant Agreement.

The On-Site Monitoring Worksheets, the monitoring report and all back up documentation will then be included in the grantee's file.

A. Programmatic Point of Contact

Contractual Point of Contact	Programmatic Point of Contact
Nikki Hines FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850)413-9894 nikki.hines@em.myflorida.com	Jana Smith Program Manager FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 Jana.smith@em.myflorida.com

B. Contractual Responsibilities

- The FDEM shall determine eligibility of projects and approve changes in scope of work.
- The FDEM shall administer the financial processes.

Attachment B
Program Statutes, Regulations and Special Conditions

- 1) 53 Federal Register 8034
- 2) 31 U.S.C. §1352
- 3) Chapter 473, Florida Statutes
- 4) Chapter 215, Florida Statutes
- 5) E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR Part 66, Common rule
- 6) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- 7) Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975
- 8) Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593
- 9) Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.)
- 10) Title I of the Omnibus Crime Control and Safe Streets Act of 1968,
- 11) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- 12) 28 CFR applicable to grants and cooperative agreements
- 13) Omnibus Crime Control and Safe Streets Act of 1968, as amended,
- 14) 42 USC 3789(d), or Victims of Crime Act (as appropriate);
- 15) Title VI of the Civil Rights Act of 1964, as amended;
- 16) Section 504 of the Rehabilitation Act of 1973, as amended;
- 17) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990);
- 18) Title IX of the Education Amendments of 1972;
- 19) Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations,
- 20) 28 CFR Part 42, Subparts C,D,E, and G
- 21) Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part

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Special Conditions

Article I – Financial Guidelines

1. The grantee and any sub grantee shall comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit Requirements. A non-exclusive list of regulations commonly applicable to DHS grants are listed below:

A. Administrative Requirements

1. 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
2. 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)

3. 44 CFR Part 10, Environmental Considerations

B. Cost Principles

1. 2 CFR Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
2. 2 CFR Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
3. 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
4. 48 CFR 31.2, Federal Acquisition Regulations (FAR), Contracts with Commercial Organizations

C. Audit Requirements

1. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations

Article II – Financial Reports (FDEM Form 1 & 2) Required Quarterly

The recipient shall submit the Financial Report (FDEM Form 1 & 2) within 30 days of the end of the first Federal quarter covering the grant period of performance. The recipient shall submit quarterly reports thereafter until the grant ends and final payment is received. Reports are due on January 31, April 30, July 31 and October 30. A report must be submitted for every quarter of the period of performance, including partial calendar quarters, as well as for periods where no grant activity occurs. Future reimbursement requests may be withheld if these reports are delinquent. The Close-Out Report (FDEM Form 5) is due within sixty (60) days after the end date of the performance period.

Article III – Summary Description of Project

The FY 2011 Homeland Security Grant Program (HSGP) funding shall be used for costs related to preparedness activities associated with implementing the State Homeland Security Strategy, any respective Urban Area Security Strategies, and the investments identified during the application period. The HSGP consists of the State Homeland Security Program (SHSP), the Urban Area Security Initiative (UASI), the Citizen Corps Program (CCP), the Metropolitan Medical Response System (MMRS) program, and Operation Stonegarden (OPSG). Together, these programs provide an integrated mechanism to enhance the coordination of National Priority efforts to prevent, respond to, and recover from terrorist attacks, major disasters and other emergencies.

Article IV – National Environmental Policy Act (NEPA)

The recipient shall comply with all applicable Federal, State, and local environment and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains

(11988), Wetlands (11990) and Environmental Justice (12898). Failure of the recipient to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding. Recipient shall not undertake any project having the potential to impact Environmental or Historical Preservation (EHP) resources without the prior approval of FEMA, including but not limited to communication towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Recipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance, and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated prior to the full EHP review could result in a non-compliance finding. For your convenience, here is the screening form link: (The Screening Form is available at: www.fema.gov/doc/government/grant/bulletins/info329_final_screening_memo.doc). For these types of projects, grantees must complete the FEMA EHP Screening Form (OMB Number 1660-0115/FEMA Form 024-0-01) and submit it, will all supporting documentation, to their respective FDEM grant manager for review. Grantees should submit the FEMA EHP Screening Form for each project as soon as possible upon receiving their grant award.

Article V- Specific Acknowledgements and Assurances

All recipients of financial assistance must acknowledge and agree and require any sub-recipients, contractors, successors, transferees, and assignees acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance review or complaint investigation conducted by Florida Division of Emergency Management and Department of Homeland Security.
2. Recipients must give Florida Division of Emergency Management and Department of Homeland Security access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or programs guidance.
3. Recipients must submit timely, complete, and accurate reports to Florida Division of Emergency Management and maintain appropriate back up documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed program guidance.
5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to Florida

Division of Emergency Management and the DHS Office of Civil Rights and Civil Liberties.

6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to Florida Division of Emergency Management which will then be forwarded to DHS Component. The United States has the right to seek judicial enforcement of these obligations.

Article VI – Lobbying Prohibitions

None of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt 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 any Federal action concerning the award or renewal of any Federal contract, grant, loan, cooperative agreement. These lobbying prohibitions can be found at 31 U.S. C. 1352.

Article VII– Acknowledge of Federal Funding from DHS

The recipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2012 Homeland Security Grant Program (HSGP) guidance and application kit. Also recipients will comply to acknowledge Federal funding when issuing statements, press releases, request for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article VIII – Copyright

Recipients will comply with requirements that publications or other exercise copyright for any work first produced under Federal financial assistance awards hereto related unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing first data produces under this award, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, the recipient grants the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works and to authorize others to do so, for Government purposes in all such copyrighted works. The recipient shall affix the applicable copyright notices of 17 U.S.C. 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under an award.

Article IX – Use of DHS Seal, Logo and Flags

Recipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likeness of Coast Guard officials.

Article X– Activities Conducted Abroad

Recipients will comply with requirements that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and those appropriate licenses, permits, or approvals are obtained.

Article XI– Fly America Act of 1974

Recipients will comply with the requirements of the Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

Article XII– GPD – Drug-Free Workplace Regulations

Recipients will comply with the requirements of the Drug-Free Workplace Act of 1988 (41 U.S.C 707 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment. These regulations are codified at 2 CFR 3001.

Article XIII – Trafficking Victims Protection Act of 2000

Recipients will comply with requirements of the government-wide term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim in Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. In accordance with the statutory requirement, in each agency award under which the funding is provided to a private entity, Section 106(g) of the TVPA, as amended, required the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a sub-recipient – (a) Engages in severe forms of trafficking in persons during the period of time that the award is in effect; (b) Procures a commercial sex act during the period of time the award is in effect; or (c) Uses forced labor in the performance of the award or sub-awards under the award. Full text of the award term is provided at 2 CFR 175.15.

Article XIV – Civil Rights Act of 1964

Recipients will comply with the requirements of the title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation, in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Article XV – Civil Rights Act of 1968

Recipients will comply with the requirements of Titles VII of the Civil Rights Act, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwelling, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground floor units in buildings without elevators) be designed and constructed with certain accessible features (see 24 CFR 100.201).

Article XVI – American with Disabilities Act of 1990

Recipients will comply with the requirements of Titles I, II, III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of the public entities, public and private transportation systems, places of the public accommodation, and certain testing entities (42 U.S.C. 12101-12213).

Article XVII – Age Discrimination Act of 1975

Recipients will comply the requirements of the Age discrimination Act of 1975 (42 U.S.C. 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Article XVIII – Title IX of the Education Amendments of 1972

Recipients will comply with the requirements Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.) which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 44 CFR Part 19.

Article XIX– Rehabilitation Act of 1973

Recipients will comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be

denied the benefits of, or be subjected to the discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

Article XX – Limited English Proficiency

Recipients will comply with the requirements of Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with title VI, recipients must take reasonable steps to ensure that LEP persons have meaningful access to your programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encounters both in developing budgets and in conducting programs and activities. For assistance and information regarding LEP obligations, go to <http://www.lep.gov>.

Article XXI– Animal Welfare Act of 1966

Recipients will comply with the requirements of the Animal Welfare Act, as amended (7 U.S.C. 2131 et seq.), which requires that minimum standards of care and treatment be provided for vertebrate animals bred for commercial sale, used in research, transported for commercial sale, or exhibited to the public. Recipients must establish appropriate policies and procedures for the humane care and use of animals based on the Guide for the Care and Use of Laboratory Animals and comply with the Public Health Service Policy and Government Principles Regarding the Care and Use of Animals.

Article XXII – Clean Air Act of 1970 and Clean Air Act of 1977

Recipients will comply with the requirements of 42 U.S.C. 7401 et seq. and Executive Order 11738, which provides for the protection and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintain the chemical, physical, and biological integrity of the nation's waters is considered research for other purposes.

Article XXIII– Protection of Human Subjects

Recipients will comply with requirements of the Federal regulations at 45 CFR Part 46, which requires recipients to comply with the applicable provisions/law for protection of human subjects for purposes of research. Recipients must also comply with the requirements of DHS Management Directive 026-04, Protection of Human Subjects, prior to implementing any work with human subjects. For purposes of 45 CFR Part 46, research means a systematic investigation, including research, development, testing, and evaluation, designed to develop or contribute to general knowledge. Activities that meet this definition constitutes research for purposes of this policy, whether or not they are conducted or supported under a program that is considered research for other purposes. The regulations specify additional protections for

research involving human fetuses, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). The use of autopsy materials is governed by applicable state and local law and is not directly regulated by 45 CFR Part 46.

Article XXIV– National Flood Insurance Act of 1968

Recipients will comply with the requirements of Section 1306(c) of the National Flood Insurance Act, as amended, which provided for benefit payments under the Standard Flood Insurance Policy for demolition or relocation of a structure insured under the Act that is located along the shore of a lake or other body of water and that is certified by an appropriate State or local land use authority to be subject to imminent collapse or subsidence as a result of erosion or undermining caused by waves exceeding anticipated cyclical levels. These regulations are codified at 44 CFR Part 663.

Article XXV– Flood Disaster Protection Act of 1973

Recipients will comply with the requirements of the Flood Disaster Act of 1973, as amended (42 U.S.C. 4001 et seq.), which provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in identified flood-prone communities in the United States, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within one year of the identification. The flood insurance purchase requirement applies to both public and private applicants for DHS support. Lists of flood prone areas that are eligible for flood insurance are published in the Federal Registry by FEMA.

Article XXVI – Coastal Wetlands Planning, Protection, and Restoration Act of 1990

Recipients will comply with the requirements of Executive Order 1190, which provides that federally funded construction and improvements minimize the destruction, loss or degradation of wetlands. The Executive Order provides that, in furtherance of Section 101(b) (3) of NEPA (42 U.S.C. 4331(b) (3)), Federal agencies, to the extent permitted by law, must avoid undertaking or assisting with new construction located in wetlands unless the head of the agency finds that there is no practicable alternative to such construction, and that the proposed action includes all practicable measures to minimize harm to wetlands that may result from such use. In making this finding, the head of the agency may take into account economic, environmental, and other pertinent factors. The public disclosure requirement described above also pertains to early public review of any plans or proposals for new construction in wetlands. This is codified at 44CFR Part 9.

Article XXVII – USA Patriot Act of 2001

Recipients will comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. 175-175c. Among other things, it prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful

purpose. The act also establishes restrictions on access to specified materials. “Restricted persons,” as defined by the act, may not possess, ship, transport, or receive any biological agent or toxin that is listed as a select agent.

Attachment C

JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT:

Indicate by checking one of the boxes below if you are requesting an advance. If an advance payment is requested, budget data on which the request is based must be submitted. Any advance payment under this Agreement is subject to s. 216.181(16), Florida Statutes. The amount which may be advanced shall not exceed the expected cash needs of the Recipient within the initial three months of the Agreement.

☐ **NO ADVANCE REQUESTED**

No advance payment is requested. Payment will be solely on a reimbursement basis. No additional information is required.

☐ **ADVANCE REQUESTED**

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.

ADVANCE REQUEST WORKSHEET

If you are requesting an advance, complete the following worksheet

DESCRIPTION		(A) FFY 20__	(B) FFY 20__	(C) FFY 20__	(D) Total
1	INITIAL CONTRACT ALLOCATION				
2	FIRST THREE MONTHS CONTRACT EXPENDITURES¹				
3	AVERAGE PERCENT EXPENDED IN FIRST THREE MONTHS (Divide line 2 by line 1.)				

¹ First three months expenditures need only be provided for the years in which you requested an advance. If you do not have this information, call your consultant and they will assist you.

MAXIMUM ADVANCE ALLOWED CALULATION:

$$\begin{array}{ccccc}
 \text{_____} & \times & \$ & \text{_____} & = & \text{_____} \\
 \text{Cell D3} & & & \text{DEM Award} & & \text{MAXIMUM} \\
 & & & \text{(Do not include any match)} & & \text{ADVANCE}
 \end{array}$$

REQUEST FOR WAIVER OF CALCULATED MAXIMUM

- [] Recipient has no previous DEM/DCA contract history. Complete Estimated Expenses chart and Explanation of Circumstances below.
- [] Recipient has exceptional circumstances that require an advance greater than the Maximum Advance calculated above.

Complete estimated expenses chart and Explanation of Circumstances below. Attach additional pages if needed.

ESTIMATED EXPENSES

BUDGET CATEGORY	20____-20____ Anticipated Expenditures for First Three Months of Contract
ADMINISTRATIVE COSTS (Include Secondary Administration.)	
PROGRAM EXPENSES	
TOTAL EXPENSES	

Explanation of Circumstances:

Attachment D
Warranties and Representations

Financial Management

Recipient's financial management system must include the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request for Payment. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, and invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

Code of conduct

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from 8:00 am-5:00 pm Monday-Friday excluding holidays.

Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

Attachment E

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Subcontractor Covered Transactions

- (1) The prospective subcontractor of the Recipient, _____, 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 Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

By: _____

Signature

Recipient's Name

Name and Title

DEM Contract Number

Street Address

City, State, Zip

Date

Attachment F

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. Also the Applicant assures and certifies that:

1. 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.
2. 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.)
3. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.
4. 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.
5. 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.
6. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
7. It will insure 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.
8. 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.
9. 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.

10. It will comply, and assure the compliance of all its sub grantees 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.

11. 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.

12. 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.

13. 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.

14. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.

15. It will comply with 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.

16. 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 G
Reimbursement Checklist

Please Note: FDEM reserves the right to update this check list throughout the life of the grant to ensure compliance with applicable federal and state rules and regulations.

Equipment

- ☐ 1. Have all invoices been included?
- ☐ 2. Has an AEL # been identified for each purchase?
- ☐ 3. If service/warranty expenses are listed, are they only for the performance period of the grant?
- ☐ 4. Has proof of payment been included? (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card company for that statement)
- ☐ 5. If EHP form needed – has copy of it and approval from State/DHS been included?

Planning

Consultants/Contractors (Note: this applies to contractors also billed under Organization)

- ☐ 1. Does the amount billed by consultant add up correctly?
- ☐ 2. Has all appropriate documentation to denote hours worked been properly signed?
- ☐ 3. Have copies of all planning materials and work product (e.g. meeting documents, copies of plans) been included? (If a meeting was held by recipient or contractor/consultant of recipient, an agenda and signup sheet with meeting date must be included).
- ☐ 4. Has the invoice from consultant/contrator been included?
- ☐ 5. Has proof of payment been included? (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card Company for that statement).
- ☐ 6. Has Attachment E (found within Agreement with FDEM) been completed for this consultant and included in the reimbursement package?

Salary Positions (Note: this applies to positions billed under M&A and Organization as well)

- ☐ 1. Have the following been provided: signed time sheet by employee and supervisor and proof that employee was paid for time worked (statement of earnings, copy of payroll check or payroll register)? Has a time period summary sheet been included for total claimed amount?
- ☐ 2. Does the back-up documentation provided match the time period for which reimbursement is being requested?

Training

- ☐ 1. Is the course DHS approved? Is there a course or catalog number? If not, has FDEM approved the non-DHS training? Is supporting documentation included your reimbursement request?
- ☐ 2. Have sign-in sheets, rosters and agenda been provided?
- ☐ 3. If billing for overtime and/or backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at training, hourly rate and total amount paid to each attendee? Have print outs from entity's financial system been provided as proof attendees were paid? For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?
- ☐ 4. Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom training reimbursement costs are being sought?
- ☐ 5. Has any expenditures occurred in support of the training (e.g., printing costs, costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment)? If so, receipts and proof of payment must be submitted. (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card Company for that statement).

Exercise

- ☐ 1. Has documentation been provided on the purpose/objectives of the exercise? Such as, SITMAN/EXPLAN.
- ☐ 2. If exercise has been conducted - has after-action report been included? Have sign-in sheets, agenda, rosters been provided?
- ☐ 3. If billing for overtime and backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at exercise, hourly rate and total paid to each attendee? Have print outs from entity's financial system been provided to prove attendees were paid? For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?
- ☐ 4. Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom exercise reimbursement costs are being sought?
- ☐ 5. Has any expenditures occurred on supplies (e.g., copying paper, gloves, tape, etc) in support of the exercise? If so, receipts and proof of payment must be submitted. (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation to include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card Company for that statement).
- ☐ 6. Has any expenditures occurred on rental of space/locations for exercises planning and conduct, exercise signs, badges, etc.? If so, receipts and proof of payment

must be submitted. (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation to include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card Company for that statement).

Travel/Conferences

- ☐ 1. Have all receipts been turned in such as: airplane receipts, proof of mileage, toll receipts, hotel receipts, car rental receipts, registration fee receipts and parking receipts? Are these receipts itemized? Do the dates of the receipts match the date(s) of travel/conference? Does the hotel receipt have a zero balance? If applicable, have a travel authorization and travel reimbursement form been included to account for per diem, mileage and other travel expenses which have been reimbursed to the traveler by sub grantee?
- ☐ 2. If travel is a conference has the conference agenda been included?
- ☐ 3. Has proof of payment to traveler been included? (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or copy of payroll check if reimbursed through payroll).

Organization

- ☐ 1. If billing for overtime and backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at EOC, hourly rate and total paid to each attendee? Have print outs from entity's financial system been provided to prove attendees were paid? For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?

Matching Funds

- ☐ 1. Contributions are from Non Federal funding sources.
- ☐ 2. Contributions are from cash or in-kind contributions which may include training investments.
- ☐ 3. Contributions are not from salary, overtime or other operational costs unrelated to training.

For All Reimbursements - The Final Check

- ☐ 1. Have Forms 3, 4a, 4b and 4c been completed and included with each request for reimbursement?
- ☐ 2. Have the costs incurred been charged to the appropriate POETE category?
- ☐ 3. Does the total on Form 3 match the totals on Forms 4a, 4b and 4c?
- ☐ 4. Has Form 3 been signed by the Grant Manager?
- ☐ 5. Has the reimbursement package been entered into sub grantee's records/spreadsheet?
- ☐ 6. Have the quantity and unit cost been notated on Form 4b?



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4368

County Administrator's Report 14. 13.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/10/2013

Issue: Computer Aided Dispatch (CAD) System Upgrade

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Upgrade to the Computer Aided Dispatch System - Michael D. Weaver, Public Safety Department Director

That the Board approve the issuance of a Purchase Order to Infor Public Sector, Inc., in the amount of \$144,300, to upgrade the Computer Aided Dispatch (CAD) System to the SQL Server platform, for the Escambia County Emergency Communications Center.

[Funding Source: Fund 001, General Fund, Cost Center 330403, (Emergency) Communications]

BACKGROUND:

Our current text-based Computer Aided Dispatch (CAD), 1990 technology, uses an IBM UniData database that is not compatible with any other Escambia County database. Our CAD provider, Infor Public Sector, Inc. (a successor to Enroute Emergency Systems LLC and Geac Public Safety, Inc.), is now only developing and maintaining graphical products that utilize SQL, the industry standard. Additionally, moving to the SQL Server platform will provide a projected annual maintenance cost savings. Fiscal Year 2014 maintenance cost for existing CAD is estimated at \$79,000. Switching to SQL would reduce maintenance cost to \$58,000. This is due to UniData licenses being required for each position programmed. SQL requires only one license.

BUDGETARY IMPACT:

Funds are available in Fund 001 General, Cost Center 330403 (Emergency) Communications

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4352

County Administrator's Report 14. 14.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/10/2013

Issue: Navy Federal Credit Union (NFCU) Rebate

From: George Touart, Interim County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Navy Federal Credit Union Rebate - George Touart, Interim County Administrator

That the Board approve a rebate to Navy Federal Credit Union (NFCU), in the amount of \$10,479.26, authorized by Escambia County Ordinance 2007-56, and approved by the Board on September 16, 2010. NFCU has completed year four of the criteria established in the Economic Development Agreement, dated April 2, 2009.

[Funds are available in Fund #102, the Economic Development Fund, Cost Center 360704, Account 58201, Aids to Private Organizations]

BACKGROUND:

By adoption of Ordinance 2007-56, Escambia County created the Economic Development Incentive Ordinance now codified in Sections 78-301 through 78-308 of the Escambia County Code of Ordinances. The intent of the Ordinance is to offer additional incentives to attract, retain, and foster the expansion of business enterprises that provide above-average salaries, benefits and employment opportunities to county residents.

Pursuant to Section 78-306, economic incentives offered under this provision shall be in the form of rebates of ad valorem property taxes, development fees, franchise fees, telecommunications taxes, gasoline taxes and any other available unrestricted general fund revenues that have been paid to the county. Said incentives may be available to certain qualifying business enterprises based upon the number of full time jobs and the corresponding average wage of those jobs created within Escambia County.

Pursuant to Section 78-307, a qualified business may be awarded rebates for eligible expenses that were paid to the county for the year the business created the jobs giving rise to the rebate with said amount being paid over a five year period in equal installments. At the end of the five year period, the business may also be awarded a rebate in the amount of any other unreimbursed eligible expenses that were paid to the county in the preceding five years; however, the total rebate paid by the County may not exceed the maximum amount for which the business is eligible and/or the total amount actually paid to the county during the five year period.

In 2009, Navy Federal Credit Union (NFCU) submitted an application seeking qualification for rebates under the foregoing provisions. The application was approved, and on April 2, 2009, the County entered into an Economic Development Agreement with NFCU in which NFCU agreed to add no less than 75 full time employees with an average wage of \$31,500 on or before March 3, 2010. Upon meeting said requirements, the County agreed to pay NFCU rebates in accordance with Ordinance 2007-56 in an amount not to exceed \$305,767.50.

In accordance with the terms of the aforementioned Agreement, NFCU provided the necessary documentation to show compliance with the employment requirements and further provided proof of payment for amounts eligible for reimbursement that were paid to the County during the prior year when NFCU created the jobs. During FY 2009-2010, NFCU paid a total of \$52,396.33 in eligible reimbursable expenses to the County. As provided in the Ordinance, NFCU may be eligible for a rebate in the amount of \$52,396.33 paid in annually in five equal installments of \$10,479.25. Annual payment of said amount will be subject to NFCU providing the necessary documentation showing compliance with the employment requirements and Board approval.

At the end of year five (FY 2013-2014), NFCU may also be eligible for a rebate in the amount of any other unreimbursed eligible expenses that were paid to the County in the preceding five years; however, the total rebate paid by the County may not exceed the maximum amount for which the business is eligible (\$305,767.50) and/or the total amount actually paid to the County during the five year period. Payment of said amounts for additional unreimbursed eligible expenses will be subject to NFCU providing the necessary documentation showing compliance with the employment requirements and Board approval.

BUDGETARY IMPACT:

Funds are available in Fund #102 the Economic Development Fund – Cost Center: 360704, Account: 58201 Aids to Private Organizations.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

NFCU Rebate Program Draw4

INVOICE

DATE: April 25, 2013
INVOICE # 2013-101
FOR: *Economic
Development
Incentive Agreement*

George Touart, County Administrator
Escambia County
221 Palafox Place, Suit 420
Pensacola, FL 32502
Phone 850-595-3935

Make all checks payable to **Navy Federal Credit Union**
If you have any questions concerning this invoice, contact: Janice Kilgore at 850-912-0104 or
Janice_Kilgore@navyfederal.org



April 25, 2013

Ms. Tonya Gant
Escambia County Administration
221 Palafox Place, Suite 420
Pensacola, FL 32502

Dear Ms. Gant:


Navy Federal has completed year four of the five year requirement as noted in the Economic Development Fund Agreement dated April 2, 2009. I have included the following for your review:

- Invoice requesting payment of \$10,479.26
- Summary of permitting fees, taxes and franchise fees paid between March 2012 and March 2013
- Copies of vendor bills showing fees and taxes charged to Navy Federal

I have also provided Scott Luth, Greater Pensacola Chamber, the annual application (electronic version) as required in the agreement.

Please let me know if you need any additional information in order to process payment.

Sincerely,


Janice R. Kilgore
Assistant Vice President
Greater Pensacola Operations

JRK:ccl

c: Scott Luth (Invoice and Summary)



May 13, 2013

Mr. George Touart
County Administrator
221 Palafox Place
Suite 400
Pensacola, FL 32502

RE: Navy Federal Credit Union

Dear Mr. Touart:

On Behalf of the Greater Pensacola Chamber, I hereby certify that Navy Federal Credit Union has met the fourth of five expected annual thresholds for economic development incentive ordinance 2007-56. With this, a cash incentive of \$10,479.26 is currently due to the company at this time.

The Greater Pensacola Chamber is pleased to partner with Escambia County in supporting the continued growth of Navy Federal Credit Union in our community. Please contact me at 438-4081 with any questions you may have.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Hizer".

James N. Hizer, CEcD, CCE
President & CEO

cc: Debbie Calder
Senior Vice President, Greater Pensacola Operations
Navy Federal Credit Union

Tony Gant
Escambia County Administration

Escambia County
Clerk's Original

4/2/2009 CAR T-3

2010-001073 BCC
Sep. 16, 2010 Page 7

**ECONOMIC DEVELOPMENT AGREEMENT BETWEEN ESCAMBIA COUNTY AND
NAVY FEDERAL CREDIT UNION**

THIS AGREEMENT, made and entered into this 2nd day of April,

2009, by and between Escambia County, a political subdivision of the State of Florida, (hereinafter referred to as "County") with administrative offices at 221 Palafox Place, Pensacola, Florida 32502, and Navy Federal Credit Union, a federally chartered credit union (hereinafter referred to as "Navy Federal") with a local office at 5550 Heritage Oaks Drive, Pensacola, Florida 32526.

WITNESSETH:

WHEREAS, the County by adoption of Ordinance No. 2007 - 56 has the power to provide economic incentives to induce private business enterprises to locate and/or expand in Escambia County; and

WHEREAS, the County is authorized by Article VIII, Section 1(f) of the Florida Constitution, Section 125.01(1)(w), Florida Statutes, and Section 125.045 (2) and (3), Florida Statutes, to enter into Economic Development Agreements to cooperatively utilize public funds to achieve the County's economic development goals; and

WHEREAS, the County has indicated a willingness and desire to maintain a stable economy, fortify the tax base and provide a better standard of living for county residents by attracting and retaining business enterprises with above average salaries; and

WHEREAS, it has been determined that Navy Federal currently meets the qualification criteria established in Ordinance 2007-56 and currently qualifies for an economic development incentive refund; and

Verified By: *Ortuno*
Date: 4/6/2009

WHEREAS, it will be mutually beneficial to both parties for the County to offer economic development incentives to achieve the County's economic development goals.

NOW, THEREFORE, in review for compliance of the Economic Development Incentive Ordinance and the Economic Development Incentive Application submitted by Navy Federal, the County will provide incentives requested per guidelines and restrictions established under Ordinance No. 2007-56 as follows:

1. The above recitals are incorporated in this Agreement.
2. Navy Federal agrees to add not less than 75 full time employees and \$2,362,500 in new gross payroll for average salaries of \$31,500 by March 3, 2010.
3. Navy Federal will provide a signed quarterly report to the Pensacola Bay Area Chamber of Commerce identifying statistics, on a non-personally identifiable basis, including current employment, description, position, and wages not including benefits for each.
4. Navy Federal will provide an annual renewal application to the Pensacola Bay Area Chamber of Commerce setting forth any relevant changes or otherwise qualifying all necessary eligibility criteria.
5. County will refund fees and taxes paid to the County by Navy Federal as set forth in Ordinance No. 2007-56 not to exceed \$305,767.50.
6. All increase adjustments and incentives will be made in compliance with the Economic Development Ordinance No. 2007-56, Section 7(A-D), Section 8 (A-E).
7. All decrease adjustment and incentives will be applied annually based on the annual renewal application and annual report information provided.

8. The term of this Agreement shall be for one year commencing March 4, 2009 (Date of Initial Approved Application). The Agreement will be renewed for four (4) succeeding terms of twelve (12) months provided that Navy Federal complies with the terms and conditions of this Agreement and maintains eligibility per the guidelines established under Ordinance No. 2007-56.

9. If a determination of non-compliance is determined the County may dissolve this agreement with notice or allow Navy Federal a designated time to achieve compliance. Determination of actions and penalties for non-compliance will be the sole responsibility of the County.

10. Either party may terminate this Agreement for cause or convenience upon thirty (30) days written notice by the terminating party.

11. Navy Federal shall indemnify, defend and hold harmless the County, 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.

12. This Agreement contains the entire agreement between the parties and no representatives; inducements, promises or other agreements between the parties not contained in this agreement will be of any force and effect.

13. Any amendments to this Agreement shall be in writing and executed by both parties with the same formalities as this Agreement.

14. This Agreement does not constitute a waiver of any local ordinances, codes, or regulations. Should any part, term, or provision of this Agreement conflict with Ordinance 2007-56, the Ordinance shall prevail.

15. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be considered 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.

16. If any part, term or provision of this Agreement is held by the courts to be illegal or in conflict of 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 this Agreement did not contain the particular part, term, or provision held to be invalid.

17. Notices: All notices or other documents required or made pursuant to this Agreement by either party to the other shall be in writing and delivered by hand or by U.S. Postal Service, First Class Mail, postage prepaid, return receipt requested, addressed to the following:

To the Chamber:
Kara Melendez
Pensacola Bay Area
Chamber of Commerce
117 West Garden Street
Pensacola, Florida 32502

To Navy Federal Credit Union:
Deborah Calder
Navy Federal Credit Union
5550 Heritage Oaks Drive
Pensacola, Florida 32526

To the County:
Robert R. McLaughlin
County Administrator
221 Palafox Place
Pensacola, Florida 32502

16. This Agreement shall become effective when filed in the Office of the Clerk of the Circuit Court of Escambia County, Florida. The County shall be responsible for such filing.

IN WITNESS WHEREOF, the parties hereto have made and have executed this Agreement on the respective dates under each signature: Escambia County, Florida, through its Board of County Commissioners signing by and through its Chairman, duly authorized to execute same and Navy Federal, signing by and through its Senior Vice President, duly authorized to execute same.

This document approved as to form and legal sufficiency.

By: Kristin Hual
Title: Asst County Atty
Date: 3/26/09

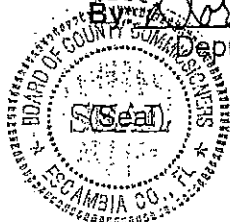
ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Escambia County, Florida, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners.

By: Marie Young
Marie Young, Chairman

BCC Approved: April 2, 2009

By: Aoris Harris
Deputy Clerk



Navy Federal Credit Union: a foreign corporation authorized to conduct business in the State of Florida.

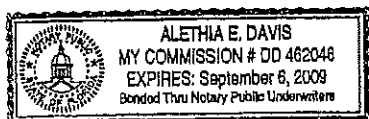
By: Deborah H. Calder
Deborah H. Calder, Senior Vice President, Greater Pensacola Operations

ATTEST:

Date: 4/8/09

By: Alethia E. Davis

(Corporate Seal)





BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4335

County Administrator's Report 14. 15.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/10/2013

Issue: Election System & Software Sales Order Agreement

From: David Stafford, Supervisor of Elections

Organization: Escambia County Super. of Elections

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Sales Order Agreement for Elections System and Software for the Office of the Supervisor of Elections - David H. Stafford, Supervisor of Elections

That the Board take the following action concerning the Sales Order Agreement, for Maintenance, Software License, and Support Services for the Supervisor of Elections Office:

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

B. Authorize the Chairman to execute the Sales Order Agreement.

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

BACKGROUND:

Escambia County currently uses model DS200 Digital Image Scanners to serve the voting community for elections. Currently, there is only one, certified source, Elections System and Software, under Section 101.293 from which such suitable equipment may be obtained to integrate into the County's current voting system. The additional DS200 Scanners and DS850 high speed tabulators with updated programming software will allow additional early vote polling locations to accommodate the voting community and allow multiple tabulation where necessary.

BUDGETARY IMPACT:

Funds are available in Fund 352, LOST III, Cost Center 110267, Object Code 56401, Project #08PF0028

LEGAL CONSIDERATIONS/SIGN-OFF:

The document has been reviewed and approved by the County Attorney's office.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

County Ordinance provides for Board approval of purchases of fifty thousand dollars (\$50,000.00) or greater.

IMPLEMENTATION/COORDINATION:

Upon approval by the Board of County Commissioners, purchase orders will be issued by the Office of Purchasing.

Attachments

Sales Order Agreement

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: ES&S Terms& Agreement

Date: 05/10/2013

Date due for placement on agenda: _____

Requested by David H Stafford

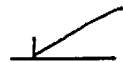
Phone Number: 850.595.3900

.....

(LEGAL DEPARTMENT USE ONLY)

Legal Review by 

Date Received: 5/13/13



Approved as to form and legal sufficiency.

Not approved.

Make subject to legal signoff.

Additional comments:



11208 JOHN GALT BLVD
OMAHA, NE 68137-2364
(402) 593-0101

Sales Order Agreement

Customer Contact, Title: David Stafford - Supervisor of Elections

County Name: Escambia County, Florida

Customer P.O. #: _____

1st Election Date: To be Agreed Upon by the Parties

Estimated Delivery Date: To be Agreed Upon by the Parties

Phone Number: (850) 595-3900

Fax Number: (850) 595-3914

Type of Sale: ☒ NEW

Type of Equip: ☒ NEW ☐ REFURBISHED

Bill To:

Escambia County, Florida

David Stafford - Supervisor of Elections

P.O. Box 12601

Pensacola, FL 32591

Ship To:

Escambia County, Florida

David Stafford - Supervisor of Elections

Voting Equipment Warehouse - 100 E. Bount Street

Pensacola, FL 32591

Item	Description	Qty	Price	Total
1 DS200	Model DS200 Digital Image Scanner with Wireless Modem, Plastic Ballot Box with Steel Door and e-Bit, Reverse Wound Paper Roll, and 4GB Thumb Drive	20	\$6,325.00	\$126,500.00
2 DS850	Model DS850 High Speed Digital Image Scanner with Steel Table, Report Printer, Audit Printer, Battery Backup, Two (2) USB Cables, Three (3) 8GB Thumb Drives, Start-Up Kit, and Dust Cover (Includes: DS850 Initial Annual License Fee)	2	\$111,500.00	\$223,000.00
3 Installation and Training	Installation and Training Fee (1st Model DS850)	1	\$3,500.00	\$3,500.00
4 Installation and Training	Installation and Training Fee (Additional Model DS850)	1	\$1,000.00	\$1,000.00
5 Services	Model DS200 Training	1	\$1,575.00	\$1,575.00
6 Services	Electionware Training	5	\$1,575.00	\$7,875.00
7 Software	UNITY Software Upgrade - Includes: PYO Standard (Base Package)	1		N/C (See Note 1)
8 Other	Model DS200 Wireless Modems (Price does not include data transmission fees)	116	\$575.00	\$66,700.00
9 Trade-In Allowance	Customer Loyalty Discount and Trade-In Allowance for 2 Model 650's			(\$15,000.00)
10 Shipping	Model DS200 Scanners	20	\$95.00	\$1,900.00
11 Shipping	Model DS850 Scanners	2	\$500.00	\$1,000.00

Freight Billable: yes ☒ no ☐

Order Subtotal \$ 418,050.00
Discount \$ -
Order Total \$ 418,050.00

Gene Seets
Regional Sales Manager Date

V.P. of Finance Date

Customer Signature Date

Gene M. Valentino

Chairman

Title

Note 1: There is no License Fee due for the upgrade to the Electionware EMS as Customer has a current Unity Software Maintenance and Support Agreement. Notwithstanding the foregoing, the Upgrade to the Electionware EMS will require changes to the Customer's Results Accumulation Network. Any such changes and associated cost to modify/change, or replace the Customer's current network shall be the responsibility of the Customer.

Note 2: Customer is responsible for packaging the trade-in equipment for shipment. ES&S will coordinate the pickup of the trade-in equipment and unless otherwise agreed to by the parties, such equipment will be picked up at the time of delivery of the DS200 and DS850 equipment.

Payment Terms

100% of Order Total Due Thirty (30) Calendar Days after the later of (a) Equipment Delivery, or (b) Receipt of Corresponding ES&S Invoice.
Note: In no event shall Customer's payment obligations hereunder, or the due dates for such payments, be contingent or conditional upon Customer's receipt of federal and/or state funds.

Warranty Period (Years): One (1) Year After Equipment Delivery

Hardware, Maintenance and Software Maintenance and Support Services (Post-Warranty Period)

The terms, conditions, and pricing for the Hardware Maintenance and Software License, Maintenance and Support Services (Post-Warranty Period) are set forth in Exhibit A attached hereto.

SEE GENERAL TERMS AND CONDITIONS

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

BY: _____
DEPUTY CLERK

Approved as to form and legal sufficiency.
By/Title: _____
Date: APR 11 2013

GENERAL TERMS

1. **Purchase/License Terms.** Subject to the terms and conditions of this Agreement, ES&S agrees to sell and/or license, and Customer agrees to purchase and/or license, the ES&S Equipment and ES&S Software described on the reverse side. The payment terms for the ES&S Equipment and ES&S Software are set forth on the reverse side. Title to the ES&S Equipment shall pass to Customer when Customer has paid ES&S the total amount set forth on the reverse side for the ES&S Equipment. The consideration for ES&S' grant of the license during the Initial Term for the ES&S Firmware is included in the cost of the ES&S Equipment.

2. **Grant of Licenses.** Subject to the terms and conditions of this Agreement, ES&S hereby grants to Customer nonexclusive, nontransferable licenses for its bona fide full time employees to use the ES&S Software, described on the reverse side, and ES&S' firmware, which is delivered as part of the ES&S Equipment ("ES&S Firmware"), and related Documentation in the jurisdiction while Customer is using the ES&S Equipment and timely pays the applicable annual Software and Firmware License and Maintenance Fees set forth on Schedule A1. The licenses allow such bona fide employees to use and copy the ES&S Software and ES&S Firmware (in object code only) and the Documentation, in the course of operating the ES&S Equipment and solely for the purposes of defining and conducting elections and tabulating and reporting election results in Customer's jurisdiction. The licenses granted in this Section 2 do not permit Customer to access or in any way use the source code for the ES&S Software or ES&S Firmware.

3. **Prohibited Uses.** Customer shall not take any of the following actions with respect to the ES&S Software, ES&S Firmware or the Documentation:

a. Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the ES&S Software or ES&S Firmware;

b. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the ES&S Software, ES&S Firmware or Documentation, in whole or in part, to or by any third party without ES&S' prior written consent; or

c. Cause or permit any change to be made to the ES&S Software or ES&S Firmware without ES&S' prior written consent; or

d. Cause or permit any copying, reproduction or printing (subject to any applicable requirements under the Florida Public Records Law) of any output generated by the ES&S Software or ES&S Firmware in which ES&S owns or claims any proprietary intellectual property rights (e.g., copyright, trademark or patent), including, but not limited to, any ballots, ballot sheets or code stock.

4. **Term of Licenses.** The initial licenses granted in Section 2 shall commence upon the delivery of the ES&S Software and ES&S Firmware, as applicable, as described in Section 2, and expire one year thereafter (the "Initial Term"). The licenses shall automatically renew for successive one-year periods upon Customer's timely payment of the annual Software and Firmware License and Maintenance Fees set forth on Schedule A1 (each, a "Renewal Term"). The Initial Term and each Renewal Term are collectively referred to herein as the "Term". ES&S may terminate either license if Customer fails to pay the consideration due for, or breaches Sections 2 or 3 with respect to, such license. Upon the termination of either of the licenses granted in Section 2 for ES&S Software or ES&S Firmware or upon Customer's discontinuance of the use of any ES&S Software or ES&S Firmware, Customer shall immediately return such ES&S Software and ES&S Firmware and the related Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software, ES&S Firmware and Documentation and certify in writing to ES&S that such destruction has occurred.

5. **Bailment; Risk of Loss.** The Estimated Delivery Dates set forth on the reverse side are merely estimates and may be revised by ES&S because of delays in executing this Agreement, changes requested by Customer and other events. ES&S will notify Customer of revisions to the Estimated Delivery Dates as soon as ES&S becomes aware of such revisions. Risk of loss for the Equipment and Software shall pass to Customer when such items are delivered to Customer's designated location. Upon transfer of risk of loss to Customer, Customer shall be responsible for obtaining and maintaining sufficient casualty insurance on the Equipment and Software and shall name ES&S as an additional insured thereunder until all amounts payable to ES&S under this Agreement have been paid by Customer.

6. Warranty.

a. **ES&S Equipment/ES&S Software.** ES&S warrants that for a 1-year period (the "Warranty Period"), it will repair or replace any component of the Equipment or Software which, while under normal use and service: (i) fails to perform in accordance with its Documentation in all material respects, or (ii) is defective in material or workmanship. The Warranty Period will commence upon delivery. Any repaired or replaced item of Equipment or Software shall be warranted only for the unexpired term of the Warranty Period. All replaced components of the Equipment or Software will become the property of ES&S. This warranty is effective provided that (i) Customer promptly notifies ES&S of the failure of performance or defect and is otherwise in compliance with its obligations hereunder, (ii) the Equipment or Software to be repaired or replaced has not been repaired, changed, modified or altered except as authorized or approved by ES&S, (iii) the Equipment or Software to be repaired or replaced is not damaged as a result of accident, theft, vandalism, neglect, abuse, use which is not in accordance with Instructions or specifications furnished by ES&S or causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, and (iv) Customer has installed and is using the most recent update, or the second most recent update, provided to it by ES&S. This warranty is void for any units of equipment which: (i) have not been stored or operated in a temperature range according to their specifications, (ii) have been severely handled so as to cause mechanical damage to the unit, or (iii) have been operated or handled in a manner inconsistent with reasonable treatment of an electronic product. The terms of post-warranty maintenance and support are set forth on Exhibit A.

b. **Exclusive Remedies.** IN THE EVENT OF A BREACH OF SUBSECTION (a), ES&S' OBLIGATIONS, AS DESCRIBED IN SUCH SUBSECTION, ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. ES&S EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHICH ARE NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. **Limitation of Liability.** Neither party shall be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of the Equipment and Software to achieve Customer's intended

results; (b) the use of the Equipment and Software; (c) the results obtained from the use of the Equipment and Software; (d) the selection of, use of and results obtained from any equipment, software or services not provided by ES&S and used with the Equipment or Software; or (e) user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of ES&S to perform. ES&S shall not be liable under this Agreement for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee that is caused by (y) Customer's failure to timely or properly install and use the most recent update, or the second most recent update, provided to it by ES&S or (z) Customer's election not to receive, or to terminate, the Hardware Maintenance Services or the Software Maintenance and Support.

8. **Proprietary Rights.** Customer acknowledges and agrees as follows:

ES&S owns the Software, all Documentation and training materials provided by ES&S, the design and configuration of the Equipment and the format, layout, measurements, design and all other technical information (except for Customer supplied information such as election information) associated with the ballots to be used with the Equipment. Customer has the right to use the aforementioned items to the extent specified in this Agreement. ES&S also owns all patents, trademarks, copyrights, trade names and other proprietary or intellectual property in, or used in connection with, the aforementioned items. The aforementioned items also contain confidential and proprietary trade secrets of ES&S that are protected by law and are of substantial value to ES&S. Customer shall keep the Software and related Documentation free and clear of all claims, liens and encumbrances and shall maintain all copyright, trademark, patent or other intellectual or proprietary rights notices that are set forth on the Equipment, the Software, the Documentation, training materials and ballots that are provided, and all permitted copies of the foregoing.

9. **Indemnification.** To the extent permitted by Florida law, Customer shall indemnify and hold harmless ES&S from and against any and all adverse consequences arising out of or relating to the following:

a. Any Third Party Infringement Claim resulting from (i) Customer's failure to timely or properly install and use any update provided to it by ES&S; (ii) the use of any Equipment or Software in combination with other equipment, hardware or software not meeting ES&S' specifications for use with such Equipment or Software; or (iii) Customer's modification or alteration of any item of Equipment or Software without the prior written consent of ES&S;

b. Any claims by third parties arising out of or relating to the use or misuse by Customer, its employees and any other persons under its authority or control ("Customer's Representatives") of any third party items;

c. Personal Injury (including death) or property damage that is caused by any negligent or willful act, error or omission of one or more of Customer's Representatives; and

d. Customer's election not to receive, or to terminate, Hardware Maintenance Services or Software Maintenance and Support.

ES&S shall notify Customer immediately if it becomes aware of any claim for which it may be entitled to indemnification under this Section 10, and hereby gives Customer full and complete authority, and shall provide such information and assistance as is necessary (at Customer's expense with respect to reasonable out-of-pocket costs), to enable Customer to defend, compromise or settle any such claim.

10. **Termination.** This Agreement may be terminated, in writing, at any time by either party if the other party breaches any material provision hereof and does not cure such breach within 30 days after it receives written notification thereof from the non-breaching party.

11. Disputes.

a. **Payment of Undisputed Amounts.** In the event of a dispute between the parties regarding (1) a product or service for which payment has not yet been made to ES&S, (2) the amount due ES&S for any product or service, or (3) the due date of any payment, Customer shall nevertheless pay to ES&S when due all undisputed amounts. Such payment shall not constitute a waiver by Customer or ES&S of any of its rights and remedies against the other party.

b. **Remedies for Past Due Undisputed Payments.** If any undisputed payment to ES&S is past due more than 30 days, ES&S may suspend performance under this Agreement until such amount is paid. If Customer's payment is past due for more than 60 days and is undisputed, ES&S may declare the total amount remaining due under this Agreement to be immediately due and payable, enter the premises where the Equipment is located and remove it. Any disputed or undisputed payment not paid by Customer to ES&S when due shall bear interest from the due date at a rate equal to the lesser of one and one-half percent per month or the maximum amount permitted by applicable law for each month or portion thereof during which it remains unpaid.

12. **Notice.** Any notice or other communication required or permitted hereunder shall be in writing, and will be deemed given when (a) delivered personally, (b) sent by confirmed fax, (c) sent by commercial overnight courier (with written verification of receipt) or (d) sent by registered or certified mail, return receipt requested, postage prepaid, when the return receipt is received. All communications shall be sent to the attention of the persons listed on the signature page to this Agreement and at the addresses or fax numbers set forth on such signature page unless other names, addresses or fax numbers are provided by either or both parties in accordance herewith.

13. **Compliance with Laws.** In performing its obligations or enjoying its rights under this Agreement, each party shall comply with all applicable laws and regulations. In addition, ES&S warrants to Customer that, at the time of delivery, the Equipment and Licensed Software sold and licensed under this Agreement will comply with all applicable requirements of state election laws and regulations that are mandatory and effective as of the Effective Date and will have been certified by the appropriate state authorities for use in Customer's state. ES&S further warrants that during the Warranty Period and thereafter so long as Customer is subscribing and paying for Maintenance and Support Services, the Equipment and Licensed Software shall be maintained or upgraded by ES&S in such a way as to remain compliant with all applicable state election laws and regulations. "Maintained or upgraded" shall mean only such changes to individual items of the Licensed Software (but not Equipment) as are technologically feasible and commercially reasonable. Customer shall be solely responsible for the cost of any replacements, retrofits or modifications to the Equipment contracted for herein that may be developed and offered by ES&S in order for such Equipment to remain compliant with applicable laws and regulations. Customer shall also be solely responsible for the cost of any third party items that are required in order for the Equipment and/or Licensed Software to remain compliant with applicable laws and regulations.

14. **State Recertifications.** In the event that any future state certifications or recertifications are required that are not otherwise required as a result of any changes or modifications voluntarily made by ES&S to the Licensed Software and/or Equipment licensed and sold hereunder, Customer shall be responsible for:

(i) the total cost of any third party items that are required in order for the Equipment and/or Licensed Software to remain certified;

(ii) Customer's pro-rata share of such future state certification or recertification costs; and

(iii) Customer's pro-rata share of the costs of designing, developing, manufacturing and/or certification by applicable federal and state authorities of any mandated modifications to the Equipment and/or Licensed Software that may result from such future state certifications or recertifications.

Customer's pro-rata share of the costs included under subsections 14(ii) and 14(iii) above shall be determined at the time by dividing the number of registered voters in Customer's jurisdiction by the total number of registered voters in all counties in Customer's state to which ES&S has sold and/or licensed the Equipment and/or Licensed Software purchased and licensed by Customer under this Agreement.

This document approved as to form
and legal sufficiency.

By: 

Title: Asst County Attorney

Date: May 15, 2013

EXHIBIT A
HARDWARE MAINTENANCE AND SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES
(POST-WARRANTY PERIOD)

ARTICLE I
GENERAL

1. **Term; Termination.** This Exhibit A for Hardware Maintenance and Software License, Maintenance and Support Services shall be in effect from the date on which the Warranty Period expires until the first anniversary thereof (the "Initial Term"). Upon expiration of the Initial Term, this Exhibit A shall automatically renew for an unlimited number of successive One-Year Periods (each a "Renewal Period") until this Exhibit A is terminated by the first to occur of (a) either party's written election not to renew, which shall be delivered to the other party at least thirty (30) days prior to the end of the Initial Term or any Renewal Period, as applicable, (b) the date which is thirty (30) days after either party notifies the other that it has materially breached this Exhibit A, if the breaching party fails to cure such breach (except for a breach pursuant to subsection (e), which will require no notice), (c) the date which is thirty (30) days after ES&S notifies Customer that it is no longer able to procure replacement parts that may be needed in order to perform the Hardware Maintenance Services contemplated hereunder, (d) the date on which the Equipment or firmware installed thereon is no longer certified by federal and/or state authorities for use in Customer's jurisdiction, or (e) the date which is thirty (30) days after Customer fails to pay any amount due to ES&S under this Exhibit A. Upon the termination of the license, Customer shall immediately return the Software and Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy the Software and Documentation and certify in writing to ES&S that such destruction has occurred. The termination of this Exhibit A shall not relieve Customer of its liability to pay any amounts due to ES&S hereunder and shall only entitle Customer to a prorated refund of any fees already paid to ES&S in the event that this is Exhibit A is terminated pursuant to subsection 1(c) or 1(d) below.

2. **Fees.** In consideration for ES&S' agreement to provide Hardware Maintenance and Software License, Maintenance and Support Services under this Exhibit A, Customer shall pay to ES&S the Hardware Maintenance and Software License, Maintenance and Support Fees set forth on Schedule A1 for the Initial Term and any Renewal Periods. The Hardware Maintenance and Software License, Maintenance and Support Fees for any Renewal Periods shall be as agreed to by the parties and such fees will not exceed ES&S' list prices which are in effect at the time of commencement of any Renewal Period. The Renewal Period fees are due and payable no later than thirty (30) days prior to the beginning of such renewal period. The Software License, Maintenance and Support Fees shall be comprised of (i) a fee for the Software License, Maintenance and Support of the ES&S Firmware, and (ii) a fee for the Software License, Maintenance and Support for all other ES&S Software, and shall be in addition to any fees or charges separately referred to in any Section of this Exhibit A. If Customer elects to receive Hardware Maintenance or Software License, Maintenance and Support for an Add-On License or New Product during the Initial Term or any renewal thereof, ES&S will charge an incremental fee for such services. In the event Customer terminates this Exhibit A through no fault of ES&S and later desires to subscribe to a Hardware Maintenance or Software License, Maintenance and Support Plan, or otherwise changes its Hardware Maintenance or Software License, Maintenance and Support Plan with ES&S during the Initial Term or any renewal thereof, ES&S will charge the Customer its then current contract administration fee in order to process such new subscription for, or change in, Hardware Maintenance or Software License, Maintenance and Support Coverage.

ARTICLE II
HARDWARE

1. **Maintenance Services.** The Hardware Maintenance Services to be provided to Customer under this Exhibit A for the ES&S equipment listed on Schedule A1 is set forth on Schedule A1 (the "Products") and shall be subject to the following terms and conditions:

a. **Routine Maintenance Services.** An ES&S Representative shall provide such services as may be necessary to keep the Products in Normal Working Condition ("Routine Maintenance Services") once each Twelve (12) Months during the Initial Term or any renewal thereof. Generally, Routine Maintenance Services shall include cleaning, lubrication, diagnostic check, and calibration services. The Routine Maintenance Services shall not include the repair or replacement of any ES&S Equipment components that are consumed in the normal course of operating the Equipment, including, but not limited to, paper rolls, batteries, removable media storage devices, PCMCIA cards, ink pads, ink cartridges or marking devices. Customer may request that Routine Maintenance Services be performed more than once during the Initial Term or any Renewal Period. Any such request shall be made at least sixty (60) days before the Routine Maintenance Services are desired. The per-unit fee for such additional Routine Maintenance Services is set forth on Schedule A1 and shall be due within thirty (30) days after invoice date. At the request of Customer, ES&S shall provide a reasonably detailed record of all Routine Maintenance Services performed with respect to the Products. ES&S will schedule the Routine Maintenance Services with Customer. The Routine Maintenance Services will be provided at Customer's Designated Location. Customer's "Designated Location" shall mean Customer's owned or leased facility at which Customer desires ES&S to perform the Hardware Maintenance Services. Customer acknowledges and agrees that the performance of Routine Maintenance Services for Product(s) identified on Schedule A1 as "repair only" shall only be provided pursuant to Section 1(b) below.

b. **Repair Services.**

i. **Defects Under Normal Use and Service.** If a defect or malfunction occurs in any Product while it is under normal use and service, Customer shall promptly notify ES&S, and ES&S shall use reasonable efforts to restore the item to Normal Working Condition as soon as practicable. The services provided by ES&S pursuant to this Subsection 1(b)(i) are referred to herein as "Repair Services". ES&S will perform Repair Services in conjunction with a preventative maintenance event as follows: Repair Services for Products covered under this Exhibit A will be performed at Customer's Designated Location.

ii. **Defects Due to Customer Actions or Omissions.** If a defect or malfunction occurs in any Product as a result of (1) repairs, changes, modifications or alterations not authorized or approved by ES&S, (2) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S or (3) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, flooding, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations, and utility or communication interruptions, rodent infestation, or if Customer does not notify ES&S within 24 hours after it knows of the defect or malfunction or is otherwise not in compliance with its obligations hereunder, Customer shall pay ES&S for the Repair Services at ES&S' then-current rates, as well as for the cost of all parts used in connection with such Repair Services.

iii. **Timing.** The date(s) on which any Repair Services shall be provided shall be mutually agreed upon by ES&S and Customer. If Customer requires ES&S to provide "emergency" Repair Services (which shall be defined as Repair Services that are provided within 48 hours after Customer notifies ES&S of the need therefor), and such emergency Repair Services are not needed as a result of an action, error or omission by ES&S, Customer shall pay a surcharge, as set forth on Schedule A1.

iv. **Loaner Unit.** At Customer's request and if such product is available, ES&S shall use reasonable efforts to promptly make available to Customer a product that is the same as, or substantially similar to, the Product for which Repair Services are being performed (a "Loaner Unit"). If the Repair Services are being performed pursuant

to Subsection 1(c)(ii) above, Customer shall pay ES&S for the use of the Loaner Unit at ES&S' then-current rates including the cost of shipping.

c. **Exclusions.** ES&S has no obligation under this Exhibit A to (i) assume the obligations under any existing or expired warranty for a Third Party Item; (ii) repair or replace Product components that are consumed in the normal course of operating the Product, including, but not limited to, paper rolls, batteries, removable media storage devices, PCMCIA cards, ink pads, ink cartridges or marking devices, or (iii) repair any Product from which the serial number has been removed or altered. In addition, ES&S may, at any time in its discretion, determine that any Product is no longer fit for Hardware Maintenance Services because it is in such poor condition that it cannot practically be restored to Normal Working Condition, or cannot be restored to Normal Working Condition at an expense that is less than the then-current value of the Product. If such a determination is made, ES&S shall no longer be required to provide Hardware Maintenance Services for such Product. ES&S shall also refund to Customer an amount equal to (1) that portion of the most recent fee paid for Hardware Maintenance Services that is attributable to such Product, multiplied by (2) a fraction, the numerator of which is the remaining number of days in the respective period within the Initial Term or Renewal Period for which such fee was paid and the denominator of which is the total number of days in the respective period within such Initial Term or Renewal Period.

d. **Sole Provider; Access.** Customer shall not permit any individual other than an ES&S Representative to provide maintenance or repairs with respect to the Products for so long as the Initial Term or any Renewal Period is in effect. Customer shall provide ES&S Representatives with all information necessary to enable them to provide Hardware Maintenance Services. Customer shall likewise provide full access to the Products and adequate working space for all Hardware Maintenance Services performed at its Designated Location, including sufficient heat, lights, ventilation, electric current and outlets.

e. **Storage.** When not in use, Products should be stored in a clean, secure environment. During operation of the Products, the facility temperature range should be 50° to 104° and the moisture range should be 10% to 50% relative humidity.

f. **Reinstatement of Hardware Maintenance Services; Inspection.** If the Initial Term or any renewal thereof expires without being renewed, Customer may thereafter resume receiving Hardware Maintenance Services upon (a) notification to ES&S and (b) the granting to ES&S of access to the Products. ES&S requires Customer to allow it to inspect such Products before it provides any Hardware Maintenance Services. The purpose of such inspection shall be to determine whether or not the Products are fit for the ordinary purpose for which they are to be used, normal wear and tear excepted ("Normal Working Condition"). The cost of such inspection will be at the current published ES&S Technician labor rate and shall be due from Customer within thirty (30) days of its receipt of ES&S' invoice therefore. If any of the Products is not in Normal Working Condition, ES&S, at the option of Customer, (i) shall provide such repairs and replacements as it deems reasonable and necessary to restore such item to Normal Working Condition, at Customer's expense with respect to the cost of any labor (charged at the current published ES&S Technician labor rate) and parts used in such repairs or replacements, or (ii) shall not provide any Hardware Maintenance Services with respect to such Product(s).

ARTICLE III

SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES

1. **License and Services Provided.** ES&S shall provide Software License, Maintenance and Support Services ("Software License, Maintenance and Support") for the ES&S Software and ES&S Firmware (collectively, "ES&S Software"), in order for the Customer to continue to license the ES&S Software in accordance with the license terms set forth in this Exhibit A as well as to enable it to perform in accordance with its Documentation in all material respects, and to cure any defect in material or

workmanship. The specific Software License, Maintenance and Support services provided by ES&S and each party's obligations with respect to such services are set forth on Schedule A1.

2. **Updates.** During the Initial Term and any Renewal Period thereof, ES&S may provide new releases, upgrades or maintenance patches to the ES&S Software, along with appropriate documentation ("Updates"), on a schedule defined by ES&S. Customer is responsible for obtaining and installing any upgrades or purchases of third party hardware or software required to operate the Updates. All Updates shall be deemed to be "Software", and shall be subject to all the terms and conditions of ES&S' license of the Software, upon delivery. Customer shall install Updates in accordance with ES&S' recommended instructions or may request that ES&S install the Updates. In the event Customer requests ES&S to install an ES&S Firmware Update, ES&S shall install such Update only in connection with the Routine Maintenance Services provided herein. ES&S may charge Customer at its then-current rates to (a) ship the Updates, (b) install the Updates (c) provide maintenance and support on the Software which is required as a result of Customer's failure to timely install an Update or (d) train the Customer on the Updates. Customer shall be responsible for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee which is caused by Customer's failure to install and use the most recent Update provided to it by ES&S. If Customer proposes changes in the Software to ES&S, such proposals will become ES&S' property. ES&S may, in its sole discretion, elect to make or not to make such changes without reference or compensation to Customer or any third party. ES&S represents to Customer that the Updates will comply with all applicable state law requirements at the time of delivery. Customer shall be responsible to ensure that it has installed and is using only certified versions of Software in accordance with applicable law. Customer shall pay ES&S for any Update which is required due to a change in federal or state law.

3. **Conditions.** ES&S shall not provide Software License, Maintenance and Support for any item of ES&S Software if such item requires such services as a result of (a) repairs, changes, modifications or alterations not authorized or approved by ES&S, (b) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S, (c) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, (d) Customer's failure to timely and properly install and use the most recent update provided to it by ES&S, (e) Customer's failure to notify ES&S within 24 hours after Customer knows of the need for such services, or (f) if Customer is otherwise not in compliance with its obligations under this Exhibit A. Any such Software License, Maintenance and Support shall be provided at the fees to be agreed upon by the parties if and when the need for such Software License, Maintenance and Support arises. Replacement versions of Software requested by Customer as a result of items set forth in this Section 3 or as a result of Customer's actions or inactions shall be billable to Customer at ES&S' then current rates.

4. **Proprietary Rights.** ES&S shall own the entire right, title and interest in and to all corrections, programs, information and work product conceived, created or developed, alone or with Customer or others, as a result of or related to the performance of this Exhibit A, including all proprietary rights therein or based thereon. Subject to the payment of all Software License, Maintenance and Support Fees, ES&S hereby grants to Customer a non-exclusive license to use that portion of such corrections, programs, information and work product that ES&S actually delivers to Customer pursuant to this Exhibit A. All licensed items shall be deemed to be ES&S Software for purposes of this Exhibit A. Except and to the extent expressly provided herein, ES&S does not grant to Customer any right, license, or other proprietary right, express or implied, in or to any corrections, programs, information, or work product covered by this Exhibit A.

5. **Reinstatement of Software License, Maintenance and Support.** If the Initial Term or any Renewal Period thereof expires without being renewed, Customer may thereafter receive a new Software License and resume receiving Software License, Maintenance and Support upon (a) notification to ES&S, (b) payment of all fees, including a reinstatement charge, which would have been due to ES&S had the Initial Term or any Renewal Period not expired, and (c) the granting to ES&S of access to the ES&S Software, so that ES&S may analyze it and perform such maintenance as may be necessary before resuming the Software License, Maintenance and Support.

Schedule A1

ES&S HARDWARE MAINTENANCE DESCRIPTION AND FEES
(Expiration of Warranty Period through the first anniversary thereof)

Qty	Description	Coverage Period	Annual Maintenance Fee Per Unit	Maintenance Fee In Total
20	Model DS200 Digital Image Scanner	TBD	\$175.00	\$3,500.00
2	Model DS850 High Speed Digital Image Scanner	TBD	\$3,900.00	\$7,800.00
Total Hardware Maintenance Fees for the Initial Term				\$11,300.00

Note 1: The Per-Unit Fees if Customer requests more than one Routine Maintenance visit in a 12-month period shall be 55% of the then current maintenance fee per unit.

Note 2: Surcharge for Emergency Repair Services shall be 150% of the then current maintenance fee per unit.

Note 3: Customer's Designated Location: Escambia County, Florida

Note 4: The Per Unit Surcharge for performance of Routine Maintenance visit at more than one Customer Designated Location shall be \$25.00 per unit for all units located at second or more locations.

Note 5: Upon expiration of the Initial Term, this Exhibit A shall automatically renew for an unlimited number of successive one-year periods (each a "Renewal Period") until this Exhibit A is terminated according to Article I, Section 1.

Hardware Maintenance Services Provided by ES&S Under this Exhibit A

1. Telephone support.
 - ES&S will provide Hardware support on procedural questions of a specific nature not covered in ES&S' Hardware User Manuals;
 - ES&S will verify the appropriate steps to take to resolve issues identified by the Customer.
2. Issue Resolution. (to be provided on a limited basis)
 - ES&S will provide Hardware issue resolution on a limited basis once the Customer has followed all issue resolution procedures as set forth in the Equipment User Manuals and as directed in the required training course. If it becomes apparent that the Customer has not followed the appropriate Equipment User Manual and/or training directives, Customer will be advised to begin the issue resolution process over by following the procedures identified in the Equipment User Manuals or by utilizing ES&S Election Services. The Customer may also be advised that additional training may be necessary to ensure the Customer has the appropriate level of issue resolution training.
3. ES&S posts Technical Bulletins available through Customer's ES&S Web-based portal.
4. Routine Maintenance Services.

- **Onsite scheduled maintenance inspection per Article 2, Section 1a. The inspection includes:**
 - **Service performed by an ES&S trained and certified technician.**
 - **Performance of factory approved diagnostics on the unit, identifying and making adjustments where necessary as indicated by the testing.**
 - **Replacement of worn or defective with new or remanufactured federally and state certified parts.**
 - **Conducting a final test to verify that the unit is working according to manufacturer's specifications.**
 - **Use of a checklist tailored for each piece of equipment.**
 - **Update of maintenance records which are kept by serial number and available to you through your ES&S Web-based portal.**

5. Repair Services.

- **Customer receives coverage for interim repair calls.**
 - **Interim calls may be scheduled during the regular Routine Maintenance Services event or scheduled in conjunction with other service work being performed in close proximity of Customer's location if they are not election critical.**
 - **A Product may be sent to ES&S' Depot location for repairs at a time to be mutually agreed upon by ES&S and Customer.**

6. Priority Services.

- **Customer has access to the ES&S Help Desk for assistance.**
- **The customer receives priority on service calls.**
- **The customer receives priority on response time.**
- **The customer receives priority on certified ES&S parts inventory.**

Note: Except for those Hardware Maintenance Services specifically set forth herein, ES&S is under no obligation and shall not provide other Hardware Maintenance Services to the Customer unless previously agreed upon in writing by the parties.

ES&S SOFTWARE LICENSE, MAINTENANCE AND SUPPORT DESCRIPTION AND FEES

(Expiration of Warranty Period through the first anniversary thereof)

Listed below are the Unity Software Modules and Fees for which Software License, Maintenance and Support will be provided:

Qty	Description	Coverage Period	Software License, Maintenance and Support Fee In Total
N/A	AutoMARK Information Management System (AIMS)	N/A	N/A
N/A	Ballot Image Manager (BIM)	N/A	N/A
N/A	Ballot on Demand (BOD)	N/A	N/A
N/A	Data Acquisition Manager (DAM)	N/A	N/A
N/A	Election Data Manager (EDM)	N/A	N/A
N/A	Election Reporting Manager (ERM)	N/A	N/A
N/A	Hardware Programming Manager (HPM)	N/A	N/A
N/A	iVotronic Image Manager (IVIM)	N/A	N/A
Total Software License, Maintenance and Support Fees for the Initial Term			N/A

Listed below are the Hardware Products and Fees for which Firmware License, Maintenance and Support will be provided:

Qty	Description	Coverage Period	Annual Firmware License, Maintenance and Support Fee Per Unit	Firmware License, Maintenance and Support Fee In Total
20	Model DS200 Digital Image Scanner	TBD	\$75.00	\$1,500.00
2	Model DS850 High Speed Digital Image Scanner	TBD	\$1,500.00	\$3,000.00
Total Firmware License, Maintenance and Support Fees for the Initial Term				\$4,500.00

Software License, Maintenance and Support Services Provided by ES&S under this Exhibit A

1. Telephone support.

- ES&S will provide Software support on procedural questions of a specific nature not covered in ES&S' Software User Manuals;
- ES&S will verify the appropriate steps to take to resolve issues identified by the Customer.

2. Issue Resolution. (to be provided on a limited basis)

- ES&S will provide Software issue resolution on a limited basis once the Customer has followed all issue resolution procedures as set forth in the Software User Manuals and as directed in the required training course. If it becomes apparent that the Customer has not followed the appropriate Software User Manual and/or training directives, Customer will be

advised to begin the issue resolution process over by following the procedures identified in the Software User Manuals or by utilizing ES&S Election Services. The Customer may also be advised that additional training may be necessary to ensure the Customer has the appropriate level of issue resolution training.

- ES&S will provide Technical Bulletins available on the ES&S Customer Portal on a schedule to be determined by ES&S regarding specific issues the Customer may be experiencing.

Note: Except for those Software License, Maintenance and Support Services specifically set forth herein, ES&S is under no obligation and shall not provide other Software License, Maintenance and Support Services to the Customer unless previously agreed upon by the parties.

Software License, Maintenance and Support and Hardware Maintenance and Support Services – Customer Responsibilities

1. Customer's current software and hardware operator shall have completed a full software training session for each product selected.
 - Customer shall have completed training at a proficiency level to successfully use hardware (firmware) and software products for General and Primary elections.
 - Customer shall have the ability to install firmware and application software and make changes to date and time settings.
 - Customer shall have the ability to change the stick batteries on the iVotronic system and the pick belts on the Model 850. Any other changes made by the customer must be pre-approved in writing by ES&S.
 - Customer shall have the ability to store equipment in accordance with ES&S requirements.
2. Customer shall have reviewed a complete set of User Manuals.
3. Customer shall have reviewed Training Checklists.
4. Customer shall be responsible for integration of any third party hardware or software application or system purchased by the customer, unless otherwise agreed upon, in writing, by the parties.
5. Customer shall be responsible for data extraction from Customer VR system.
6. Customer shall be responsible for implementation of any security protocols physical, network or otherwise.
7. Customer shall be responsible for Customer Acceptance of the hardware, unless otherwise agreed upon, in writing, by the parties.
8. Customer shall be responsible for any error or exception handling not identified in the User Guides as part of the software or hardware.
9. Customer shall be responsible for customer network design, layout, set up, administration, maintenance or connectivity.
10. Customer shall be responsible for all costs associated with diagnosing ballot printing problems resulting from the use of non-ES&S Ballot Partner Printers ballots.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4331

County Administrator's Report 14. 16.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/10/2013

Issue: Escambia County Area Transit Job Access Reverse Commute (JARC) and New Freedom Grants

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Escambia County Area Transit Job Access Reverse Commute and New Freedom Grants - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Escambia County Area Transit (ECAT) Job Access and Reverse Commute (JARC) and New Freedom Programs Operating Agreement:

A. Approve the Agreement between Escambia County and the Transportation Planning Organization for Operation of Job Access and Reverse Commute and New Freedom Programs; and

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

The JARC Program was established to address the unique transportation challenges faced by welfare recipients and low-income persons seeking to obtain and maintain employment. The New Freedom Formula Grant Program aims to provide additional tools to overcome existing barriers facing Americans with disabilities seeking integration into the work force and full participation in society. Lack of adequate transportation is a primary barrier to work for individuals with disabilities. The Florida-Alabama Transportation Planning Organization (TPO) has applied for Federal Transit Administration JARC Program and New Freedom Programs funds, and the TPO wishes to engage ECAT as a qualified management team with supporting assets and knowledge appropriate to the conduct and operation of the JARC and New Freedom Programs.

An Agreement pertaining to these programs between Escambia County and the TPO, dated January 6th, 2011, has now expired and a new Agreement must be executed.

BACKGROUND:

The Job Access and Reverse Commute (JARC) program was established to address the unique transportation challenges faced by welfare recipients and low-income persons seeking to obtain and maintain employment. The New Freedom formula grant program aims to provide additional tools to overcome existing barriers facing Americans with disabilities seeking integration into the work force and full participation in society. Lack of adequate transportation is a primary barrier to work for individuals with disabilities. The Florida-Alabama Transportation Planning Organization (TPO) has applied for Federal Transit Administration Job Access and Reverse Commute (JARC) Program and New Freedom Program funds, and the TPO wishes to engage ECAT as a qualified management team with supporting assets and knowledge appropriate to the conduct and operation of the JARC and New Freedom Programs.

An Agreement pertaining to these programs between Escambia County and the Florida-Alabama Transportation Planning Organization (TPO), dated January 6th, 2011, has now expired and a new agreement must be executed.

BUDGETARY IMPACT:

Funding for this project is provided through the Florida-Alabama TPO, which obtains funds from the Federal Transit Administration JARC (Section 5316) and New Freedom (Section 5317) Programs. The funding available in the JARC Program is \$132,000. The funding available in the New Freedom Program is \$252,859.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed and signed off on this Agreement.

PERSONNEL:

Additional personnel will not be required by ECAT.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is based upon the Board Comprehensive Plan – Mass Transit Element – January 2006.

IMPLEMENTATION/COORDINATION:

Upon approval and execution of this agreement by the Board and by the Florida/Alabama PTO, ECAT personnel will administer this contract, including coordination with The Florida-Alabama TPO, West Florida Regional Planning Council, and the Federal Transit Administration.

Attachments

Agreement

**AGREEMENT BETWEEN ESCAMBIA COUNTY AND THE
TRANSPORTATION PLANNING ORGANIZATION FOR OPERATION
OF JOB ACCESS AND REVERSE COMMUTE and NEW FREEDOM
PROGRAMS**

This Agreement is made and entered into this ____ day of _____, 2013, by and between Escambia County, Florida, a political subdivision of the State of Florida (County), and the Florida-Alabama Transportation Planning Organization, a local government entity of the State of Florida, hereinafter referred to as (TPO).

Witnesseth:

WHEREAS, the TPO has applied for Federal Transit Administration Job Access and Reverse Commute (JARC) Program and New Freedom Program funds; and

WHEREAS, the TPO wishes to engage County, acting through Escambia County Area Transit (ECAT), as a qualified management team with supporting assets and knowledge appropriate to the conduct and operation of the JARC and New Freedom Programs (hereinafter referred to collectively as "Programs"); and

WHEREAS, ECAT is capable of providing public transportation management services and supporting assets for said Programs.

NOW, THEREFORE, in consideration of the foregoing recitals and covenants and agreements, the parties hereto agree to the following:

Article 1
Recitals

1.1 Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

Article 2
Responsibilities of the Parties

2.1. TPO Duties. The TPO's duties shall include, but shall not be limited to, the following:

A. TPO shall provide overall approval of the Programs, including final approval of Program services, under general direction of the TPO and ECAT's Directors.

B. TPO shall provide certain funding for the Programs, as hereinafter set forth and shall complete all purchases consistent with the TPO Procurement Practices Manual.

C. TPO shall provide transportation planning assistance to ECAT; shall annually update the Transportation Disadvantaged Service Plan, which is required to maintain eligibility for state transit operating assistance; and shall use ECAT reports to provide monthly performance updates to the TPO, its advisory committees, and citizens.

2.2. ECAT's Duties. ECAT's duties shall include, but shall not be limited to, the following:

A. ECAT shall provide executive and administrative management of the Programs to include contracting, hiring, paying, supervising, assigning, and discharging all personnel necessary for the proper functioning of the Programs.

B. ECAT shall provide all personnel necessary including, but not limited to, manager(s), drivers, mechanics, clerical staff, and maintenance personnel as necessary for the proper functioning of the Programs.

C. ECAT shall organize public relations promotions; prepare budgets; analyze and manage financial and administrative matters pertaining to the operation of the

Programs; and provide clerical, statistical and bookkeeping support.

D. ECAT shall operate the JARC Program to provide employment transportation services to low income in the Florida-Alabama TPO service area as approved by the TPO; including, but not limited to, the conduct of driver training and testing, provision of recommendations for service modifications, vehicle maintenance, and all other duties designated from time to time by the TPO and constituting a function of JARC transportation service.

E. ECAT shall operate the New Freedom Program to provide increased access to transportation for individuals with Disabilities in the TPO service area, above and beyond ADA requirements, through a Mobility Management Program, as approved by the TPO, including, but not limited to, hiring an mobility Manager with duties to include coordinating with human services agencies and transportation providers, Mobility Management Informational Materials and ECAT's Bus Stop Accessibility Project and all other duties designated from time to time by the TPO and constituting a function of the New Freedom Mobility Management Program.

F. ECAT shall provide the TPO data required for the Federal Transit Administration for JARC and New Freedom services and the FTA TEAM reporting no less than quarterly with the Invoice for reimbursement and provide copies to federal and state agencies and the TPO, as needed. This data includes: total miles of service, hours of service, number of mobility management contacts, number of trips, cost of trip, number of informational materials distributed, purchasing agency payment, and deficit for mobility management expenses.

ARTICLE 3
Payment Provisions

3.1 Budget

A. Annual Submission - By July 1 2013, and annually thereafter, ECAT shall submit a report of actual Program costs to date and a forecast for October 1, 2013 through September 30, 2014. The TPO will provide an estimated amount of FTA Program funding for the period October 1, 2013 through September 30, 2014.

B. Operating Expenses - As used herein, the term "operating expenses" shall be consistent with the most current National Transit Data Base and Florida Department of Transportation definitions. Operating expenses shall not include portions of judgments, awards, or court costs or any income taxes not associated exclusively with ECAT's activities pursuant to the operation of the Programs.

C. Operating Revenues - As used herein, the term "operating revenues" will be consistent with the most current National Transit Data Base and Florida Department of Transportation definitions. All Federal Transit Administration operating revenues shall be the property of the TPO, which shall pay operating costs to ECAT as set forth in this Agreement.

3.2 Monthly Loss Subsidy (Federal Operating Assistance)

Within 15 days following the end of each month, ECAT shall invoice the TPO for the monthly portion of federal operating subsidy, as per the annual budget and approved grant agreements. The invoice shall list all revenues received and all fares charged resulting from operation of said Programs for the subject month. The TPO will remit to ECAT the amount of the invoice each month until the total annual budgeted amount for federal operating expenses, as defined herein, as provided in the approved

federal grant budget or amendments thereto prepared by ECAT and approved by the TPO and Federal Transit Administration, for the applicable fiscal year has been reached. ECAT may invoice no less than quarterly, within 15 days of the end of the quarter. Such payments shall be due and payable within fifteen (15) business days of receipt of ECAT's invoice.

The TPO shall have authority to require clarification or documentation of any part of ECAT's monthly statement prior to authorizing release of the monthly payment; however, the TPO shall release all portions of the monthly payment not requiring clarification or documentation within fifteen (15) business days after receipt or be subject to the conditions provided herein. Upon TPO's payment of said monthly subsidy, title to subsidy shall vest in ECAT.

3.3 General Financial Provisions

A. The duties and obligations of ECAT in connection herewith shall be as trustee for the TPO, and shall include collection of all operating revenues (farebox, advertising, purchasing, etc.), which shall be made available for, and only for, operation of the Program.

B. The TPO or its designated accountant or auditor shall have the right of access to and the inspection of all books and records of ECAT at any and all reasonable times in order to verify and ascertain operating revenues and operating expenses incurred in the operation and maintenance of said public transportation Program. ECAT shall establish and maintain such accounting procedures as are customarily maintained by the transit industry with respect to similar transit operations.

C. ECAT shall keep separate books, documents, papers and records of all

transactions of the Program; including financial and administrative records which are customary and usual for an annual audit.

D. The TPO shall have the right to inspect ECAT's operations and the right to audit payments. Such records of ECAT shall be available for inspection by the TPO. ECAT shall retain all financial pertinent records for at least five (5) years after the end of the fiscal year and ECAT shall submit to the TPO an annual audit of the transportation program prepared by a certified public accountant.

E. No acceptance or remittance of any payments shall be construed as a release or an accord and satisfaction of any claim the TPO may have in connection with this Agreement or the performance of any other obligations hereunder.

Article 4 **Miscellaneous Provisions**

4.1. Term and Termination

This AGREEMENT shall be effective from the date last executed by the parties hereto and continue for a term of one (1) year until September 30, 2014. Thereafter, the agreement may be extended for two (2) additional one (1) year terms. The renewal(s) must be approved in writing by both parties at least 30 days prior to the expiration of the term.

In the event of any violation, default or failure to perform as provided for herein, by either party, written notice shall be given setting forth the alleged violation, default or failure, which shall be corrected within a mutually agreed upon time, not to exceed thirty (30) days in any event, after the receipt of notice. In the event such violation, default or failure is not corrected, the other party may cancel this Agreement for cause effective at

the time provided for in a written notice of cancellation. Cancellation of this Agreement under these conditions shall not be a waiver of any other rights which said party may have for damages, specific performance, or such other relief, legal or equitable, for which such party may otherwise have a cause of action.

Alternatively, either party may terminate this Agreement without regard to fault upon giving sixty (60) days notice to the other party. However, TPO may terminate the Agreement or reduce the size or extent of transportation services offered, to the extent deemed necessary by the TPO, without regard to any of the above provisions, in the event Federal or State of Florida operating assistance grants available through the Federal Transit Administration (FTA) or the Florida Department of Transportation (FDOT), are reduced or become unavailable through the respective agencies.

4.2 Subcontracts. For the duration of this Agreement, ECAT may need to enter various agreements and contracts with third parties to provide the services needed for the Program. ECAT shall enter into any contracts during the term of this agreement and will notify the TPO upon contract execution. Upon termination or expiration of this Agreement, such contractual obligations entered into by ECAT in its capacity under this Agreement shall automatically revert to the TPO, which may cancel, renegotiate, or continue these subcontracts. ECAT shall include this statement in all subcontracts.

4.3 Notices. All notices hereunder, and communication with respect to this Agreement shall be effective upon the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

ECAT: ATTN: General Manager
ECAT
1515 W. Fairfield Drive

Pensacola, Florida 32501

TPO: TPO Chairman
FL-AL TPO
P. O. Box 11399
Pensacola, FL 32524-1399

or to such other address as either party shall designate by written notice.

4.4 Independent Contractor Status. In performance of the responsibilities herein contemplated, ECAT is an independent contractor, not an employee of the TPO, who shall have the authority to control and direct the performance of its employees in the details of the management, operation, and maintenance of the Program. However, the overall performance of the Program must meet the TPO's approval and shall be subject to TPO's general right of supervision and control.

4.5 FTA/FDOT Amendments. ECAT agrees that if any amendments must be made to this Agreement so that TPO continues to qualify for any federal or state grants for public transportation, said amendments shall be promptly executed by ECAT. Failure to execute said amendments shall be grounds for termination of this Agreement.

4.6 Indemnification. To the extent permitted by law, and subject to any claim of sovereign immunity, the parties understand and agree that each party to this agreement shall be fully liable for the acts and omissions of its respective employees and agents while said employees and agents are acting within the scope of their employment in the performance of this agreement.

4.7 FTA Required Clauses. ECAT shall comply with applicable Civil Rights requirements in management of the Programs, including Title VI of the Civil Rights Act of 1964, Equal Employment Opportunity (EEO), and the Americans with Disabilities Act

(ADA) Program. ECAT shall also comply with the following federal requirements: Drug-Free Workplace; Debarment and Suspension of vendors and subcontractors. A copy of the 2013 FTA Certifications & Assurances signed by Escambia County is attached to this agreement. As appropriate, ECAT shall include the requirement for subcontractors to certify compliance with applicable federal regulations.

4.8 Modifications. This Agreement represents the entire agreement between TPO and ECAT. The Agreement shall be modified only as necessary and in writing with the mutual consent of all concerned.

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

4.10 Interpretation. For the purposed of the Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending or replacing the statute or regulations referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capabilities.

A. If either party discovers any material discrepancy, deficiency, ambiguity, error or omission in the Agreement, or is otherwise in doubt as to the meaning of any provision of this Agreement, it shall immediately notify the other party and request clarification of its interpretation of this Agreement.

B. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

4.11 Severability. The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability or any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion of provision.

4.12 Further Documents. The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provisions of this Agreement.

4.13 Successors and Assigns. This Agreement shall not be assignable by either party without the express prior written consent of the other party hereto.

4.14 Entire Agreement. Each of the parties hereto agrees and represents that the Agreement comprises the full and entire Agreement among the parties relating to this matter, and no other Agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated, and superseded by this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chairman, authorized to execute same by the Board action on the _____ day of _____,

2013, and the Florida Alabama Transportation Planning Organization, signing by and through its Executive Director, duly authorize to execute same.

COUNTY:

Escambia County, Florida, a political Subdivision of the State of Florida, acting by And through its duly authorized Board of County Commissioners.

By: _____
Gene M. Valentino, Chairman

Date: _____

BCC Approved: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____

Approved as to form and legal sufficiency,

By/Title: [Signature] ACH
Date: 5/17/13

TPO:

Florida Alabama Transportation Planning Organization, a local government Entity of the State of Florida

By: _____
Terry Joseph, Executive Director

ATTEST:

Mary Bo Robinson, Director

DATE: _____

ATTEST:

Julia Pearsall

DATE: _____



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4355

County Administrator's Report 14. 17.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/10/2013

Issue: Acceptance of a Parcel of Property Located on Northcreek Drive from Philip Lee Russell and Anita Francene Russell

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acceptance of a Parcel of Property Located on Northcreek Drive - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the acceptance of the donation of a parcel of real property (approximately 0.06 acres) located on Northcreek Drive from Philip Lee Russell and Anita Francene Russell:

A. Accept the donation of a parcel of real property (approximately 0.06 acres) located on Northcreek Drive from Philip Lee Russell and Anita Francene Russell;

B. Authorize the payment of documentary stamps as the property is being donated for governmental use, which is for road right-of-way, and the County benefits from the acceptance of this property, which provides adequate property for maintenance and future upgrades to the roadway system, which enhances the safety and well-being of the citizens of Escambia County;

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 Warranty Deed as of the day of delivery of the Warranty Deed to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

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

Northcreek Drive is a deeded County right-of-way with varying width, extending east off Chemstrand Road and north of East Ten Mile Road. The developer of Northcreek Subdivision (Philip and Anita Russell) still owns a small strip of property approximately 13 feet by 208 feet abutting the north right-of-way line of Northcreek Drive. This strip of property lies within the maintained area of Northcreek Drive and appears to be part of the right-of-way. Philip and Anita Russell have offered to donate this strip of property to Escambia County.

BACKGROUND:

North Creek Drive is a deeded County right-of-way with varying width, extending east off Chemstrand Road and north of East Ten Mile Road. The developer of North Creek Subdivision (Philip and Anita Russell) still own a small strip of property approximately 13'x 208' abutting the north right-of-way line of North Creek Drive. This strip of property lies within the maintained area of North Creek Drive and appears to be part of the right-of-way. Philip and Anita Russell have offered to donate this strip of property to Escambia County.

Public Works staff have reviewed this offer to donate the 13' x 208' strip of property to the County. Staff has no objection to the acceptance of this property, since it is already being maintained as part of North Creek Drive, and would provide a consistent right-of-way line for the north right-of-way of North Creek Drive. Board approval is required for the Board's acceptance of the donated property.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

The Warranty Deed was approved as to form and legal sufficiency by Stephen West, Assistant County Attorney, on May 15, 2013.

PERSONNEL:

All work associated with this request is being done in-house.

POLICY/REQUIREMENT FOR BOARD ACTION:

These actions are consistent with the provisions of Section 46-139, Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon board approval, staff will proceed in compliance with Section 46-139 of the County Code of Ordinances.

Attachments

Warranty Deed

Parcel Information

Map

This document was prepared by:
Judy Cantrell
Escambia County Public Works Department
3363 W. Park Place
Pensacola, FL 32505

STATE OF FLORIDA
COUNTY OF ESCAMBIA

WARRANTY DEED

THIS DEED is made and entered into this 30TH day of APRIL, 2013, by and between Philip Lee Russell and Anita Francene Russell, husband and wife, whose address is 525 Northcreek Drive, Pensacola, FL 32514 (Grantors), 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:

GRANTORS, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, in hand paid by Grantee, receipt of which is acknowledged, conveys to Grantee, and its successors and assigns forever, the following described land situated in Escambia County, Florida:

EXHIBIT "A"

Parcel Identification Number: 23-1N-30-3301-000-006 (Property).

THIS CONVEYANCE IS SUBJECT TO taxes for the year 2013; conditions, easements, and restrictions of record, if any, but this reference does not operate to reimpose any of them; and zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.

GRANTORS covenant with Grantee that at the time of delivery of this deed, Grantors were well seized of the Property; Grantors have good right and title to convey; the property is free from all encumbrances to Grantee; Grantee shall have the peaceable and quiet possession of the Property; and Grantors fully warrant the title to the Property and will defend it against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantors have signed and sealed these presents on the day and year first above written.

Grantor

Witness Brittany Wilson
Print Name Brittany Wilson

Witness L. Alexander
Print Name Lucy Alexander

Philip Lee Russell
Philip Lee Russell

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 30th day of April, 2013, by Philip Lee Russell. He () is personally known to me, or () has produced current Driver License as identification.

DL# R240172191090



(Notary Seal)

Brittany Wilson
Signature of Notary Public

Brittany Wilson
Printed Name of Notary Public

Witness Brittany Wilson
Print Name Brittany Wilson

Witness L. Alexander
Print Name Lucy Alexander

Anita Francene Russell
Anita Francene Russell

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 30th day of April, 2013, by Anita Francene Russell. She () is personally known to me, or () has produced current Driver License as identification.

DL# R240006518880



(Notary Seal)

Brittany Wilson
Signature of Notary Public

Brittany Wilson
Printed Name of Notary Public

ACCEPTANCE

This WARRANTY DEED was accepted by Escambia County, Florida on the _____ day of _____, _____, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on the _____ day of _____, 2013.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Gene M. Valentino, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

(Seal)

This document approved as to form
and legal sufficiency.

By *J. West*
Title *Asst. County Attorney*
Date *May 15, 2013*

After Recording please return to:
Escambia County Engineering/R.E.A.D.
1190 West Leonard Street
Pensacola, FL. 32501

EXHIBIT "A"

A 13.00 foot wide strip of property lying in Section 23, Township 1 North, Range 30 West, Escambia County, Florida, being described as follows:

Begin at the southwest corner of said Section 23; thence go North along the west line of Section 23, a distance of 399.25 feet; thence go East 50.00 feet to the east right-of-way of Chemstrand Road (100' R/W) for the POB; thence continue East 208.75 feet; thence go Southerly 13.00 feet to the north line of Northcreek Drive (60' private road); thence go Westerly along north line of said Northcreek Drive 208.75 feet to the east right-of-way of Chemstrand Road; thence go Northerly along Chemstrand Road 13.00 feet to the POB. OR 1952 P 914.

Parcel Reference Number: 23-1N-30-3301-000-006

[Back](#)

Source: Escambia County Property Appraiser

[Restore Full Page Version](#)

<div>General Information</div> <div>Reference: 231N303301000006</div> <div>Account: 111011100</div> <div>Owners: RUSSELL PHILIP L & ANITA FRANCENE</div> <div>Mail: 525 NORTHCREEK DR PENSACOLA, FL 32514</div> <div>Situs: 500 NORTHCREEK DR BLK 32514</div> <div>Use Code: RIGHT-OF-WAY</div> <div>Taxing Authority: COUNTY MSTU</div> <div>Tax Inquiry: Open Tax Inquiry Window</div> <div>Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector</div>	<div>2012 Certified Roll Assessment</div> <div>Improvements: \$0</div> <div>Land: \$190</div> <div>Total: \$190</div> <div>Save Our Homes: \$0</div> <div>Disclaimer</div> <div>Amendment 1 Calculations</div>
<div>Sales Data</div> <div><div>Sale DateBookPageValue Type</div><div>Official Records (New Window)</div></div> <div>None</div> <div>Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court</div>	<div>2012 Certified Roll Exemptions</div> <div>None</div> <div><div>Legal Description</div><div>BEG AT SW COR OF SEC N ALG W LI OF SEC 399 25/100 FT E 50 FT TO E R/W OF CHEMSTRAND RD (100 FT R/W)...</div></div> <div><div>Extra Features</div><div>None</div></div>

Parcel Information Section Map Id: 23-1N-30-2 Approx. Acreage: 0.0600 Zoned: VR-2 Evacuation & Flood Information Open Report	<div style="text-align: right;">Restore Map</div> <div style="text-align: right;">Launch Interactive Map</div>
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PROPOSED PROPERTY DONATION



ESCAMBIA COUNTY
PUBLIC WORKS DEPARTMENT

JCC 03/05/13 DISTRICT 5



Proposed Property Donation

Owner: Phillip Russell and Anita Russell



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4350

County Administrator's Report 14. 18.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/10/2013

Issue: Amendment #1 to the Agreement between Escambia County and Panhandle Grading and Paving, Inc. for Sauflay Field Road C&D Landfill

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Sauflay Field Road C&D Landfill Closure and Stormwater Improvement Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning Amendment #1 to the Agreement between Escambia County, Florida, and Panhandle Grading & Paving, Inc., for the Sauflay Field Road C&D Landfill Closure and Stormwater Improvement Project, Contract PD 10-11.082:

A. Approve Amendment #1 to the Agreement between Escambia County, Florida, and Panhandle Grading & Paving, Inc., for Architect/Engineer Designed Construction Contract Documents (PD 10-11.082), for the Sauflay Field Road C&D Landfill Closure and Stormwater Improvement Project, to revise Contract retainage provisions to stipulate that at the County's discretion, 5 percent of the sum retained for payments may be released to the contractor prior to final completion of the entire project, upon receiving approval from the architect/engineer; and

B. Authorize the Interim County Administrator to execute the Amendment and all related documents as required to implement the Project.

[Funding: Fund 401, "Solid Waste," Cost Center 230316, Object Code 56301]

Meeting in regular session on December 8, 2011, the Board awarded the bid and Contract for PD 10-11.082, construction of the Sauflay Field Road C&D Landfill Closure and Stormwater Improvement Project to Panhandle Grading & Paving, Inc. Following this action, the County and Panhandle Grading & Paving, Inc., mutually executed the standard County Construction Agreement for completion of the Project, which provides for a 10 percent retainage to be held through 100 percent completion of the Project. This Project is completing the closure of the Sauflay Field Road Construction and Demolition by excavating, transporting, and disposing of waste and achieving design grades for the facility.

The intent of this Recommendation is to allow, at the discretion of the County Contract Manager, the retainage to be reduced from 10 percent to 5 percent over the duration of the Project. The 5 percent retainage will then be retained through the entire Project and only released upon final completion and acceptance of the entire Project. Release of any portion or percentage of sums

retained prior to final completion of the Project shall in no way imply approval or acceptance of the contractor's work. It should also be noted that this Project is covered by a 100 percent Performance and Payment Bond.

It is anticipated that the contractor will be 95 percent complete as of this meeting date. This request for approval is for work that is incidental to closure activities, (i.e., pond excavation, waste transport, waste placement, mobilization, bonds, waste excavation, and removing the existing cover at the Perdido Landfill) and has already been completed. The remaining 5 percent retainage will cover closeout of the project.

BACKGROUND:

Meeting in regular session on December 8, 2011, the Board awarded the bid and Contract for PD 10-11.082, construction of the Saufley Field Road C&D Landfill Closure and Stormwater Improvement Project to Panhandle Grading & Paving, Inc. Following this action, the County and Panhandle Grading & Paving, Inc., mutually executed the standard County Construction Agreement for completion of the Project, which provides for a 10% retainage to be held through 100% completion of the Project. This project is completing the closure of the Saufley Field Road Construction and Demolition by excavating, transporting and disposing of waste and achieving design grades for the facility.

The intent of this Recommendation is to allow, at the discretion of the County Contract Manager, the retainage to be reduced from 10% to 5% over the duration of the Project. The 5% retainage will then be retained through the entire Project and only released upon final completion and acceptance of the entire Project. Release of any portion or percentage of sums retained prior to final completion of the Project shall in no way imply approval or acceptance of the contractor's work. It should also be noted that this Project is covered by a 100% Performance and Payment Bond.

It is anticipated that the contractor will be 95% complete as of this meeting date. This request for approval is for work that is incidental to closure activities, (i.e., pond excavation, waste transport, waste placement, mobilization, bonds, waste excavation, and removing the existing cover at the Perdido Landfill) and has already been completed. The remaining 5% retainage will cover closeout of the project.

BUDGETARY IMPACT:

This Amendment has no direct budgetary impact. Upon approval of this Amendment, the retainage adjustment would occur within the framework of the existing construction contract between the County and Panhandle Grading and Paving, Inc., which is funded by Fund 410 "Solid Waste", Cost Center 230316, Object Code 56301.

LEGAL CONSIDERATIONS/SIGN-OFF:

Amendment #1 to the Agreement was approved by Kristin Hual, Assistant County Attorney, on May 14, 2013.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

A formal Amendment is required to allow an adjustment to the retainage provisions of the Standard Construction Agreement.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Amendment #1

Contract - Saufley Field

AMENDMENT #1 TO THE AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND PANHANDLE GRADING & PAVING, INC. FOR ARCHITECT/ENGINEER DESIGNED CONSTRUCTION CONTRACT DOCUMENTS (PD 10-11.082)

THIS IS THE FIRST AMENDMENT TO THE AGREEMENT entered into on January 6, 2012, by and 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 Panhandle Grading and Paving, Inc., a corporation authorized to transact business in the State of Florida, whose address is 2665 Solo Dos Familia, Pensacola, Florida 32534 (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, on January 6, 2012, the County entered into an agreement with the Contractor to perform work in connection with PD 10-11.082, Saufley Field Road C&D Landfill Closure and Stormwater Improvement Project; and

WHEREAS, the Parties have agreed to revise Exhibit A, Section 4, Paragraph 4.5 relating to retaining payments; and

WHEREAS, as a result of said revision, 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 as follows:

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

2. That Exhibit A, Section 4, Paragraph 4.5 is amended to read as follows:

County shall retain ten percent (10%) of the gross amount of each monthly payment request or ten percent (10%) of the portion thereof approved by the Architect/Engineer for payment, whichever is less. At the County's discretion, five percent (5%) of the sum retained for payments may be released to Contractor prior to final completion of the Project upon approval from the Architect/Engineer. Release of any portion or percentage of sums retained prior to final completion of the Project shall in no way imply approval or acceptance of Contractor's work. Such sum The remainder shall be accumulated and not released to Contractor until final payment is due. Any interim interest on such sums shall accrue to County.

3. That the Parties hereby agree that all other provisions of the Agreement of 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 the last date executed by the Parties hereto.

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 duly, authorized County Administrator, authorized to execute same by Board action on the ____ day of _____ 2013, and Panhandle Grading and Paving, Inc., by and through its President.

Approved as to form and legal
sufficiency.

By/Title: 

Date: 5/14/13

COUNTY:

Escambia County, Florida, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners signing by its County Administrator.

Witness

George Touart, County Administrator

Date: _____

Witness

CONTRACTOR:

Panhandle Grading and Paving, Inc.

Attest:

President

Corporate Secretary

(Corporate Seal)

THE CONTRACT AGREEMENT FOR PD 10-11.082 IS SHOWN ON PAGES 7-50

**DRAWINGS/SOLICITATION DOCUMENTS/SPECIFICATIONS AND
ADDENDUMS 1 & 2 WERE PROVIDED ON A COMPACT DISC, WHICH IS ON
FILE IN THE CLERK'S OFFICE AS CD 213**



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-1850 County Administrator's Report Item #: 12. 2.
BCC Regular Meeting Discussion

Meeting Date: 12/08/2011

Issue: PD 10-11.082 Sausley Field Landfill Closure and Stormwater
Improvement

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval: *Charles E. Davis*

RECOMMENDATION:

Recommendation Concerning Sausley Field Landfill Closure and Stormwater
Improvement Project - Amy Lovoy, Management and Budget Services Department
Director

That the Board award an Indefinite Quantity, Indefinite Delivery Unit Price Contract, PD 10-11.082, Sausley Field Landfill Closure and Stormwater Improvement Project, to Panhandle Grading & Paving, Inc., for the amount not to exceed \$5,996,026 for the base bid and alternate "D" and authorize the County Administrator to sign all documents.

[Funding: Fund 401 Solid Waste, Cost Center 230316 Object Code 56301]

BACKGROUND:

An invitation to bid was advertised in the Pensacola News Journal on September 29, 2011, and bids were received on November 10, 2011, from 6 vendors and 1 "no bid". Panhandle Grading & Paving, Inc. is the low bidder. The total project amount calculated using the unit prices of the low bidder at the initially estimated quantities resulted in a total project cost of \$7,054,038.70 which is over the budgeted amount. In order to stay within the budget; the project will be based on 221,220 cubic yards of material removed and disposed of in a permitted, lined, Class I, Subtitle D facility versus 275,000 cubic yards of material removed. This change will result in approximately three (3) foot increase in the closed elevation from what was previously represented to the Board of County Commissioners. A revised cross-section is attached.

The project will complete the closure of the Sausley Field Road Construction and Demolition Debris Landfill by excavating, transporting and disposing of 221,220 cubic yards of waste, 200,000 cubic yards will go to the Perdido Landfill without cost to achieve design grades for the existing side slopes at the facility. Approximately 21,220 cubic yards will be disposed of in a commercial Permitted, lined, Class I, Subtitle D facility. The Sausley Field Road Landfill (site) is an approximately 23 acre inactive landfill located in Bellview, Florida, that was operated as a construction and demolition debris (C&DD)

landfill beginning in 1990. The site has been subject to complaints and regulatory enforcement actions stemming from odors and other issues reported by nearby residents beginning in the fall of 2005. The site was ordered to close in 2007, but closure requirements were not met. The majority of the waste at the site is covered by a soil layer of varying thickness (this soil layer is herein referred to as the Intermediate cover soil). The original owner abandoned the site in 2008. Escambia County (County) Board of Commissioners approved the acquisition and closure of the site by the County in March 2010. The County entered into an agreement with the Florida Department of Environmental Protection (FDEP) in 2010 to develop and construct a closure system for the site as well as address the post-closure care requirements in accordance with Rule 62-701, Florida Administrative Code (FAC).

BUDGETARY IMPACT:

Funding: Fund 401 Solid Waste, Cost Center 230316 Object Code 56301

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Contract Form D will be used.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provision of the Escambia County, Florida code of ordinances, 1999 Chapter 46, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

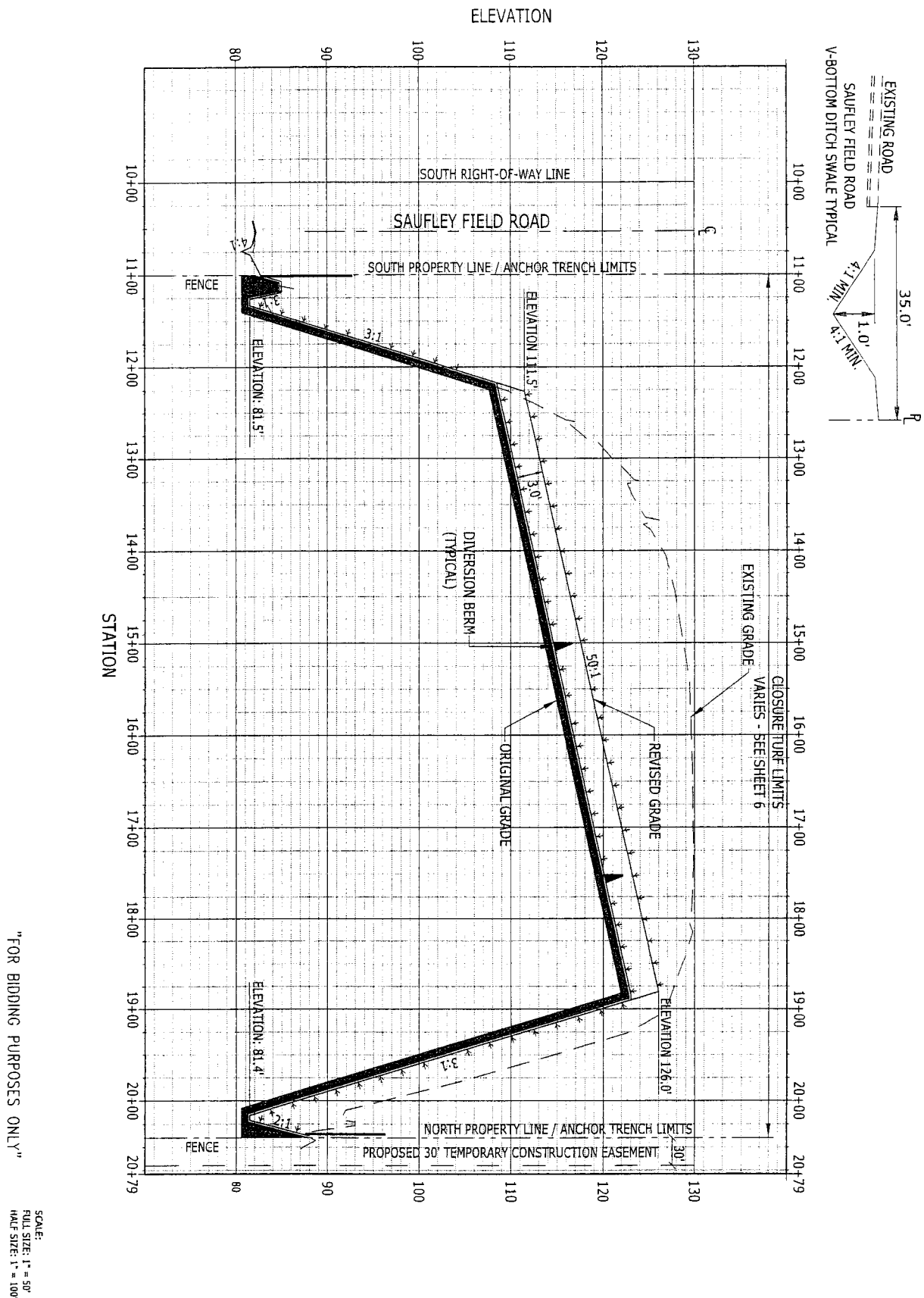
NA

Attachments

cross-section

2011-001300
Dec. 08, 2011 Page 4

BCC



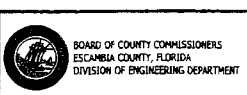
"FOR BIDDING PURPOSES ONLY"

SCALE:
FULL SIZE: 1" = 50'
HALE SIZE: 1" = 100'

Project Number:	100109
Date:	NOVEMBER 2011
Drawn By:	J.M.C.
Designed By:	P.M.H.
Checked By:	J.L.L.
Sheet:	8

NO.	REVISION	DATE

SAUFLEY FIELD ROAD
C & D LANDFILL
CROSS SECTION B - B



SIGMA
CONSULTING
ENGINEERS, INC.
3296 SUMMIT BOULEVARD, SUITE 32
PENSACOLA, FLORIDA 32503
PHONE: (850) 332-7912
CERTIFICATE OF AUTHORIZATION #26889

CAR 11-2

Dean Kirschner

From: Sheila Stitt [bruceandsheila4@gmail.com]
Sent: Thursday, December 08, 2011 12:43 PM
To: Gene M. Valentino
Cc: r.Oliver@co.escambia.fl.us
Subject: Saufley Field

Dear Commissioner Valentino : as i spoke with you earlier this morning concerning the ongoing landfill reduction efforts at Saufley Field, recommend that the Navy be given the opportunity to ascertain the height impacts on respect to the flight operations . Faa and Navy regulations differ in regards to clear zones, accident potential zones, etc. And the faa does not certify Navy protection zones or clear zones . Preliminary determination on the height range of 111'-126' would better support potential future flight operations. I will ask our Region for a more definitive acceptable working height or range. Of course the best and safest course of action would be to clear the adjacent runway environment. Further, the reduction efforts will only enhance any Eul development and send a clear message of continued community support during any potential future Base Realignment and closure activities. Please let me know if you need any further information. I am in tallahassee today and will return to the office on Monday. Bruce Stitt Community planning Liaison Officer, Nas Pensacola.

12-8-2011
CAR III-2
Comr. Valentis

Dean Kirschner

From: Craig Dalton [cdalton@pensacolachamber.com]
Sent: Thursday, December 08, 2011 5:26 PM
To: Dean Kirschner
Cc: Jim Hizer; Craig Dalton
Subject: Saufley Field

Commissioner Valentino~

As the BCC considers options on reducing the elevation of the Saufley Landfill, it will be critically important to ensure that the final recommended elevation is compatible with future opportunities that relate to Saufley Field.

Saufley Field is a key asset to our longterm growth strategies as it relates to our military and potential economic development opportunities onboard Saufley Field.

As a proactive and military friendly community, we need to ensure that the landfill elevation will be within Navy requirements and not be viewed as incompatible for future military growth of the Navy in our area.

I thank you for your consideration as you weigh the options for reducing the elevation of the landfill.

-Craig

12-8-2011
CAR III-2
Comr. Valentino

AGREEMENT BETWEEN PANHANDLE GRADING & PAVING, INC.

AND

THE BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY, FLORIDA

FOR

PD 10-11.082

**SAUFLEY FIELD ROAD C & D LANDFILL CLOSURE & STORMWATER
IMPROVEMENT PROJECT**

Not Agenda Backup

1/19/2012 J. J. Carver

STANDARD CONSTRUCTION CONTRACT DOCUMENTS

FOR PD 10-11.082

SAUFLEY FIELD ROAD C & D LANDFILL CLOSURE & STORMWATER IMPROVEMENT
PROJECT

AGREEMENT BETWEEN

PANHANDLE GRADING & PAVING, INC.

AND

THE BOARD OF COUNTY COMMISSIONERS OF
ESCAMBIA COUNTY, FLORIDA

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**AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA
AND PANHANDLE GRADING & PAVING, INC. FOR
STANDARD ROAD/DRAINAGE CONSTRUCTION CONTRACT
DOCUMENTS.**

THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ("County"), hereby contracts with **Panhandle Grading & Paving, Inc.**, a Florida corporation for profit, to perform all work in connection with **Saufley Field Road C & D Landfill Closure & Stormwater Improvement Project**, as detailed in the attached Plans and Specifications and other Contract Documents hereafter specified.

SECTION 1. CONTRACT DOCUMENTS.

- A.** The Contract Documents include this Agreement, including Amendments and Exhibits, the Exhibits described in Section 6, Change Orders, Work Directive Changes, Field Orders and the solicitation documents, including addenda. These Contract Documents are incorporated by reference and made a part of this Agreement. A copy of all Contract Documents shall be maintained by Contractor at the Project site at all times during the performance of the Work.
- B.** In case of any inconsistency or conflict among the provisions of the agreement and any other terms and conditions of any documents comprising the Contract Documents, the provisions of the Agreement shall control. Concerning the Contract Documents, the order of precedence shall be as follows: 1) the Agreement, including Amendments and Exhibits; 2) Change Orders; 3) Work Directive Changes; 4) Field Orders; 5) the Solicitation Documents, including addenda. The Contract Documents listed above represent the entire and integrated agreement between the parties hereto, and supersede prior negotiations, representations, or agreements, either written or oral.
- C.** County shall furnish to the Contractor up to four (4) sets of the Contract Documents for execution of the Work. Additional copies of the Contract Documents are available at the cost of reproduction.

SECTION 2. SCOPE OF WORK.

Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner the Work required by the Contract Documents. Scope of Work includes Base Bid and Alternate "D" with the quantities of items 26 & 26A of the Base Bid being reduced to approximately 32,400CY and 32,400TN respectively.

SECTION 3. CONTRACT AMOUNT.

For satisfactory completion of the Work the County agrees to pay the Contractor the following amount (herein "Contract Amount"), in accordance with the terms of this Agreement:

\$5,996,026

SECTION 4. BONDS.

- A. Contractor shall provide at his expense Performance and Payment Bonds, in the form prescribed in Exhibit B, in the amount of 100% of the Contract Amount. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to County; provided; however, the surety shall be rated as "A-" (excellent) or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.
- B. If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Document, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval. Failure by Contractor to maintain its bonds in full force and effect at all times, including the warranty period, shall be grounds for termination of this Contract.
- C. As per Florida Statutes Section 255.05, the Contractor shall be required to execute and record the Performance and Payment bonds. The bonds must state the name and principal business address of both the Principal and the Surety and a description of the project sufficient to identify it. (The filing costs are \$10.00 for the first page and \$8.50 for each remaining page).

SECTION 5. CONTRACT TIME AND LIQUIDATED DAMAGES.

- A. Time is of the essence in the performance of the Work under this Agreement. Contractor shall commence the Work within ten (10) calendar days from the Commencement Date, established in the Notice to Proceed. No Work shall be performed at the Project site prior to the Commencement Date. Contractor shall provide 48 hours notice prior to beginning the Work. The Work shall be substantially completed within **Three Hundred Sixty-Five (365)** calendar days from the Commencement Date. The Work shall be fully completed and deemed ready by the County for final completion within **Thirty (30)** calendar days from the Substantial Completion Date. The Contract Time shall be the time period from the Commencement Date to the date of final completion totaling **Three Hundred Ninety-Five (395)** calendar days (herein "Contract Time").
- B. County and Contractor recognize that, since time is of the essence for this Agreement, the County will suffer financial loss if the Work is not substantially completed within the time specified. Should Contractor fail to substantially complete the Work within the time period noted above, County shall be entitled to assess, as liquidated damages, but not as a penalty, **\$1000** for each calendar day thereafter until substantial completion is achieved. The Project shall be deemed to be substantially completed by the County on the date that the County's Architect certifies in writing that the construction of the project, or specified part thereof, is sufficiently completed in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended. Along with such certification, the Architect shall compile a "punch list" of any remaining exceptions that do not adversely affect the use of the Project. Completion of these items will be required prior to final payment.

- C. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if Contractor fails to substantially complete the Work in a timely manner.
- D. When any period of time is referenced to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

SECTION 6. EXHIBITS INCORPORATED.

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

- Exhibit A: General Terms and Conditions
- Exhibit B: Form of Performance and Payment Bonds
- Exhibit C: Insurance and Safety Requirements
- Exhibit D: Form of Release and Affidavit
- Exhibit E: Form of Contractor Application for Payment
- Exhibit F: Form of Change Order
- Exhibit G: Payment Adjustment - Bituminous Material (NA)
- Exhibit H: Technical Specifications
- Exhibit I: Plans & Standard Details prepared by or for County:
- Exhibit K: Federal Documents (if applicable)
- Exhibit L: Solicitation Documents Index

SECTION 7. NOTICES.

- A. All notices required or made pursuant to this Agreement by the Contractor to the County shall be in writing. All correspondence with the County should be addressed as follows:

**Public Works, Engineering Division
3663 West Park Place
Pensacola, FL 32505
Attention: Jeremy King, Project Manager**

- B. All correspondence with the Contractor will be addressed to the following:

**Panhandle Grading & Paving, Inc.
2665 Solo Dos Familiaf
Pensacola, FL 32534
Attn: Jerry Long**

- C. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

SECTION 8. MODIFICATION.

No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

SECTION 9. SUCCESSORS AND ASSIGNS.

Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

SECTION 10. GOVERNING LAW.

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida and the parties agree that venue shall be in Escambia County, Florida for any matter which is the subject of this Contract.

SECTION 11. NO WAIVER.

The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

SECTION 12. ENTIRE AGREEMENT.

Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

SECTION 13. SEVERABILITY.

Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement, and Panhandle Grading & Paving, Inc. signing by and through its Vice President, duly authorized to execute same.

COUNTY:

Escambia County, Florida, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

Witness: Susan Hendry

By: Charles R. Oliver

County Administrator

Witness: Charles R. Oliver

Date: 1/6/12

CONTRACTOR:

Panhandle Grading & Paving, Inc., a Florida Corporation, authorized to do business in the State of Florida.

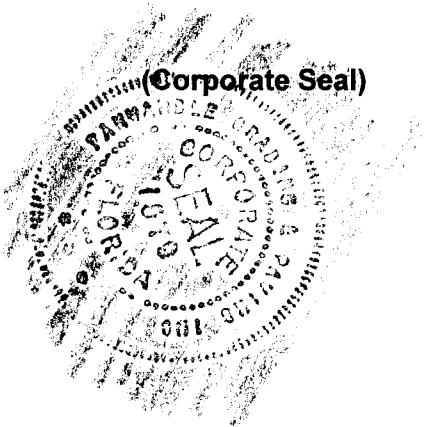
ATTEST: Corporate Secretary

By: [Signature]
Secretary

By: [Signature]

Its: Vice President

Date: 1/3/2012



BCC Approved: December 8, 2011

EXHIBIT A
GENERAL TERMS AND CONDITIONS

Section 1. INTENT OF CONTRACT DOCUMENTS.

- 1.1. It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied whether or not specifically called for. When words, which have a well-known technical or trade meaning, are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in effect at the time the Work is performed, except as may be otherwise specifically stated herein.
- 1.2. If, during the performance of the Work, Contractor discovers a conflict, error or discrepancy in the Contract Document, Contractor immediately shall report same to County and before proceeding with the Work affected thereby shall obtain an interpretation or clarification from the County. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.
- 1.3. Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications of other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the County. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.
- 1.4. "Engineer", where referenced on the drawings or in the specifications or in other related documents, shall mean the Escambia County Engineer or the designated representative thereof.

Section 2. INVESTIGATION AND UTILITIES.

- 2.1. Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the Project area as a whole; topography and ground surface conditions; nature and quality of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and

during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

- 2.2.** Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Section 2 as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Where Utilities block construction, Contractor shall aggressively pursue relocation by the Utility owners. Contractor shall immediately notify the County of any delays due to Utilities blockage and document all attempts to resolve such blockage. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

Section 3. SCHEDULE.

- 3.1.** The Contractor, within ten (10) calendar days after receipt of the Notice of Award, shall prepare and submit to County, for review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress Schedule shall relate to all Work required by the Contract Documents and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the various stages of the Work and shall include dates of Shop Drawing Submittals.
- 3.2.** The Progress Schedule shall be updated monthly by the Contractor. All monthly updates to the Progress Schedule shall be subject to the County's review and approval. Contractor shall submit the updates to the Progress Schedule with its Applications for Payment noted below. The County's review and approval of the submitted Progress Schedule updates shall be a condition precedent to the County's obligation to pay Contractor.

Section 4. PROGRESS PAYMENTS.

- 4.1.** Prior to submitting its first Application for Payment, Contractor shall submit to County, for its review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the County, this schedule of values shall be used as the basis for the Contractor's Applications for Payment. This schedule shall be updated and submitted along with a completed and notarized copy of the Application for Payment form attached to the Agreement as Exhibit E.
- 4.2.** Prior to submitting its first Monthly Application for Payment, Contractor shall submit to County a complete list of all its proposed subcontractors and material men, showing the work and materials involved. The first Application for Payment shall be submitted no earlier than thirty (30) days after Commencement Date.
- 4.3.** If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the County in writing, the Application for Payment will subdivide the work into component parts in sufficient detail to serve as the basis for a progress payment and shall also be

accompanied by a bill of sale, invoice or other documentation warranting that upon payment by County, the County shall receive the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect County's interest therein, all of which shall be subject to the County's prior written approval.

- 4.4. Contractor shall submit four (4) copies of each of its Applications for Payment to the County on or about the 25th day of each month for work performed during that month. Contractor shall submit no more than one application for payment each month. Within ten (10) calendar days after receipt of each Application for Payment, the County shall either: (1) indicate approval of the requested payment; (2) indicate approval of only a portion of the requested payment, stating in writing the reasons therefore; or (3) return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment. In the event of a total denial and return of the Application for Payment by the County, the Contractor may make the necessary corrections and resubmit the Application for Payment. The County shall, within thirty (30) calendar days after County approval of an Application for Payment, pay the Contractor the amounts so approved. Provided, however, in no event shall the County be obligated to pay an amount greater than that portion of the Application for Payment approved by the County.
- 4.5. County shall retain ten percent (10%) of the gross amount of each monthly payment request or ten percent (10%) of the portion thereof approved by the County for payment whichever is less. The retained sum shall be accumulated and not released to Contractor until final payment is due. Any interim interest on such sums shall accrue to County.
- 4.6. Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work.
- 4.7. Each Application for Payment shall be accompanied by Release and Affidavit, in the form attached as Exhibit D, showing that all materials, labor, equipment and other bills associated with that portion of the Work payment is being requested or have been paid in full. The County shall not be required to make payment until and unless these affidavits are furnished by Contractor.
- 4.8. Applications for Payment will not be approved unless all submittals required by the Contract documents, up to that point, are provided and "As-Built" record documents are maintained as required by Section 8.2.

Section 5. PAYMENTS WITHHELD.

- 5.1. The County may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The County may nullify the whole or any part of any approval for payment previously issued and County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between County and Contractor, to such extent as may be necessary in the County's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within

the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents. If these conditions are not remedied or removed, County may, after three (3) days written notice, rectify the same at Contractor's expense. County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to County, whether relating to or arising out of this Agreement or any other agreement between Contractor and County.

Section 6. FINAL PAYMENT.

- 6.1. County shall make final payment to Contractor within forty-five (45) calendar days after the Work is finally inspected and accepted by County in accordance with Section 20.1 herein, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished County with a properly executed and notarized copy of the Release and Affidavit attached as Exhibit D, as well as, a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents or the County.
- 6.2. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by County shall be deemed to be a waiver of County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the County at the time of final inspection.

Section 7. SUBMITTALS AND SUBSTITUTIONS.

- 7.1. Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. When submitted for the Engineer's review, Shop Drawings shall bear the Contractor's certification that the Contractor has reviewed, checked, and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Documents. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.
- 7.2. Prior to submitting its first Application for Payment, Contractor shall provide to County a video tape in VHS format showing the pre-existing conditions located within the limits of construction.
- 7.3. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by County if sufficient information is submitted by Contractor to allow the County to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by County from anyone other than Contractor and all such requests must be submitted by Contractor to County within thirty (30) calendar days after Notice to Proceed is received by Contractor.

- 7.4. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to the County for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with County for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the County in evaluating the proposed substitute. The County may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.
- 7.5. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the County, if Contractor submits sufficient information to allow the County to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the County shall be the same as those provided herein for substitute materials and equipment.
- 7.6. The County shall be allowed a reasonable time within which to evaluate each proposed substitute. The County shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the County's prior written acceptance, which shall be evidenced by either a Change Order or an approved Shop Drawing. The County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

Section 8. DAILY REPORTS, AS-BUILTS, AND MEETINGS.

- 8.1. Unless waived in writing by County, Contractor shall complete and submit, along with its Application for Payment, to the County on a monthly basis a daily log of the Contractor's work for the preceding month in a format approved by the County. The daily log shall document all activities of Contractor at the Project site including, but not limited to, the following:
- 8.1.1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the Work;
 - 8.1.2. Soil conditions which adversely affect the Work;
 - 8.1.3. The hours of operation by Contractor's personnel and subcontractor's personnel;
 - 8.1.4. The number of Contractor's and subcontractor's personnel present and working at

the Project site, by subcontract and trade;

8.1.5. All equipment present at the Project site, description of equipment use and designation of time equipment was used (specifically indicating any down time);

8.1.6. Description of Work being performed at the Project site;

8.1.7. Any unusual or special occurrences at the Project site;

8.1.8. Materials received at the Project site

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to County pursuant to the Contract Documents.

8.2. Contractor shall maintain in a safe place at the Project site one record copy of the Contract Documents, as well as all shop drawings and other Contractor submittals and all written interpretations and clarifications issued by the County, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to County for reference. Upon completion of the Work, and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to County by Contractor.

8.3. Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. County, or any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

Section 9. CONTRACT TIME AND TIME EXTENSIONS.

9.1. Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and material men, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission of Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents.

- 9.2. Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay. Written supporting data with specific details of Contractor operations, which were delayed, shall be submitted to the County within fifteen (15) calendar days after the occurrence of the delay, unless the County grants additional time in writing for such submittals, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension.
- 9.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damages For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.
- 9.4. Requests for delays due to adverse weather conditions shall meet all of the following conditions:
- 9.4.1. Contractor notified the County in writing within forty-eight (48) hours of the delay.
- 9.4.2. The weather was unusual as documented by supporting data.
- 9.4.3. The weather did have an adverse impact on the contractor's schedule (critical path only).
- 9.4.4. The Contractor and inspector's daily logs corroborate the adverse impact. Where a conflict exists between the weather data and the daily reports, the daily reports will take precedence.

Section 10. CHANGES IN THE WORK.

- 10.1. County shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost and/or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of County, and County shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of County is authorized to direct any extra or changed work orally.

- 10.2.** A Construction Change Order, in the form attached as Exhibit F to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor and County concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount and Contract Time shall be adjusted in the Change Order in the manner as County and Contractor shall mutually agree.
- 10.3.** If County and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by County in a written Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by County. If Contractor disagrees with the County's adjustment determination, Contractor must make a claim pursuant to Section 11 of these General Conditions or else be deemed to have waived any claim on this matter it might otherwise have had.
- 10.4.** In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.
- 10.5.** County shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Change Order.
- 10.6.** The County shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount or an extension to the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes may be affected by Field Order or by other written order. Such changes shall be binding on the Contractor.

Section 11. CLAIMS AND DISPUTES.

- 11.1.** A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between County and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.
- 11.2.** Claims by the Contractor shall be made in writing to the County within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the County within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 10.4.

- 11.3. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the County in writing. County shall continue to make payments in accordance with the Contract Documents pending Claim.

Section 12. OTHER WORK.

- 12.1. County may perform other work related to the Project at the site by County's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, notice thereof will be given to Contractor. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact with specific details of anticipated costs and delays to County within forty-eight (48) hours of being notified of the other work. Written supporting data of actual need for additional time or additional expense, shall be submitted to the County within fifteen (15) calendar days after completion of other work, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension or adjustment to the Contract Amount.
- 12.2. Contractor shall afford each utility owner and other contractor (or County, if County is performing the additional work with County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the County and the others whose work will be affected.
- 12.3. If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or County), Contractor shall inspect and promptly report to County in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work.

Section 13. INDEMNIFICATION AND INSURANCE.

- 13.1. Contractor agrees to save harmless, indemnify, and defend County and its consultants, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first \$100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for

within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement.

The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

- 13.2.** Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in Exhibit C to the Agreement. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies, which are registered with the State of Florida. All commercial insurance carriers providing the Contractor with required insurance shall be a minimum financial size category of VII according to the AM Best Rating Guide, latest edition. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Within ten (10) calendar days after Notice of Award is received by Contractor and prior to the commencement of work, Contractor shall provide County with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by County, such as "Acord Form 25". The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. Certificates of Insurance shall be mailed to Escambia County in care of: Purchasing Manager, Purchasing Division, P.O. Box 1591, Pensacola, Florida 32597-1591. In addition, certified, true and exact copies of all insurance policies required hereunder shall be provided to County, on a timely basis, when requested by County.
- 13.3.** The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice by registered or certified mail shall be given County of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.
- 13.4.** All insurance coverages of the Contractor shall be primary to any insurance or self-insurance program carried by the County applicable to this Project. The acceptance by County of any Certificate of Insurance does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project site unless and until the required Certificates of Insurance are received by the County.
- 13.5.** Contractor shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in Exhibit C, unless such insurance requirements for the subcontractor is expressly waived in writing by the County. All liability insurance policies, other than professional liability, worker's compensation and employer's liability policies, obtained by Contractor to meet the

requirements of the Contract Documents shall name Escambia County as an additional insured and shall contain Severability of Interest provisions. Escambia County shall also be designated as certificate holder with the address of P. O. Box 1591, Pensacola, Florida 32597-1591. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by County, certified, true copies of the renewal policies shall be furnished by Contractor within thirty (30) days prior to the date of expiration.

- 13.6. All liability policies shall be underwritten on the "occurrence" basis, unless otherwise approved in writing by the County Division of Risk Management. "Claims made" policies, if approved by the Risk Manager, and subsequent insurance certificates shall provide a "retro-date" which shall include the effective date of the contract. "Claims-made" renewals or carrier and policy replacements shall reflect the original "retro-date."
- 13.7. Should at any time the Contractor not maintain the insurance coverages required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.
- 13.8. Contractor shall submit to County a copy of all accident reports arising out of any injuries to its employees or those of any firm or individual to whom it may have subcontracted a portion of the Work, or any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor under the Contract Documents.
- 13.9. Duty to Provide Legal Defense. The Contractor agrees to pay, to Escambia County, as well as provide a legal defense for the County, which shall include attorney's fees and costs, both of which will be done only if and when requested by the County, for all claims as described in paragraph 13.1. Such payment on behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Section 14. COMPLIANCE WITH LAWS.

- 14.1. Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify County in writing. Compliance with the above laws shall include but is not limited to: (1) the Occupational Safety and Health Act, 29 CFR 1910 and 1926, respectively, General Industry Standards and Construction Industry Standards, including regulations regarding Trenching and Shoring; (2) the Florida Workers' Compensation Law, Chapter 440, Florida Statutes; (3) Rules 38F and 38I, Florida Administrative Code; and (4) Section 102, Standard Specifications for Road and Bridge Construction, Florida Department of Transportation.

Section 15. CLEANUP AND PROTECTIONS.

- 15.1. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy by County. Non-compliance with directives of this section may serve as a basis of rejection of Application for Payment.
- 15.2. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work.

Section 16. ASSIGNMENT.

- 16.1. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward County.

Section 17. PERMITS, LICENSES AND TAXES.

- 17.1. Except as noted in paragraph 17.2 all permits and licenses necessary for the prosecution of the Work shall be procured and paid for by Contractor. All permits or fees, including but not limited to, all license fees, permit fees, impact fees or inspection fees payable by Contractor to County have been disclosed to Contractor in the bidding documents or other request for proposal at the time the Project was let for bid. If Contractor performs any Work without obtaining, or contrary to, such permits or licenses, Contractor shall bear all costs arising there from. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.
- 17.2. Permits required for the Work from FDOT, FDEP, the Army Corps of Engineers, and any archeological permitting agency will be paid for and obtained by the County.
- 17.3. Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

Section 18. TERMINATION FOR DEFAULT.

- 18.1. Contractor shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the County or as provided for in the approved Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared

bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

- 18.2.** County shall notify Contractor in writing of Contractor's default(s). If County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which County, in its sole discretion, may choose.
- 18.3.** If County deems any of the foregoing remedies necessary, Contractor agrees that is shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, and this obligation for payment shall survive termination of the Agreement.
- 18.4.** The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.
- 18.5.** If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against County shall be the same as and limited to those afforded Contractor below under Subsection 19.1, Termination for Convenience.
- 18.6.** If the Contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement then the County may, without prejudice to any right or remedy and after giving the Contractor and his surety, if any, seven (7) days written notice, during which period Contractor still fails to allow access, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Contractor,

and may finish the project by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontract work).

Section 19. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION.

- 19.1. County shall have the right to terminate this Agreement without cause upon seven (7) calendar days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.
- 19.2. County shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

Section 20. COMPLETION.

- 20.1. Upon receipt of written notice, the County will ascertain whether the work or designated portions thereof are ready for the Engineer's substantial completion inspection. From the Engineer's list of incomplete or unsatisfactory items, a schedule for the County's review will be prepared for their completion indicating such completion dates. The County will issue a Certificate of Substantial Completion when the work on the punch list has been accomplished.
- 20.2. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the County shall promptly make such inspection and, if it finds the work acceptable and fully performed under the Contract Documents, shall promptly issue a Certificate of Final Completion and Recommendation for Payment, stating that, on the basis of observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor is due and payable. The final payment shall not become due and payable until Contractor submits: (1) the Release and Affidavit in the form attached as Exhibit D, (2) consent of surety to final payment, (3) if required by County, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by County, and (4) a published copy of the Notice of Completion as provided for in this section. County reserves the right to inspect the Work and make an independent determination as to the Work's acceptability. Unless and until the County is completely satisfied, the final payment shall not become due and payable.

- 20.3. After the Work is ready for final inspection and acceptance by the County, a legal advertisement must be published by the Contractor in a local newspaper of a general countywide circulation at least thirty (30) days before final payment shall be made. Example of such publication is as follows:

Legal Notice of Completion

Notice is hereby given that the undersigned Contractor has completed and has ready for acceptance by the Board of County Commissioners of Escambia County, Florida, the following construction project:

(Project Name and Address)

(Legal Name and Address - entity of the Contractor)

Subcontractors, material men, and other persons having payment claims against the Contractor relating to this project should govern themselves accordingly.

Section 21. WARRANTY.

- 21.1. Contractor shall obtain and assign to County all express warranties given to Contractor or any subcontractors by any material men supplying materials, equipment or fixtures to be incorporated into the Project. Contractor warrants to County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within two (2) years after substantial completion and acceptance, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from County. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work, which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which County is entitled as a matter of law. The Performance Bond shall remain in full force and effect throughout the two (2) year Warranty Period.

Section 22. PROJECT LAYOUT AND CONTROL.

- 22.1. Engineer will provide survey control, referencing beginning and ending stations, P.C.'s, P.T.'s and intermediate stations at 500 foot intervals. Staking is to be set along control line (base line or centerline of right-of-way, as indicated on plans) or at an offset determined by the Engineer. Bench Marks will be provided at intervals no greater than 1000 feet. The Engineer at the Contractor's expense shall replace any of these points, which are disturbed or destroyed by the Contractor.

- 22.2.** Contractor shall employ a competent Engineer or Land Surveyor licensed in the State of Florida familiar with construction control procedures to lay out all other parts of the work, and to establish all points, grades and levels necessary to locate the work. The Contractor shall be held responsible for all mistakes that may be caused by his incorrect layout and grade spotting work, or caused by the loss or disturbance of the Engineer's layout work.
- 22.3.** Should the Contractor in the course of the work find that the points, grades, and levels which are shown upon the Drawings are not conformable to the physical conditions of the locality at the proposed work or structure, he shall immediately inform the Engineer of the discrepancy between the actual physical conditions of the locality of the proposed work, and the points, grades and levels which are shown on the Drawings. No claim shall be made by the Contractor against the Owner for compensation or damage by reasons for failure of the Engineer to represent upon said Drawings, points, grades and levels conformable to the actual physical conditions of the locality of the proposed work.

Section 23. TESTS AND INSPECTIONS.

- 23.1.** County, its respective representatives, agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide County with timely notice of readiness of the Work for all required inspections, tests or approvals.
- 23.2.** If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish County the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the County.
- 23.3.** If any Work that is to be inspected, tested or approved is covered without written concurrence from the County, such work must, if requested by County, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given County timely notice of Contractor's intention to cover the same and County has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from County, such Work must, if requested by County, be uncovered for County's observation and be replaced at Contractor's sole expense.
- 23.4.** Neither observations by the County nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.
- 23.5.** Prior to payment for any Work for which testing is specified, Contractor shall provide the County a copy of reasonably acceptable test results relating to such work as required by the technical specifications of the solicitation.

Section 24. DEFECTIVE WORK.

- 24.1.** Work not conforming to the requirements of the Contract Documents shall be deemed defective Work. If required by County, Contractor shall as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the defective Work has been rejected by County, remove it from the site and replace it with acceptable Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold County harmless for same.
- 24.2.** If the County considers it necessary or advisable that covered Work be observed by County or inspected or tested by others, Contractor, at County's request, shall uncover, expose or otherwise make available for observation, inspection or tests as County may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension of the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.
- 24.3.** If any portion of the Work is defective, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, County may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of County to stop the Work shall not give rise to any duty on the part of County to exercise this right for the benefit of Contractor or any other party.
- 24.4.** Should the County determine, at its sole opinion, it is in the County's best interest to accept defective Work, the County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective Work after final payment, Contractor at the discretion of the County shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective Work or shall increase in the Work's warranty period beyond two (2) years.
- 24.5.** If Contractor fails, within a reasonable time after the written notice from County, to correct defective Work or to remove and replace rejected defective Work as required by County, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, County may, after seven (7) days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, County may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take possessions of Contractor's tools, appliances, construction equipment and machinery at the Project site and

incorporate in the Work all materials and equipment stored at the Project site or for which County has paid Contractor but which are stored elsewhere. Contractor shall allow County, and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable County to exercise the rights and remedies under this Subsection. All direct, indirect and consequential costs of County in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by County of County's rights and remedies hereunder.

Section 25. SUPERVISION AND SUPERINTENDENTS.

- 25.1. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent acceptable to the County, who shall not be replaced without prior written notice to County except under extraordinary circumstances. The resident superintendent shall possess Florida Department of Transportation approved training and certifications applicable to the Work, including but not limited to National Pollutant Discharge Elimination System (NPDES) Stormwater Management and Maintenance of Traffic Control Devices. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. County shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause.

Section 26. PROTECTION OF WORK.

- 26.1. Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor, or any one for whom Contractor is legally liable, is responsible for any loss or damage to the Work, or other work or materials of County or County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.
- 26.2. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

Section 27. EMERGENCIES.

- 27.1. In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from County is obligated to act to prevent threatened damage, injury or loss. Contractor shall give County written notice within forty-eight (48) hours after the occurrence

of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Document have been caused thereby. If the County determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

Section 28. USE OF PREMISES.

- 28.1.** Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.
- 28.2.** Contractor shall provide and maintain in a neat, sanitary condition such accommodation for the use of his employees as may be necessary to comply with the regulations of the State Board of Health or other bodies having jurisdiction. He shall commit no public nuisance.

Section 29. SAFETY.

- 29.1.** The Contractor shall designate in writing the individual responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
- 29.1.1.** All employees of the Work and other persons and/or organizations who may be affected thereby;
- 29.1.2.** All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and
- 29.1.3.** Other property on Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the contract documents.
- 29.2.** The Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by County has occurred.

- 29.3.** The Contractor shall adhere at all times to the minimum safety guidelines for construction and renovation projects as set out in Exhibit C of this Agreement.

Section 30. PROJECT MEETINGS.

- 30.1.** Prior to the commencement of Work, the Contractor shall attend a pre-construction conference with the County to discuss the Progress Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Contractor shall attend any and all meetings convened by the County with respect to the Project, when directed to do so by County. Contractor shall have its subcontractors and suppliers attend all such meetings (including the pre-construction conference) as may be directed by the County.

EXHIBIT B
PERFORMANCE AND PAYMENT BOND

BOND NO. _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That _____

(Insert name, address, and phone number of contractor)

_____, as Principal, and

_____,
(Insert full name, home office address and phone number of surety)

as Surety, are held and firmly bound unto the Board of County Commissioners for Escambia County, Florida,
221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, as Obligee in the sum of

_____ Dollars (\$_____), for the payment whereof we bind ourselves,
our heirs, executors, personal representatives, successors and assigns, jointly and severally, firmly by these
present.

WHEREAS, Principal has entered into a contract dated as of the _____ day of _____, 20____,
with Obligee for Contract No. _____,

(Insert name of project, including legal description, street address of property and

general description of improvement) _____

in accordance with drawings and specifications, which contract is by reference made a part hereof, and is
hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and
2. Pays Obligee any and all losses, damages, costs and attorneys' fees that Obligee sustains because of any default by Principal under the Contract; and
3. Performs the guarantee of all work and materials furnished under the Contract applicable to the work and materials, then this bond is void; otherwise it remains in full force; and
4. Principal understands and agrees that this bond shall remain in full force and effect throughout the two (2) year warranty period after substantial completion of the work.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a common law bond.

In no event will the Surety be liable in the aggregate to Oblige for more than the penalty sum of this Performance Bond, regardless of the number of suits that may be filed by Oblige.

IN WITNESS WHEREOF, the above parties have executed this instrument this ____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these premises duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered

in the presence of: PRINCIPAL:

By: _____
Name: _____
Its: _____

Witnesses as to Principal

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

(Signature)
Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

ATTEST:

SURETY: _____
(Printed Name)

Witness

(Business Address)

Witness

(Authorized Signature)

(Printed Name)
OR

As Attorney In Fact (Attach Power)

Witnesses

(Business Address)

(Printed Name)

(Telephone Number)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____
by _____, as _____ of _____ as
Surety, on behalf of Surety. He/she is personally known to me OR has produced _____ as
identification and did (did not) take an oath.
My Commission Expires:

(Signature)
Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

BOND NO. _____

PAYMENT BOND

BY THIS BOND, We, _____
(Insert name, address and phone number of contractor)

_____ (hereinafter called the "Principal")

and _____ (hereinafter called the "Surety"),
(Insert name)

located at _____, a surety insurer
(Insert address and phone number)

chartered and existing under the laws of the State of _____ and authorized to do business

in the State of Florida, are held and firmly bound unto the Board of County Commissioners for Escambia

County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, (hereinafter called

the "County") in the sum of _____ (\$_____) for

payment of which we bind ourselves, our heirs, our personal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal and County have reached a mutual agreement relating to Contract No. _____

(hereinafter referred to as the "Contract") as of _____ (the bid award date for projects thereto)

for the purpose of _____
(Insert name of project, including legal description, street address of property and general description of

improvement.)

said Contract being made a part of this Bond by this reference.

NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:

1. Performs the contract dated _____, _____, between Principal and County for construction of _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays County all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the County sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

BE IT FURTHER KNOWN:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the County of any extension of time for the performance of the said Contract, or any other forbearance on the part of the County or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.
2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.
3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to Section 255.05, Florida Statutes.

THIS BOND DATED THE _____ DAY OF _____, 20____ (the date of issue by the Surety or by the Surety's agent and the date of such agents power-of-attorney).

Signed, sealed and delivered

in the presence of:

PRINCIPAL:

By: _____
Name: _____
Its: _____

Witnesses as to Principal

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

(Signature)

Name: _____

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____

ATTEST:

SURETY: _____

(Printed Name)

Witness

(Business Address)

(Authorized Signature)

Witness

(Printed Name)

OR

As Attorney In Fact (Attach Power)

Witnesses

(Business Address)

(Printed Name)

(Telephone Number)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____,
20____, by _____, as _____ of
_____ as Surety, on behalf of Surety. He/she is personally known to me **OR**
has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

(Signature)

Name: _____

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____

EXHIBIT C
INSURANCE AND SAFETY

INSURANCE - BASIC COVERAGES REQUIRED

The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such on policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the Contract Documents, whether such services, work and operations be by the Contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The Contractor shall require, and shall be responsible for assuring throughout the time the Agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the Contractor. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the Contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The Contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The Contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The Contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations, which arise out of this agreement, contract or lease.

Workers Compensation Coverage

The Contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile And Excess Or Umbrella Liability Coverage

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies of the Insurance Services Office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers Compensation Coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The Contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage

Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

Excess or Umbrella Liability Coverage

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance

Required insurance shall be documented in Certificates of Insurance. If and when required by the County, Certificates of Insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the Certificate of Insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverages(s) indicated on each Certificate of Insurance.

New Certificates of Insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the Contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information.

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.

- 3.** Disclose any self-insured retentions in excess of \$1,000.
- 4.** Designate Escambia County as the certificate holder as follows:
Escambia County
Attention: Bob Dennis, MABA, CPPB, Purchasing Specialist
Office of Purchasing
P.O. Box 1591
Pensacola, FL 32597-1591
Fax (850) 595-4805
- 5.** Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For Commercial General Liability coverage the Contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

EXHIBIT D
RELEASE AND AFFIDAVIT

COUNTY OF ESCAMBIA
STATE OF FLORIDA

Before me, the undersigned authority, personally appeared _____,
who after being duly sworn, deposes and says:

- (1) In accordance with the Contract Documents and in consideration of \$_____ paid, _____ ("Contractor") releases and waives for itself and its subcontractors, material men, successors and assigns, all claims demands, costs and expenses, whether in contract or in tort, against the Board of County Commissioners of Escambia County, Florida, ("County") relating in any way to the performance of the Agreement between Contractor and County dated _____, 20____, for the period from _____ to _____.
- (2) Contractor certifies for itself and its subcontractors, material men, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which County might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.
- (3) Contractor agrees to indemnify, defend and save harmless County from all demands or suits, actions, claims of liens or other charges filed or asserted against the County arising out of the performance by Contractor of the Work covered by this Release and Affidavit.
- (4) This Release and Affidavit is given in connection with Contractor's (monthly/final) Application for Payment No. _____.

CONTRACTOR:

By: _____

Its: _____ President

Date: _____

Witnesses

[Corporate Seal]

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

(AFFIX OFFICIAL SEAL)

(Signature)

Name:

(Legibly Printed)

Notary Public, State of _____
Serial No., If Any: _____

EXHIBIT E
FORM OF CONTRACT APPLICATION FOR PAYMENT

- AIA DOCUMENT #G702, 1992 EDITION
- AIA DOCUMENT #G703, 1992 EDITION

EXHIBIT F
CONSTRUCTION CHANGE ORDER

Change Order Number _____ Contract Number _____ PD _____
Date: _____ Dated _____

To: _____

Project Name: _____

You hereby are authorized and directed to make the following changes in accordance with terms and conditions of the Agreement:

Describe changes here;

	Dollars	Time in Calendar Days
Original Contract Amount	\$ _____	_____
Sum of Previous Changes	\$ _____	_____
This Change Order	\$ _____	_____

Adjusted Agreement Amount	\$ _____	_____

The contract substantial completion date will be **increased/decreased** by ____ calendar days due to this Change Order. The new contract substantial completion date is _____. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement indicated above, as fully as if the same were repeated in this acceptance.

The adjustment, if any, to this Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay cost.

The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a \$25,000.00 or greater value Change Order.

☐ Check if applicable and provide written confirmation from the bonding company/agent (attorney-in-fact) that the amount of the Performance and Payment bonds have been adjusted to 100% of the new contract amount.

Accepted: _____, 20____

By: _____
Contractor

By: _____
Engineer

By: _____
Owner

EXHIBIT G
PAYMENT ADJUSTMENT - BITUMINOUS MATERIALS.

1. The bid unit price for Bituminous Material will be adjusted to reflect changes, both increases and decreases, in the Asphalt Index price of bituminous material from that in effect during the month in which bids were received for this contract. The Contractor will not be given the option to reject this cost adjustment of Bituminous Materials. This adjustment will be made in accordance with the following criteria:
 - 1.1. Price adjustments will apply only to the price of bituminous material F. O. B. manufacturer's asphalt terminal and will not reflect variations in the cost of transportation from the terminal to the job site.
 - 1.2. Price adjustments will be made for all bituminous material incorporated into asphalt pavement whether paid for under a separate bid item or under other items, which include the cost of bituminous material.
 - 1.3. Price adjustments will not be made until the semi-final or final payment is made on the contract. The bid unit price for bituminous material will be used in preparing monthly progress payments.
 - 1.4. No price adjustment reflecting any further increases in the cost of bituminous material will be made for any month after expiration of the allowable contract time, including any extensions that may be granted.
 - 1.5. The adjusted unit price shall be calculated for the month during which the material was incorporated into the project in accordance with the following formula:

Pa ' PbX(I_d-I_b) where:
Pa ' Adjusted unit price for Bituminous Material. (To be calculated separately for each month during which bituminous material is used and will reflect an increased or decreased price.)
Pb ' Bid unit price for Bituminous Material.
I_d ' Asphalt Price Index during the month in which the material is incorporated into the project.
I_b ' Asphalt Price Index during the month in which bids were received for this contract.
 - 1.6. The County will determine the Asphalt Price Index for each month. The Index shall be determined by averaging quotations in effect on the first day of the month at all terminals, which could reasonably be expected to furnish bituminous material to projects in the State of Florida.
 - 1.7. A price adjustment will be made only when the current Asphalt Price Index varies by 5% or more from the Index that was applicable when bids were received or 5% or more from when the last previous adjustment was made.

The Asphalt Price Index to be used by the County will be that used by the Florida Department of Transportation, as available from them after the 15th of each month.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4351

County Administrator's Report 14. 19.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/10/2013

Issue: Acquisition of Property Located on Herman Street from Tornado Fence, Inc.

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acquisition of Property Located on Herman Street from Tornado Fence, Inc. - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action regarding the acquisition of a parcel of real property (approximately 1.24 acres), located on Herman Street, from Tornado Fence, Inc.:

A. Authorize the purchase of a parcel of real property located on Herman Street (approximately 1.24 acres), for the negotiated purchase price of \$3,000 from Tornado Fence, Inc., in accordance with the terms and conditions contained in the Contract for Sale and Purchase;

B. Approve the Contract for Sale and Purchase for the acquisition of a parcel of real property located on Herman Street (approximately 1.24 acres); and

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

[Funding Source: Fund 352, LOST III, Cost Center 210107, Object Code 56101/56301, Project No. 12EN1763]

The Herman Street/Delano Street area between Pace Boulevard and Palafox Highway has a long history of stormwater drainage issues, including flood damage to residences and businesses and road and drainage infrastructure. An Engineering study of this area indicates the need for additional property for stormwater retention purposes. Tornado Fence Inc., owns property located on Herman Street, which is part of an old borrow pit that holds water, but is not a functioning retention pond. The County would like to acquire this property for retention pond purposes as part of the stormwater drainage project for this area.

BACKGROUND:

The Herman Street /Delano Street area between Pace Boulevard and Palafox Highway has a long history of stormwater drainage issues, including flood damage to residences and businesses and road and drainage infrastructure. An Engineering study of this area indicates the need for additional property for stormwater retention purposes. Tornado Fence Inc., owns property located on Herman Street, which is part of an old borrow pit that holds water but is not a functioning retention pond. The County would like to acquire this property for retention pond purposes as part of the stormwater drainage project for this area.

Pursuant to the Board's adoption of the Policy for Real Property Acquisitions Related to Roads and Drainage Projects, dated April 21, 2011, staff entered into negotiations with Tornado Fence, Inc., to acquire a parcel of real property (approximately 1.24 acres) they own located on Herman Street. The property owner indicated a willingness to sell the property for \$3,000 which staff considers a reasonable offer based on recent sales of comparable properties in this area according to the Escambia County Property Appraiser's website.

Staff prepared, and the property owner agreed to sell the property in accordance with the terms and conditions contained in the Contract for Sale and Purchase, with the understanding that this acquisition requires final Board approval. The Contract for Sale and Purchase includes an offer to purchase the property for the negotiated amount of \$3,000 with the owner/seller being responsible for payment of documentary stamps and other closing costs. Staff is requesting Board approval of this acquisition and the Contract for Sale and Purchase.

BUDGETARY IMPACT:

Funding for this project is available in Fund 352 (LOST), Cost Center 210107, Object Code 56101/56301, Project No. 12EN1763.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's office will prepare the closing documents and conduct the closing for the purchase of this property. The Contract for Sale and Purchase was approved as to form and legal sufficiency by Stephen West, Assistant County Attorney, on May 15, 2013.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

These actions are consistent with the provisions of Section 46-139 of the Escambia County code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon board approval, staff will maintain compliance with Section 46-139 of the County Codes.

Attachments

Contract for Sale and Purchase

Parcel Information

Acquisition Checklist

Title Commitment

Aerial View Map

CONTRACT FOR SALE AND PURCHASE

This is a Contract for Sale and Purchase ("Contract"), between TORNADO FENCE, INC., a Florida corporation, by S. Bruce Cobia, President, whose mailing address is 416 Herman Street, Pensacola, Florida 32505 ("Seller"), and ESCAMBIA COUNTY, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 ("Buyer").

1. AGREEMENT. Seller agrees to sell and Buyer agrees to buy the real property and improvements described in Exhibit A (the "Property") upon the terms and conditions stated in this Contract. Authorization for this purchase was obtained during a duly advertised meeting of the Board of County Commissioners held on _____, 2013.

2. PURCHASE PRICE; PAYMENT. The purchase price is Three Thousand Dollars (\$3,000), payable to Seller at closing.

3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; FACSIMILE. If the Contract is not executed by and delivered to all parties, or fact of execution communicated in writing between the parties, the Contract will be null and void. A facsimile copy of the Contract and any signatures on the Contract will be considered for all purposes as originals. The effective date ("Effective Date") of the Contract is the date when the last party signs the Contract.

4. TITLE EVIDENCE. Within thirty (30) days from the Effective Date of this Contract, Buyer shall examine title to the Property. If the title is found to be defective in Buyer's opinion, Buyer shall notify Seller in writing specifying the defects, and Seller shall have one hundred twenty (120) days from receipt of notice within which to cure the defects and the date for closing shall be accordingly extended. If Seller is unsuccessful in removing the defects within that time to Buyer's reasonable satisfaction, Buyer shall have the option of either (i) accepting title as it then is, including the title defect, or (ii) terminating this Contract, whereupon Buyer and Seller shall be released for all obligations under the Contract.

5. SELLER'S AFFIDAVITS AS TO UNRECORDED MATTERS, POSSESSION AND MECHANIC'S LIENS. Subject to any provisions in the Contract to the contrary, Seller must furnish to Buyer at closing affidavits in a form acceptable to the Buyer and sufficient to remove standard printed exceptions to title in an owner's policy of title insurance regarding (i) unrecorded matters (except for taxes not yet due and payable and special assessments not shown by the public records), (ii) parties in possession, except for the rights of tenants, if any, as tenants only, in possession and occupancy of the Property under written leases which have been furnished to Buyer by Seller and accepted by Buyer in writing, and (iii) mechanic's liens. Seller represents to Buyer that there are and at closing there will be no tenants or lessees occupying the Property or any portion of the Property. The Seller's Affidavits must contain information required for completion of Internal Revenue Service 1099 Form and a FIRPTA disclosure.

6. COSTS AND EXPENSES. Seller and Buyer will pay costs and expenses as follows: prorated ad valorem taxes and assessments (Seller); Deed Documentary Stamp Tax (Seller); Survey

(Buyer); Title Insurance (Buyer); Recording of Deed (Buyer); Buyer's Attorney's Fees (Buyer); Seller's Attorney's Fees (Seller); Environmental Assessment (Buyer), costs to cure title defects and encumbrances on title (Seller).

7. **BROKERS.** Neither Buyer nor Seller have utilized the services of, or for any other reason owes compensation to, a licensed real estate broker.

8. **TAXES AND ASSESSMENTS.** All real estate taxes and assessments which are or which may become a lien against the Property must be satisfied by Seller at closing. In the event the closing occurs between January 1 and November 1, Seller must, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer, based upon the current assessment and millage rates on the Property. In the event the closing occurs on or after November 1, Seller must pay to the tax collector an amount equal to the taxes that are determined to be legally due and payable.

9. **CONVEYANCE AND TRANSFER OF TITLE.** Seller shall convey title to the Property by Warranty Deed.

10. **CLOSING.** This transaction will be closed and the Warranty Deed and other closing documents prepared by the Office of the County Attorney, 221 Palafox Place, Suite 430, Pensacola, Florida 32502. Closing shall occur on or before thirty (30) days from the Effective Date of this Contract unless the date for closing is extended by mutual agreement of the parties or as otherwise provided in this Contract.

11. **CLOSING PROCEDURE: DISBURSEMENT OF PROCEEDS OF SALE.** At closing, Seller shall deliver the Warranty Deed and the proceeds of the sale will be disbursed to Seller in accordance with a settlement statement signed by both parties.

12. **FAILURE OF PERFORMANCE.** If Buyer fails or refuses to perform the Contract and Seller is not in default under this Contract, Seller will receive the deposit/earnest money, if any, plus all interest accrued, and other reasonable costs incurred by the Seller in reliance on the Contract, to be paid by Buyer as liquidated damages, consideration for the execution of the Contract and in full settlement of any claims for damages and as Seller's sole remedy under the Contract and Seller have no right of specific performance. If Seller fails or refuses to perform the Contract for any reason and Buyer is not in default under the Contract, (i) Buyer may proceed in law or in equity to enforce Buyer's rights under the Contract, or (ii) Buyer may elect to terminate the Contract and to receive the return of Buyer's deposit, plus interest earned, and reimbursement from Seller for all costs and expenses Buyer incurred with regard to the Contract in full settlement of any claims for damages.

13. **ATTORNEYS' FEES; COSTS.** Each party shall be responsible for their own attorneys' fees and costs in connection with any litigation or other dispute resolution proceeding.

14. SURVIVAL. All representations and warranties contained in the Contract and any provision of the Contract which by their nature and effect are required to be observed, kept or performed after closing, (i) survive closing and the delivery of the Warranty Deed, and (ii) remain binding upon and for the benefit of the parties to the Contract, their respective successors and assigns, until fully observed, kept or performed.

15. ASSIGNABILITY. Buyer and Seller cannot assign the Contract or rights under the Contract without the express written consent of the other.

16. RISK OF LOSS. The risk of loss to the Property is the responsibility of Seller until closing.

17. RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the Escambia County public health unit.

18. OTHER AGREEMENTS. No prior or present agreements or representations are binding upon Buyer or Seller unless included in the Contract. No modification or change in the Contract are valid or binding upon the parties unless in writing and executed by the parties to be bound.

19. NOTICES. Any notice or demand to be given or that may be given under this Contract must be in writing and delivered by hand or delivered through the United States mail to:

TO BUYER:

Office of the County Engineer
Real Estate Division
3363 West Park Place
Pensacola, Florida 32501

TO SELLER:

Tornado Fence, Inc.
416 Herman Street
Pensacola, FL 32505

WITH A COPY TO:

Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502

20. COUNTERPARTS. The Contract will be executed in duplicate counterparts, both of which taken together constitute one and the same instrument and any party or signatory may execute the Contract by signing a counterpart.

21. THIRD PARTY LEASES AND CONTRACTS. Seller shall at closing furnish to Buyer releases from any mortgage or existing leases.

22. SURVEY. Buyer may obtain a survey at its own expense. If Buyer prepares a survey and objectionable items are disclosed, objectionable matters will be viewed as title defects and the provisions of Paragraph 4 shall apply.

23. INSPECTION OF PROPERTY. Upon reasonable notice and without disruption of Seller's current use of the Property, Buyer may have subsurface investigations and environmental audits of the Property made by qualified geotechnical and environmental engineers sufficient in the judgment of the inspecting engineer to ascertain whether or not the Property meets the standards acceptable to Buyer. In the event that the report indicates that the Property does not meet Buyer's standards, Buyer, by notice to Seller on or before 10 days prior to closing, has the option of terminating the Contract and Seller agrees to return any deposit paid by Buyer. Seller warrants that there are no facts known to Seller materially affecting the value of the Property, which are not readily observable by Buyer or which have not been disclosed to Buyer.

24. ACCESS. Upon prior notice to Seller, Buyer and Buyer's agents and representatives shall have the right to access the Property at any reasonable time prior to closing for the purpose of making the investigations, environmental audits, inspections and surveys authorized by the Contract, provided neither Buyer nor its agents interfere with the use of the Property by Seller or its employees or customers.

25. OCCUPANCY AND POSSESSION. Seller warrants delivery of possession of the Property to Buyer at closing.

26. CONDEMNATION. Seller conveys by sale the Property for public use and waives any right to compensation for the Property other than as provided for in the Contract. If at any time prior to closing, the Property or any portion of the Property is taken by the exercise of eminent domain by another entity possessing those powers or if any preliminary steps in any taking by eminent domain of all or any portion of the Property occurs prior to closing, Buyer may, at Buyer's option, within 10 days after notice of this fact from Seller, rescind the Contract and Seller must return any deposit paid under the Contract to Buyer. Upon refund of the deposit, plus any interest earned, Buyer and Seller are released, as to one another, of all further obligations under the Contract.

Seller shall notify Buyer of any taking by eminent domain and all steps preliminary to any taking immediately upon Seller's knowledge of the occurrence. If Buyer does not exercise Buyer's option to rescind under this Paragraph, the Contract remains in full force and effect. In this event Seller, (i) shall pay to Buyer at closing all proceeds previously received by Seller from the condemning authority, and (ii) shall assign to Buyer at closing all proceeds to be paid by the condemning authority after closing by an instrument of assignment in a form reasonably acceptable to Buyer.

27. FOREIGN INVESTMENT AND REAL PROPERTY TAX ACT (FIRPTA) AFFIDAVIT. Seller agrees to furnish to Buyer at closing a transferor's certification disclosing under penalty of perjury Seller's foreign or non-foreign status and Seller's United States federal identification number. The certification must be, (i) in a form acceptable to Buyer, and (ii) if Buyer has non-foreign status, in a form meeting the requirements of Section 1445(a) of the Internal Revenue Code of 1986, as amended, and the Regulations under Section 1445(a).

THIS CONTRACT IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THIS CONTRACT SHALL NOT BE EFFECTIVE UNLESS APPROVED BY THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AT A DULY NOTICED PUBLIC MEETING.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

ESCAMBIA COUNTY, FLORIDA by and
through its duly authorized BOARD OF
COUNTY COMMISSIONERS

ATTEST: Pam Childers
Clerk of the Circuit Court

Gene M. Valentino, Chairman

Deputy Clerk

BCC Approved: _____

Date: _____ this document approved as to form
and legal sufficiency.

By S. Cobia
Title Asst. County Attorney

SELLER: Date May 15, 2013

James H. Cobia III
Witness
James H. Cobia III
Print Name

Henerietta Jones Foust
Witness
Henerietta Jones Foust
Print Name

Tornado Fence, Inc.

By: _____
S. Bruce Cobia

Title: President

Date 3/13/13

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 13th day of March,
2013, by S. Bruce Cobia, President of Tornado Fence, Inc. He (☒) is personally known to me, (☐) produced
current _____ as identification.

(Notary Seal)



HENERIETTA JONES FOUST
MY COMMISSION # EE 211105
EXPIRES: June 26, 2016
Bonded Thru Budget Notary Services

Henerietta Jones Foust
Signature of Notary Public
Henerietta Jones Foust
Printed Name of Notary

EXHIBIT A

PARCEL II: Official Record Book 5975, page 982

That portion of Lot 3 according to Brainard & McIntyre's Subdivision of Section 8, Township 2 South, Range 30 West, described as follows:

Beginning at the intersection of the south right-of-way line of Fourth Street and the west line of said Lot 3, thence Easterly 31.74 feet, thence South 17 degrees 26 minutes East 302.48 feet, thence North 85 degrees 30 minutes East 348.52 feet to a point, thence southerly to a point on the north line of a 33 foot road, thence Westerly along the north line of said road to the west line of said Lot 3, thence Northerly along said west line of lot 3 to the point of beginning.

LESS AND EXCEPT DESCRIPTION:

Begin at the intersection of the west line of Lot 3 according to Brainard & McIntyre's Subdivision of Section 8, Township 2 South, Range 30 West, and the south right-of-way line of Fourth Street; thence South 17 degrees 26 minutes East for 555.7 feet; thence North 25 degrees 24 minutes East for 286.7 feet; thence South 85 degrees 30 minutes West for 169.22 feet; thence North 17 degrees 26 minutes West parallel to the west line of said Lot 3 and along a line lying 30.0 feet easterly thereof for 302.48 feet to the south line of said Fourth Street 31.74 feet to the point of beginning.

[Back](#)**Source: Escambia County Property Appraiser**[Restore Full Page Version](#)

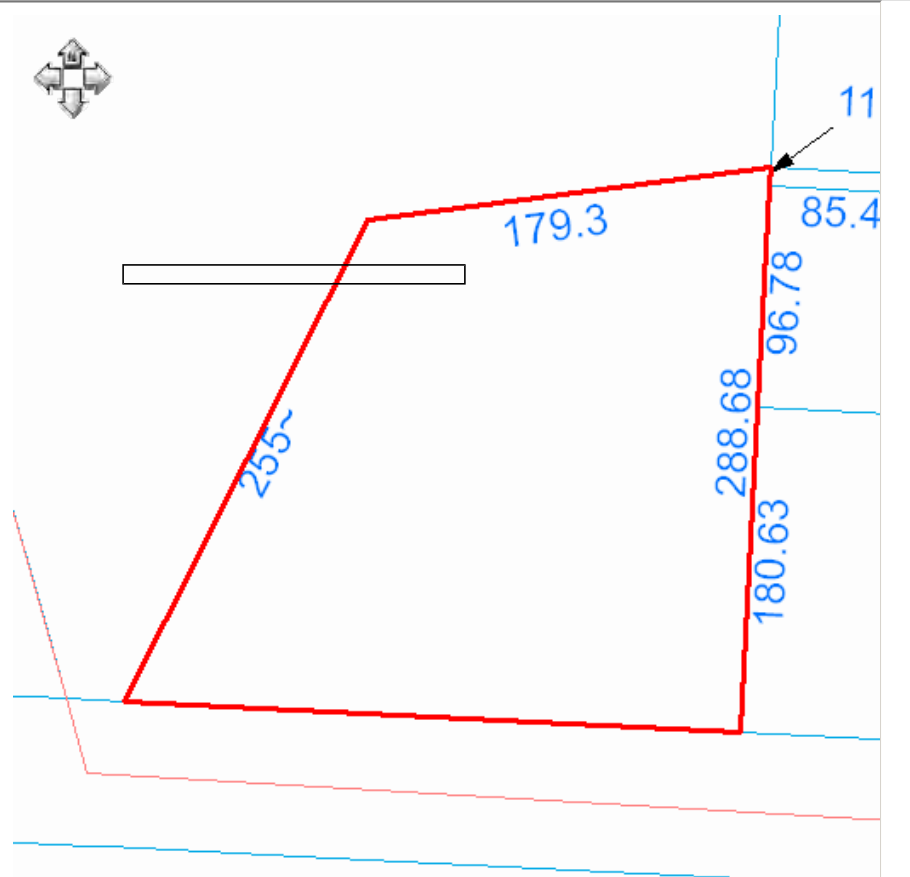
General Information		2011 Certified Roll Assessment	
Reference:	082S303001003001	Improvements:	\$0
Account:	051842100	Land:	\$95
Owners:	TORNADO FENCE INC	Total:	\$95
Mail:	416 W HERMAN ST PENSACOLA, FL 32505	Save Our Homes:	\$0
Situs:	TOWN ST 32505	Disclaimer	
Use Code:	WASTE LAND	Amendment 1 Calculations	
Taxing Authority:	COUNTY MSTU		
Tax Inquiry:	Open Tax Inquiry Window		
Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector			
Sales Data		2011 Certified Roll Exemptions	
Sale Date	Book Page	Value	Type
			Official Records (New Window)
07/2006	5975 982	\$100	WD
07/1984	1940 219	\$25,000	WD
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court			
		Legal Description	
		BEG AT INTER OF S R/W OF 4TH ST & W LI LT 3 E 31 74/100 FT S 17 DEG 26 MIN E 302 48/100 FT N 85...	
		Extra Features	
		None	

Parcel Information[Restore Map](#)[Get Map Image](#)[Launch Interactive Map](#)

Section Map Id:
[08-2S-30-2](#)

Approx. Acreage:
1.2400

Zoned:
[C-2](#)



Checklist for Acquisition of Real Property

This checklist is provided to ensure compliance with the provisions of Section 46-139, Escambia County Code of Ordinances (a copy of which is included on the reverse side of this checklist). This checklist is not intended to supersede each staff member's obligation to be familiar with the requirements of Section 46-139. For each real property acquisition, please complete the information below and include the completed checklist with the BCC recommendation to approve the acquisition. If any of the information requested in this form is not applicable or required, please state the reason in the comments section provided below.

Property Location/Identification: Herman St 08-25-30-3001-003-001
05-1892-100

County Administrator (or designee) - Appraisals

Appraiser (1): N/A
Date of appraisal: _____
Appraised value: _____
Received by: _____
Comments: _____

Appraiser (2): _____
Date of appraisal: _____
Appraised value: _____
Received by: _____
Comments: _____

County Administrator (or designee) - Environmental Site Assessments

Date of Phase I: See attached
Received by: _____
Comments: _____

Date of Phase II: _____
Received by: _____
Comments: _____

Facilities Management Department - Property Inspection

Inspected by: Vacant Parcel
Date: _____
Comments: _____

Risk Management Department - Property Inspection

Inspected by: Vacant Parcel
Date: _____
Comments: _____

Engineering Department - Review of Survey or Boundary Map

Completed by: Rick Colquhoun
Date: 05/22/13
Comments: REVIEWED BOUNDARY BY PITMAN GLAZE.

Office of Management and Budget - Verification of Funding Source

Funding source: Fund 352 (COST III) 210107/84301/56101
Verified by: R. J. J. J. Prq # 1200 1743
Date: _____
Comments: _____

Office of the County Attorney - Title Insurance Commitment (required for property valued at \$20,000 or more)

Reviewed by: _____
Date: _____
Comments: _____

Sec. 46-139. Acquisition of real property by the county.

(1) Prior to the acquisition of real property by the county by purchase, lease, donation, or exchange, the county administrator or designee shall:

- (a) Determine if the property is within the scope of the county's future space plan, and determine the impact on the future space plan.
- (b) Determine the costs to the county of acquiring the property, as well as the costs related to maintaining the property, more specifically as described in this section.

(2) Procedures for acquisition of property are as follows:

- (a) If the value of the property is less than \$250,000.00, the county administrator or designee shall obtain at least one appraisal from a real estate appraiser licensed by the State of Florida. If the value of the property is \$250,000 or more, the county administrator or designee shall obtain at least two appraisals. However, after obtaining the first appraisal, the Board may waive the requirement for a second appraisal and instead accept an appraisal review from a real estate appraiser that confirms the accuracy of the initial appraisal. Appraisals are not required for donations or acquisitions where the value of the consideration paid by the County is less than \$20,000.
- (b) An environmental site assessment, Phase I, and Phase II if indicated by the Phase I environmental site assessment, shall be obtained by the county, provided however, the county administrator may waive this requirement with the written concurrence of the neighborhood and environmental services division for reasons specifically stated.
- (c) A physical inspection of the property must be completed by the facilities management department and risk management department with the utilities turned on, with a written report to the county administrator or designee on the HVAC, electrical, plumbing, fire suppression systems, available utilities, and communications systems, roof, general condition of the interior and exterior of any buildings, drainage, grounds maintenance, security, building code compliance, compliance with the American with Disabilities Act, and any other inspections deemed appropriate by the county administrator or designee.
- (d) A survey or boundary map, as determined by the county administrator or designee, must be obtained and reviewed by the county engineering department.
- (e) The office of management and budget shall provide verification of the funding source for the purchase or lease.
- (f) The county administrator or designee shall evaluate the above reports and negotiate a purchase or lease price with the prospective seller. The county administrator may enter into an option contract to purchase or lease the property, subject to approval of a contract for sale and purchase or a lease by the board of county commissioners. The board of county commissioners will be under no obligation to exercise the option.
- (g) If the negotiated purchase price of the property exceeds the average of the appraisal(s), the board of county commissioners is required to approve the purchase by an extraordinary vote (4/5).
- (h) The county attorney's office shall prepare or review legal documents necessary to the negotiation and purchase or lease of the property. Title insurance is required for all purchases of \$20,000.00 or more, unless the board of county commissioners determines otherwise. Title insurance may be obtained for purchases less than \$20,000.00.

(3) Notwithstanding the provisions of this section, if the county is acquiring property by purchase or donation, and if the property is valued at less than \$20,000.00, then the county administrator or designee shall negotiate the purchase price and terms, and may waive compliance with all or some of the procedures described in subsection (2), with the negotiated purchase or donation to be approved by the board of county commissioners.

(4) If the board of county commissioners determines that it is in the best interest of the county to negotiate for the purchase of a parcel of property confidentially, the county administrator or designee shall negotiate the proposed purchase pursuant to the terms of F.S. § 125.35(5); provided however, the requirements of subsections (1) and (2) of this section must be followed.

Judy Cantrell

From: Larry W. Goodwin
Sent: Wednesday, May 22, 2013 2:38 PM
To: Judy Cantrell
Subject: FW: Environmental Review - 4 properties on Herman Street -
Attachments: Herman Storm water.docx

Larry Goodwin
Real Estate Acquisition Manager
Escambia County Public Works Department
850-595-3426
3363 West Park Place
Pensacola, FL 32505

From: KEITH T. WILKINS
Sent: Friday, July 27, 2012 9:58 AM
To: Chris A. Curb; Glenn C. Griffith
Cc: Larry W. Goodwin; Rich F. Andrews; Joy D Blackmon
Subject: RE: Environmental Review - 4 properties on Herman Street -

I am signing off on the FDOT pond and Tornado Fence properties. The Mehmood property is a used car sales and repair facility. I recommend a full Phase I on this property and the Gaines lot next to it. Looking at the aerials I see what looks like a junkyard of cars in the back. That is a Recognized Environmental Condition right there. There are out buildings and other unknown activities on the property also.

Another option is the attached parcel if you haven't already looked at it. We conducted an assessment on it several years ago and it has received a No Further Action from FDEP. It may contain some solid waste that would have to be removed to construct a pond but it is similar size, adjacent to the Waterfront pond/property and across Herman from the storm water ditch.

From: Chris A. Curb
Sent: Thursday, July 26, 2012 4:21 PM
To: Glenn C. Griffith; KEITH T. WILKINS
Cc: Larry W. Goodwin; Rich F. Andrews; Joy D Blackmon
Subject: RE: Environmental Review - 4 properties on Herman Street -

Glenn & Keith:

Attached is the email with the checklist attachments that Larry sent on all four of the properties on Herman Street that we are trying to acquire.

When you have signed the environment assessment parts, please return to Larry Goodwin, and CC me.

Thanks
Chris

From: Glenn C. Griffith
Sent: Thursday, July 26, 2012 4:15 PM
To: Chris A. Curb; Rich F. Andrews
Cc: KEITH T. WILKINS
Subject: RE: Environmental Review - 4 properties on Herman Street -

Escarosa Land Research, L.L.C.
P.O. Box 12783, Pensacola, Fl. 32595-2783
Phone 1-850-994-5104 ** Fax 1-850-995-4454

Date: 5/7/2013

Escambia County, Florida
Real Estate Acquisition Division
1190 W. Leonard Street
Pensacola, Fl. 32501

Our File No. (Update)

Escarosa Land Research has caused an UPDATE search to be made on:

TA #08-2S-30-3001-003-001
Project: Herman Street Pit Project

and has found the following:

1. Taxes: Act#05-1842-100; TA#08-2S-30-1001-003-001; 2012 shows no taxes due; no delinquent posted.
2. No other changes of record.

The above property was searched from 07/05/2011 at 8:00 A.M. through 05/06/2013 at 8:00 A. M.

Escarosa Land Research, L.L.C.

By


John F. Jackson

generated on 5/7/2013 7:39:21 AM CDT

Last Update: 5/7/2013 7:39:21 AM CDT

The information contained herein does not constitute a title search and should not be relied on as such.

http://escambiatmaxcollector.governmaxa.com/collectmax/tab_collect_mvptaxV5.6.asp?Print... 5/7/2013

NO DELINQUENT TAXES

Online payment for this account is not allowed.



Schedule A

COMMITMENT

UPD 04/15

1. Effective Date: 07/05/11 at 8:00 A.M.

File No. 054511

2. Policy or Policies to be issued:

Proposed Amount of Insurance:

a. 2006 ALTA Owner's Policy with Florida Modifications: TBD

Proposed Insured: Escambia County, Florida

b. 2006 ALTA Loan Policy with Florida Modifications: \$ _____

Proposed Insured:

Premium: \$

3. The estate or interest in the land described or referred to in this Commitment is Fee Simple

4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:

Tornado Fence, Inc., by Warranty Deed recorded in OR 5975 Page 982.

5. The land referred to in this Commitment is described as follows:

A portion of Section 8, Township 2 South, Range 30 West, Escambia County, Florida, described on proper Survey legal acceptable to Old Republic National Title Insurance Company and Escarosa Land Research, LLC, Describing property to be insured as being a portion of the legal description in OR 5975 Page 982.



A portion of TA#08-2S-30-3001-003-001, Herman Street Pit Project

Escarosa Land Research, LLC

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

[_____]

Authorized Signatory

By  President
Attest  Secretary

Schedule B-I

COMMITMENT



Requirements:

File No. 054511

1. Payment of the full consideration to, or for the account of, the grantors or mortgagors.
2. Instrument(s) necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record:
 - A. Secure and Record Warranty Deed from Tornado Fence Inc. to Escambia County, Florida, conveying property As described in Schedule "A" herein.
3. Other instruments which must be properly executed, delivered and duly filed for record and/or other matters which must be furnished to the company:
 - A. Secure proof that Tornado Fence, Inc. is an active corporation.

NOTE: All recording references in this commitment/policy shall refer to the Public Records of Escambia County, Florida, unless otherwise noted.

Schedule B-II

COMMITMENT



File No. 054511

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the Public Records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments on the Land of existing improvements located on adjoining land."
3. Rights or claims of parties in possession.
4. Construction, Mechanic's, Contractors' or Materialmen's lien claims, if any, where no notice thereof appears of record.
5. Easements or claims of easements not shown by the public records.
6. General or special taxes and assessments required to be paid in the year 2011 and subsequent years.
7. Anything to the contrary notwithstanding, this Policy does not attempt to set out the manner in which all the minerals in, on or under the property described in Schedule "A" are now vested, nor any right or easements in connection therewith, and any and all minerals and mineral rights are specifically excepted herein.
8. Subject to terms, conditions, restrictions, and reservations as contained in OR 764 Page 653.
9. Subject to Quit Claim Deed to the State of Florida in Deed Book 316 Page 535 and Quit Claim Deed in Deed Book 420 Page 125.
10. Subject to overlap, if any, of the State of Florida arising under Quit Claim Deed to State of Florida in Deed Book 420 Page 128.
11. Subject to Quit Claim Deed to Board of County Commissioner, Escambia County, Florida, in Deed Book 427 Page 157.
12. Subject to right of way of Herman Street.

Commitment for Title Insurance

(with Florida Modifications)



Issued By Old Republic National Title Insurance Company

Old Republic National Title Insurance Company, a Minnesota corporation (the "Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate

or interest in the Land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by an authorized officer of the Company or an agent of the Company.

IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the Effective Date shown in Schedule A.

Continued on back page


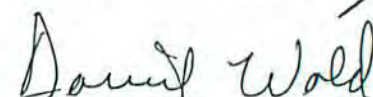
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company

400 Second Avenue South, Minneapolis, Minnesota 55401

(612) 371-1111

Authorized Signatory

By  President
Attest  Secretary



Schedule A

COMMITMENT

1. Effective Date: 07/05/11 at 8:00 A.M.

File No. 054511

2. Policy or Policies to be issued:

Proposed Amount of Insurance:

a. 2006 ALTA Owner's Policy with Florida Modifications: TBD

Proposed Insured: Escambia County, Florida

b. 2006 ALTA Loan Policy with Florida Modifications: \$ _____

Proposed Insured:

Premium: \$

3. The estate or interest in the land described or referred to in this Commitment is Fee Simple

4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:

Tornado Fence, Inc., by Warranty Deed recorded in OR 5975 Page 982.

5. The land referred to in this Commitment is described as follows:

A portion of Section 8, Township 2 South, Range 30 West, Escambia County, Florida, described on proper Survey legal acceptable to Old Republic National Title Insurance Company and Escarosa Land Research, LLC, Describing property to be insured as being a portion of the legal description in OR 5975 Page 982.


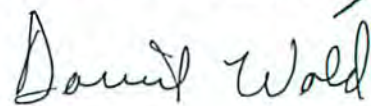
A portion of TA#08-2S-30-3001-003-001, Herman Street Pit Project

Escarosa Land Research, LLC

[]
Authorized Signatory

ORT Form 4308 FL A
Schedule A
ALTA Commitment for Title Insurance

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By  President
Attest  Secretary

Schedule B-I

COMMITMENT



Requirements:

File No. 054511

1. Payment of the full consideration to, or for the account of, the grantors or mortgagors.
2. Instrument(s) necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record:
 - A. Secure and Record Warranty Deed from Tornado Fence Inc. to Escambia County, Florida, conveying property As described in Schedule "A" herein.
3. Other instruments which must be properly executed, delivered and duly filed for record and/or other matters which must be furnished to the company:
 - A. Secure proof that Tornado Fence, Inc. is an active corporation.

NOTE: All recording references in this commitment/policy shall refer to the Public Records of Escambia County, Florida, unless otherwise noted.

Schedule B-II

COMMITMENT



File No. 054511

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

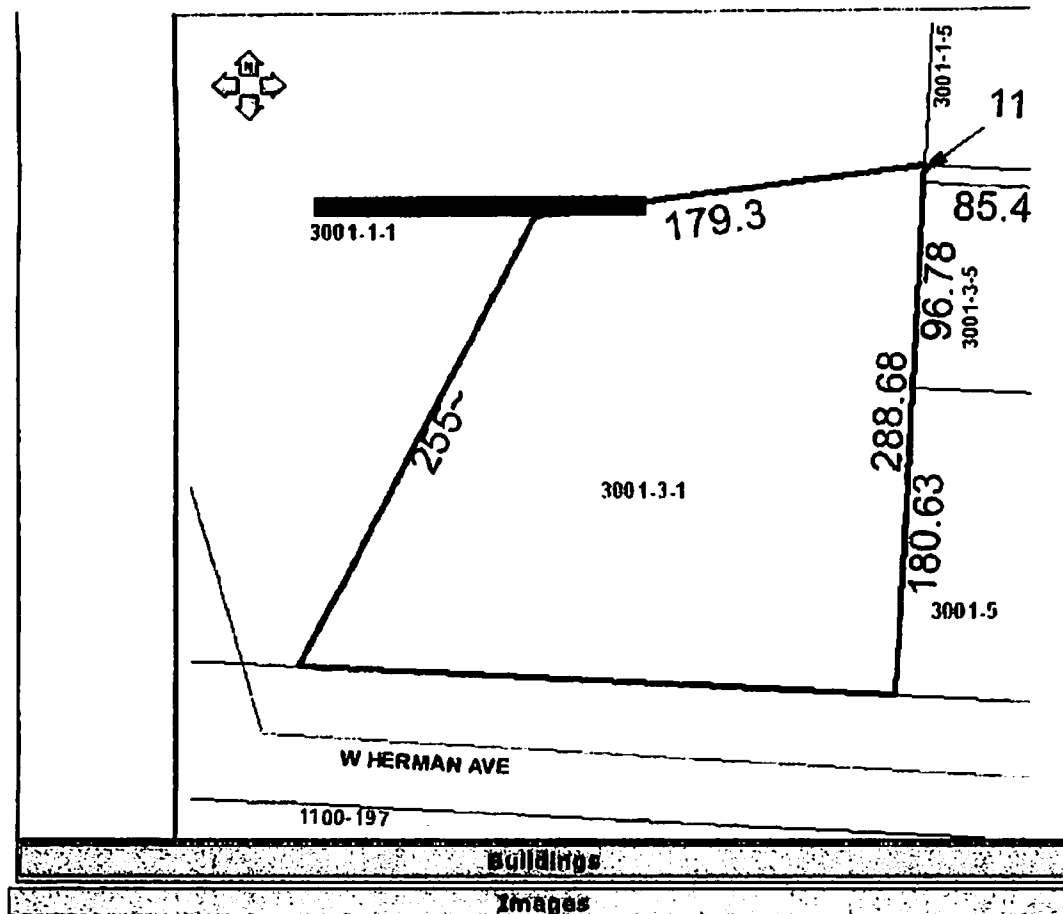
1. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the Public Records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments on the Land of existing improvements located on adjoining land."
3. Rights or claims of parties in possession.
4. Construction, Mechanic's, Contractors' or Materialmen's lien claims, if any, where no notice thereof appears of record.
5. Easements or claims of easements not shown by the public records.
6. General or special taxes and assessments required to be paid in the year 2011 and subsequent years.
7. Anything to the contrary notwithstanding, this Policy does not attempt to set out the manner in which all the minerals in, on or under the property described in Schedule "A" are now vested, nor any right or easements in connection therewith, and any and all minerals and mineral rights are specifically excepted herein.
8. Subject to terms, conditions, restrictions, and reservations as contained in OR 764 Page 653.
9. Subject to Quit Claim Deed to the State of Florida in Deed Book 316 Page 535 and Quit Claim Deed in Deed Book 420 Page 125.
10. Subject to overlap, if any, of the State of Florida arising under Quit Claim Deed to State of Florida in Deed Book 420 Page 128.
11. Subject to Quit Claim Deed to Board of County Commissioner, Escambia County, Florida, in Deed Book 427 Page 157.
12. Subject to right of way of Herman Street.

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company whether or not based on negligence arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued will contain the following arbitration clause: Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the Insured at the time of the controversy or claim. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, and service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the Insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the Land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.



The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Escambia County 05/10/2011 15:22:21

Escambia County Tax Collector

generated on 5/17/2011 6:33:48 PM CDT

Tax Record

Last Update: 5/17/2011 6:34:36 PM CDT

Ad Valorem Taxes and Non-Ad Valorem Assessments

The information contained herein does not constitute a title search and should not be relied on as such.

Account Number 05-1842-100	Tax Type REAL ESTATE	Tax Year 2010
Mailing Address TORNADO FENCE INC 416 W HERMAN ST PENSACOLA FL 32505	Property Address 0 TOWN ST	GEO Number 082S30-3001-003-001

TAXES LESS THAN \$10.00

Exempt Amount See Below	Taxable Value See Below
Exemption Detail NO EXEMPTIONS	Millage Code 06
Escrow Code	
Legal Description (click for full description) 082S30-3001-003-001 0 TOWN ST BEG AT INTER OF S R/W OF 4TH ST & W LI LT 3 E 31 74/100 FT S 17 DEG 26 MIN E 302 48/100 FT N 85 DEG 30 MIN E 169 22/100 FT FOR POB CONT SAME COURSE 179 3/10 FT S 288 68/100 See Tax Roll For Extra Legal	

Ad Valorem Taxes

Taxing Authority	Rate	Assessed Value	Exemption Amount	Taxable Value	Taxes Levied
COUNTY	6.9755	95	0	\$95	\$0.00
PUBLIC SCHOOLS					
By Local Board	2.2290	95	0	\$95	\$0.00
By State Law	5.6310	95	0	\$95	\$0.00
SHERIFF	0.6850	95	0	\$95	\$0.00
WATER MANAGEMENT	0.0450	95	0	\$95	\$0.00

Total Millage	15.5655	Total Taxes	\$0.00
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Non-Ad Valorem Assessments

Code	Levying Authority	Amount
------	-------------------	--------

Total Assessments	\$0.00
Taxes & Assessments	\$0.00
If Paid By	Amount Due
	\$0.00

Prior Years Payment History

Prior Year Taxes Due

NO DELINQUENT TAXES

Online payment for this account is not allowed.

Record & return to;
Prepared by:
Bruce A. McDonald, Esq.
MCDONALD FLEMING MOORHEAD
25 W. Government Street
Pensacola, FL 32502
Telephone: (850) 477-0660
Grantee's Soc. Sec. No.: _____
Parcel Identification No.: 082S303001003001

WARRANTY DEED

This WARRANTY DEED, dated July 10, 2006 by H.L. DAVIS COMPANY, INC., a Florida corporation, whose post office address is: 3225 N. "L" Street, Pensacola, Florida 32505, hereinafter called the GRANTOR, to TORNADO FENCE INC., a Florida corporation, whose post office address is: 416 W. Herman Street, Pensacola, Florida 32505 hereinafter called the GRANTEE.

(Wherever used herein, the terms "Grantor" and "Grantee" include all parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH: That the GRANTOR, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the GRANTEE, all that certain land situate in Escambia County, Florida, viz:

*****SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF*****

SUBJECT TO covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any; taxes and assessments for the year 2006 and subsequent years; and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any,

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

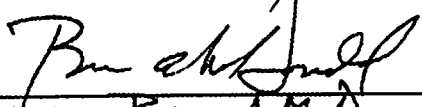
TO HAVE AND TO HOLD, the same in fee simple forever.


AND THE GRANTOR hereby covenants with said GRANTEE that except as above noted, the GRANTOR is lawfully seized of said land in fee simple; that the GRANTOR has good right and lawful authority to sell and convey said land; that the GRANTOR hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

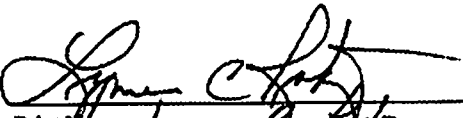
IN WITNESS WHEREOF, GRANTOR has signed and sealed these presents the date set forth above.

SIGNED IN THE PRESENCE OF THE FOLLOWING WITNESSES:

H.L. DAVIS COMPANY, INC.

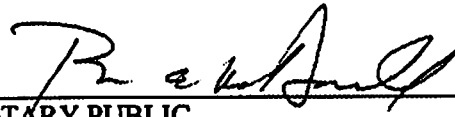

Print Name: Bruce A. McDonald

By: 
H.L. Davis, its president


Print Name: Lynne C. Rife

STATE OF FLORIDA,
COUNTY OF ESCAMBIA.

THE FOREGOING INSTRUMENT was acknowledged before me this 10th day of July, 2006, by H.L. Davis, as president for H.L. Davis Company, Inc., a Florida corporation.


NOTARY PUBLIC
Print Name: Bruce A. McDonald

☒ Personally Known
OR
☐ Produced Identification
Type of Identification Produced: _____

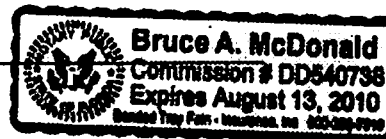


EXHIBIT "A"

DESCRIPTION:

PARCEL NO. 2

THAT PORTION OF LOT 3 ACCORDING TO BRAINARD & McINTYRE'S SUBDIVISION OF SECTION 8, TOWNSHIP 2 SOUTH, RANGE 30 WEST, DESCRIBED AS FOLLOWS:
BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF FOURTH STREET AND THE WEST LINE OF SAID LOT 3,
THENCE EASTERLY 31.74 FEET,
THENCE SOUTH 17 DEGREES 26 MINUTES EAST 302.48 FEET,
THENCE NORTH 85 DEGREES 30 MINUTES EAST 348.52 FEET TO A POINT,
THENCE SOUTHERLY TO A POINT ON THE NORTH LINE OF A 33 FOOT ROAD,
THENCE WESTERLY ALONG THE NORTH LINE OF SAID ROAD TO THE WEST LINE OF SAID LOT 3,
THENCE NORTHERLY ALONG SAID WEST LINE OF LOT 3 TO THE POINT OF BEGINNING

LESS AND EXCEPT

DESCRIPTION:

BEGIN AT THE INTERSECTION OF THE WEST LINE OF LOT 3 ACCORDING TO BRAINARD & McINTYRE'S SUBDIVISION OF SECTION 8, TOWNSHIP 2 SOUTH, RANGE 30 WEST, AND THE SOUTH RIGHT-OF-WAY LINE OF FOURTH STREET;
THENCE SOUTH 17 DEGREES 26 MINUTES EAST FOR 555.7 FEET;
THENCE NORTH 25 DEGREES 24 MINUTES EAST FOR 286.7 FEET;
THENCE SOUTH 85 DEGREES 30 MINUTES WEST FOR 169.22 FEET;
THENCE NORTH 17 DEGREES 26 MINUTES WEST PARALLEL TO THE WEST LINE OF SAID LOT 3 AND ALONG A LINE LYING 30.0 FEET EASTERLY THEREOF FOR 302.48 FEET TO THE SOUTH LINE OF SAID FOURTH STREET
31.74 FEET TO THE POINT OF BEGINNING

800
24000
82.00
336.00

STATE OF FLORIDA
COUNTY OF ESCAMBIA

OFFICE 764 PAGE 653

F 1/4/74

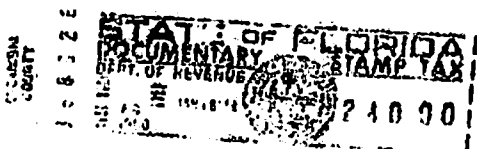
STATE OF FLORIDA
COUNTY OF ESCAMBIA

KNOW ALL MEN BY THESE PRESENTS, that Lawrence I. Thorpe and Gerald Loevner, as Co-Trustees under that certain trust deed dated April 12, 1965, and recorded on August 25, 1966, in Official Records Book 302 at Page 346 of the public records of Escambia County, Florida, and Lawrence I. Thorpe, as an individual, and Gerald Loevner, as an individual, for and in consideration of One Dollar (\$1.00) and other good and valuable considerations, in hand paid by Richard E. Dunham and Donna H. Dunham, husband and wife, do hereby grant, bargain, sell and convey unto Richard E. Dunham and Donna H. Dunham, as husband and wife, their heirs and assigns, forever, the following described real property in Escambia County, Florida, to-wit:

PARCEL NO. 1 - That portion of Lot 3 according to Brainard & McIntyre's Subdivision of Section 8, Township 2 South, Range 30 West, Escambia County, Florida, described as follows: Beginning at a concrete monument on the south line of said Lot 3 at the northwest corner of Lot 1 of said subdivision; thence easterly 595 feet with said south line of said Lot 3; thence northerly at right angles 527.6 feet to a point in the north line of said Lot 3, being the south right-of-way line of the St. Louis and San Francisco spur; thence westerly with said line 825 feet; thence southerly at right angles to the south line of said Lot 3 to a point in said south line; thence easterly with said south line 230 feet to a point of beginning, LESS the south 50 feet of that portion of said lot lying west of the point of beginning, the south 25 feet of that portion of said lot lying east of the point of beginning, and an additional triangular parcel 25 feet wide north and south 100 feet along east and west in the southwest corner of that portion of the above-described property lying east of the point of beginning;

PARCEL NO. 2 - That portion of Lot 3 according to Brainard and McIntyre's subdivision of Section 8, Township 2 South, Range 30 West, described as follows: Beginning at the intersection of the south right-of-way line of Fourth Street and the west line of said Lot 3 thence easterly 31.74 feet, thence South 17°26' East 302.48 feet, thence North 85°30' East 348.52 feet to a point, thence southerly to a point on the north line of a 33 foot road, thence westerly along the north line of said road to the west line of said Lot 3, thence northerly along said west line of Lot 3 to the point of beginning;

PARCEL NO. 3 - Beginning at the intersection of the south right-of-way line of Fourth Street and the West line of said Lot 3, easterly along south right-of-way line of Fourth Street a distance of 656.65



764/654

feet thence southerly 528.63 feet, thence easterly 104.4 feet, thence northerly to the south line of the right-of-way of Fourth Street, thence westerly 104.4 feet to the point of beginning, less the South 67 feet of the East 54.4 feet thereof as deeded to the City of Pensacola in Official Record Book 198, page 457;

together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same unto the said Richard E. Dunham and Donna H. Dunham, as husband and wife, their heirs and assigns, forever.

There are excepted from this conveyance the following:

(a) The rights, if any, of Town & Country Plaza, Inc., its successors and assigns, under that certain easement filed for record in Escambia County, Florida, on August 7, 1956, and recorded in Deed Book 449 at Page 153 of the public records of said county.

(b) The rights, if any, of the State of Florida, its successors and assigns, under that certain instrument filed for record in Escambia County, Florida, on April 19, 1950, and recorded in Deed Book 316 at Page 535, and the rights, if any, of the State of Florida, its successors and assigns, under that certain instrument filed for record in Escambia County, Florida, on April 27, 1955, and recorded in Deed Book 420 at Page 135 of the public records of Escambia County, Florida.

(c) Overlap, if any, arising under that certain instrument to the State of Florida filed for record on April 27, 1955, and recorded in Deed Book 420 at Page 128 of the public records of Escambia County, Florida.

(d) The rights, if any, of the Board of County Commissioners of Escambia County, Florida, its successors and assigns, under that certain instrument filed for record on September 1, 1955, in Escambia County, Florida, and recorded in Deed Book 427 at Page 157 of the public records of said county.

It is the intent hereof to transfer and convey to the grantees all real property owned or claimed by the grantors in said Section 8 lying north of Herman Street and south of the right-of-way for the Frisco Railroad Spur Track.

Lawrence I. Thorpe, as a Co-Trustee, Gerald Loevner, as a Co-Trustee, Lawrence I. Thorpe, individually, and Gerald Loevner, individually, for themselves, their successors, executors and administrators, do severally, and not jointly, nor one for the other, or for the act or deed of the other, but each for his own acts only, covenant, promise and agree to and with Richard E. Dunham and Donna H. Dunham, as husband and wife, their heirs and assigns, that they, the grantors herein, have not done, committed, executed or suffered any

DEED 420 PAGE 125

Section 4805-104
State Road 292
Pt. SRD #60
Escambia County

F 4/27/55

QUIT CLAIM DEED

RT 7 Box 378

THIS INSTRUMENT, made this 19 day of April, A. D. 1955, by and between the State of Florida, by and through its component agency, the STATE ROAD DEPARTMENT OF FLORIDA, as the party of the first part and E. E. BOONE and BLANCHE BOONE, his wife, as parties of the second part.

WHEREAS, the lands hereinafter described were heretofore acquired for state highway purposes; and, whereas, said land is no longer required for such purposes and the party of the first part, pursuant to the provisions of Section 341.42, Florida Statutes Annotated, has agreed to quitclaim the land hereinafter described to the parties of the second part.

NOW, THEREFORE, WITNESSETH: That for and in consideration of the premises and the sum of One Dollar and other valuable considerations, paid, receipt of which is hereby acknowledged, the party of the first part does hereby remise, release and quitclaim unto the parties of the second part their heirs and assigns, forever, all the right, title and interest of the State of Florida and/or the State Road Department of Florida in and to the following described real property, situate, lying and being in the County of Escambia, in the State of Florida, to-wit:

That portion of Lot 3, Brainerd and McIntyre's Subdivision of Section 8, Township 2 South, Range 30 West, more particularly described as follows:

Commence at the intersection of the South right of way line of Fourth Street and the West boundary of said Lot 3; thence run



m. 7. 4

QUIT CLAIM DEED

THIS INDENTURE made this 3rd day of September 1954 between E. E. Boone and Blanche Boone, husband and wife, A. D. 1954 part 188 of the first part and the Board of County Commissioners of Escambia County, Florida, as party of the second part.

WITNESSETH That the said part 188 of the first part, for and in consideration of the sum of One Dollar and other valuable considerations, paid, receipt of which is hereby acknowledged, do hereby remise, release, quit claim and convey unto the party of the second part, its successors and assigns, all right, title interest, claim, and demand which the part 188 of the first part have in and to the following described land, situate, lying and being in the County of Escambia, State of Florida, to-wit:

The South thirty-three (33 ft) of lot Thres (3) of Brainerd and Mc-Intyre's subdivision of Section 8, Township 2 South Range 50 West, the said tract herein conveyed to be thirty-three (33) feet wide North and South and to extend Northerly from the South line of said Lot 3 above and to extend East and West for the entire width of that portion of said Lot 3 above, now owned by the Grantors herein, and to be used for Public Highway purposes.

TO HAVE AND TO HOLD THE SAME, together with all and singular the appurtenances thereto belonging or in anywise appertaining or incident, and all the estate, right, title, interest, and claim whatsoever of the said part 188 of the first part, in law or in equity, to the only proper use, benefit, and behoof of the said party of the second part, its successors and assigns, forever.

IN WITNESS WHEREOF, said part 188 of the first part have hereunto set their hand and seal the date first above written.

Signed, sealed and delivered in the presence of:

E. E. Boone
Blanche Boone
As To: *Both signatures*

E. E. Boone (SEAL)
Blanche Boone (SEAL)

As To:

5352

STATE OF Florida

COUNTY OF Escambia

FILED
SEP 1 1955
RECORDS OF ESCAMBIA COUNTY, FLORIDA IN THE
BOOK AND PAGE NOTED ABOVE
LANGLEY BELL, CLERK OF CIRCUIT COURT

Before me personally appeared E. E. Boone and Blanche Boone, his wife, to me well known and known to be the individuals described in and who executed the foregoing instrument, and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 3rd day of September 1954

W. E. Boone
Notary Public in and for the County
and State aforesaid

My commission expires

DEED 449 153

1305
135
200
2-8-56

EASEMENT

F 8/7/56

STATE OF FLORIDA
COUNTY OF ESCAMBIA

WHEREAS, E. E. Boone and Blanche Boone, husband and wife,
are the owners of the following described property, to-wit:

A part of the West body of Lot 3, of the Brainerd and
McIntyre Subdivision more particularly described as
follows: commence at the intersection of the South
right-of-way line of Fourth Street with the West line
of Lot 3; thence south 17° 26' east 555.7 feet for a
point of beginning; thence south 88° 23' east 54.8 feet,
thence north 40° 14' west, 308.5 feet; thence south
85° 30' west, 179.3 feet; thence south 25° 24' west
286.70 feet to the point of beginning in Escambia
County, Florida;

and Town and Country Plaza, Inc. are the owners of adjoining
property.

Now, therefore, in consideration of the sum of \$250.00
the receipt whereof is hereby acknowledged and the benefits
they may derive therefrom, and other good and valuable con-
siderations, said E. E. Boone and Blanche Boone, husband and
wife, as grantors, parties to the first part, and Town and
Country Plaza, Inc., grantees, parties to the second part,
have agreed as follows: that said party of the second part,
its successors and assigns forever, may construct, maintain,
and keep and repair a drainage ditch or drain, tile drain or
both, over and across said land of parties of the first part;
their heirs and assigns, of such character and sufficient size
as to make a proper and sufficient outlet forever for any
drainage system second party, its successors and assigns
may establish upon their land so as to sufficiently drain
the same in such a manner as second party, its successors
and assigns may deem advisable.

Witnesses:

Arthur Croft

Fred W. Werner

E. E. Boone (SEAL)

Blanche Boone (SEAL)



PROPOSED PROPERTY ACQUISITION FROM TORNADO FENCE, INC. / HERMAN STREET



ESCAMBIA COUNTY PUBLIC
WORKS DEPARTMENT
LWG 06/15/12 DISTRICT 3



TORNADO FENCE, INC., PROPERTY / PARCEL: 08-2S-30-3001-003-001
ACCOUNT # 051842100 / APPROX. 1.24 ACRES



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4397

County Administrator's Report 14. 20.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/10/2013

Issue: Carver Area Drainage Improvements

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Carver Area Drainage Improvements - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the Interim County Administrator to take the following action concerning the Carver Area Drainage Improvements:

A. Issue a Task Order to Hatch Mott MacDonald, Florida, LLC, in the amount of \$87,803.50, on Contract PD 02-03.79, "Professional Services" for Engineering, Surveying, and Environmental Services to Develop 100 percent Plans for the Carver Area Drainage Improvements, Task "A" - East Area, which will encompass all areas east of County Road (CR) 297-A;

B. Authorize staff to negotiate additional professional services and issue Task Orders as required for the following:

1. Task "B" - South Central Area, which will be bounded by CR 297-A on the east, Robinson Street on the west, Booker Street on the north, and the Escambia County Road Prison on the south;
2. Task "C" - North Central Area, which lies to the north of Booker Street and south of Muscogee Road, between CR 297-A and Robinson Street; and
3. Task "D" - West Area, which encompasses the area west of Robinson Street, to the north-south leg of Booker Street, from Muscogee Road to the north, and the Escambia County Road Prison to the south.

[Funding Source: Fund 352, "LOST III," Cost Center 210107, Object Code 56301, Project #13EN2395]

Meeting in regular session on February 3, 2005, the Board approved issuing Hatch Mott MacDonald, Florida, LLC, a Task Order for the Muscogee Road area, which included the Carver Park Improvement Project.

Hatch Mott MacDonald, Florida, LLC, is proposing to complete the 2005 preliminary drainage

design, as well as provide professional services as required, to develop construction plans to the 100 percent level of completion for the Carver area bounded by Ransom Street to the east, the Escambia County Road Prison to the south, Booker Street to the west, and Muscogee Road to the north. The area encompasses approximately 215 acres and will be divided into four projects: East, South Central, North Central, and West, as indicated on Exhibit A. The East Project will encompass all areas of the Project that lie east of CR 297-A.

Escambia County Public Works Department, Engineering Division, will begin this Project by issuing a Task Order for Task "A," which is being called the East Area and will encompass all areas east of CR 297-A. The work will include updating topographic survey, geotechnical exploration, jurisdictional wetland assessment and permitting, 60 percent design development, 90 percent design development, 100 percent design development, right-of-way assistance, permitting, bidding assistance and tabulation, public meetings, and construction administration services.

Once this task is complete, staff will begin another phase of the Project, until all four phases of this Project have been designed to the fullest possible extent.

BACKGROUND:

Meeting in regular session on February 3, 2005, the Board approved issuing Hatch Mott MacDonald, LLC, a task order for the Muscogee Road area, which included the Carver Park Improvement Project.

Hatch Mott MacDonald Florida, LLC, is proposing to complete the 2005 preliminary drainage design, as well as provide professional services as required to develop construction plans to the 100% level of completion for the Carver area bounded by Ransom Street to the east, the Escambia County Road Prison to the south, Booker Street to the west and Muscogee Road to the north. The area encompasses approximately 215 acres and will be divided into four (4) projects: East, South Central, North Central and West, as indicated on the attached Exhibit A. The East project will encompass all areas of the project that lie east of County Road 297-A.

Escambia County Public Works Department, Engineering Division, will begin this project by issuing a task order for Task A, which is being called the East Area and will encompass all areas east of County Road 297-A. The work will include updating topographic survey, geotechnical exploration, jurisdictional wetland assessment and permitting, 60% design development, 90% design development, 100% design development, right-of-way assistance, permitting, bidding assistance and tabulation, public meetings and construction administration services.

Once this task is complete, staff will begin another phase of the project, until all four phases of this project have been designed to the fullest possible extent.

BUDGETARY IMPACT:

Funds for this task order are available in Fund 352 "LOST III", Cost Center 210107, Object Code 56301, Project #13EN2395.

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.

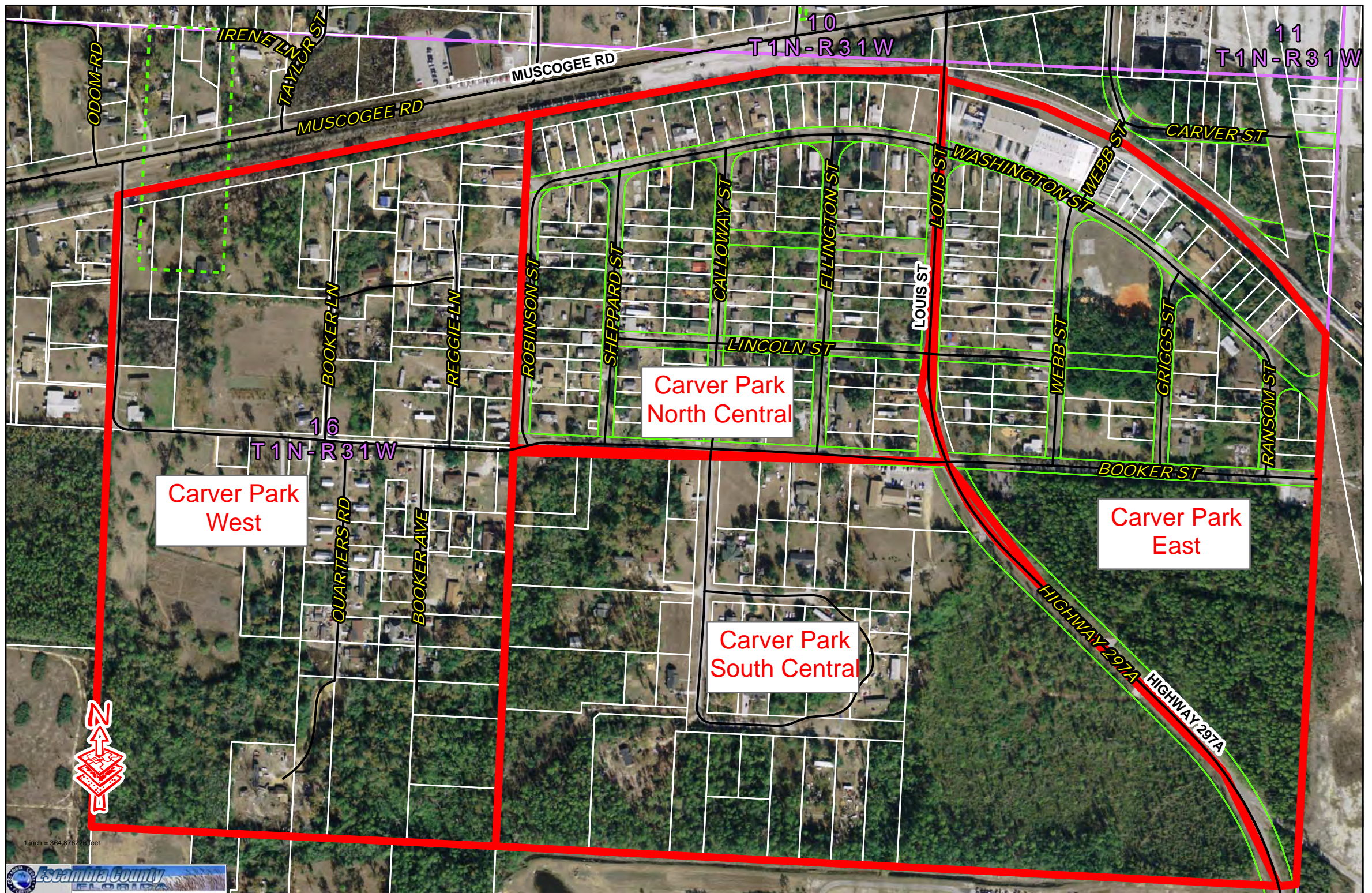
IMPLEMENTATION/COORDINATION:

Upon Board approval of this recommendation, a purchase requisition and task order will be transmitted to the Office of Purchasing for processing.

Attachments

Exhibit A GIS Map

Carver Park Scope and Fee Proposal



SCOPE OF SERVICES FOR CARVER AREA DRAINAGE IMPROVEMENTS

Engineering, Surveying and Environmental Services to Develop 100% Plans

ESCAMBIA COUNTY – Engineering Department

Carver Drainage Improvements

Hatch Mott MacDonald Florida, LLC, (HMM) proposes to provide engineering and surveying services required to develop construction plans to the 100% level of completion for the Carver area bounded by Ransom Street to the east, the Escambia County Road Prison to the south, Booker Street to the west and Muscogee Road to the north. The area encompasses approximately 215 acres and will be divided into 4 projects: East, South Central, North Central and West as indicated on the attached exhibit. The East project will encompass all areas east of County Road 297-A. The South Central area will be bounded by CR 297-A on the East, Robinson Street on the West, Booker Street on the North and the Escambia County Road Prison on the south. The North Central project lies to the north of Booker Street and south of Muscogee Road between County Road 297-A and Robinson Street. Finally, the West project encompasses the area west of Robinson Street to the north-south leg of Booker Street from Muscogee Road in the north to the Escambia County Road prison in the south.

Task A - East Carver Drainage Improvements

Basic Services

Task A-1: Topographic Survey (Lump Sum Fee = \$16,684.50)

HMM will perform a topographic survey of the necessary County road rights-of-way to establish the horizontal and vertical location of all visible and apparent features. HMM shall also establish the horizontal location of County roadway rights-of-way where possible and practical based upon readily available data or data provided by Escambia County. Surveying efforts shall be performed in accordance with State of Florida minimum technical standards and Escambia County Survey department requirements as indicated in the attached document titled “scope of work for surveying services”. Easements or other legal encumbrances upon the various properties included within the limits of survey shall be shown where known or if provided by Escambia County. The County’s surveyor shall be provided five (5) certified hard copies and one (1) electronic copy of the topographic survey upon completion.

Task A-2: Geotechnical Exploration (Lump Sum Fee = \$6,037.50)

This task shall include advancing bores at various locations within the County rights-of-way and proposed stormwater detention pond location. Boring data shall be used for the purposes of determining prevailing subsurface conditions which may affect the proposed improvements and/or construction as well as to determine parameters necessary to complete stormwater pond designs in accordance with current Environmental Resource Permit requirements.

Task A-3: Jurisdictional Wetland Assessment and Permitting (Lump Sum Fee = \$840.00)

This task shall include jurisdictional determination of all wetlands regulated under 33 CFR 320-330 (US Army Corps of Engineers in accordance with the Corps of Engineers 1987 wetland delineation manual), Florida Department of Environmental Protection under 62-340 F.A.C. This task shall also include wetland impacts evaluation and scoring, permit application development, mitigation plan development including wetland impact assessment, and functional quantification, and finally regulatory approval.

Task A-4: 60% Design Development (Lump Sum Fee = \$26,586.00)

Based upon the topographic survey and the 30% design concept plans, previously completed by HMM, the design shall be advanced to a 60% level of completeness. Accompanying the 60% plan submittal will be calculations documenting the design and the Engineer's Opinion of Probable Construction Cost.

Task A-5: 90% Design Development (Lump Sum Fee = \$9,780.75)

HMM shall incorporate and/or address Escambia County 60% Design Development comments and advance the design to a 90% level of completeness. Accompanying the 90% plan submittal will be technical specifications, calculations documenting the design and the Engineer's Opinion of Probable Construction Cost.

Task A-6: 100% Design Development (Lump Sum Fee = \$6,126.75)

HMM shall incorporate and/or address Escambia County 90% Design Development comments and advance the design to a 100% level of completeness. Accompanying the 100% plan submittal will be technical specifications, calculations documenting the design and the Engineer's Opinion of Probable Construction Cost. Copies of the plan documents will be provided as needed.

Task A-7: R/W Assistance (Lump Sum Fee = \$2,730.00)

Concurrently with the design development process, HMM will review R/W requirements for implementation of the design and prepare appropriate legal descriptions and sketches for R/W acquisition by Escambia County.

Task A-8: Permitting (Lump Sum Fee = \$2,772.00)

HMM shall submit for and secure an Environmental Resource Permit through the Northwest Florida Water Management District (NFWFMD) as required for construction of the proposed improvements. This task shall include response to comments or requests for additional information received from NFWFMD. Applicable permit application fees required for submission to NFWFMD shall be requested from Escambia County at the time of application and are included as an optional service under this scope of services. Electronic copies of the permit and submittals will be provided to Escambia County upon completion.

Task A-9: Bidding Assistance and Tabulation (Lump Sum Fee = \$3,034.50)

This task shall include efforts necessary to assist Escambia County during the bidding process. These efforts include, but are not limited to, requests for information/clarification from proposed bidders, preparation of addend(s), attendance to one (1) pre-bid meeting and one (1) bid opening. HMM shall also review and tabulate each submitted bid to verify calculations of the low bidder.

Lump Sum Total for Task A Basic Services A-1 thru A-9: \$74,592.00

Optional Services:

Task A-10: Public Meetings (Lump Sum Fee = \$3,570.00)

HMM shall prepare for and conduct three (3) meetings with area residents to review the design concept and solicit input from area stakeholders. These meetings will be coordinated and scheduled with Escambia County Engineering Department throughout the design process as needed.

**Task A-11: Limited Contract Administration and Construction Observation
(Lump Sum Fee = \$8,641.50)**

This task shall include, but is not limited to, shop drawing review and periodic construction observation services as necessary to determine general compliance with the approved and permitted construction plans and for certification of the constructed project to NFWFMD. As-built drawings and certifications to regulatory agencies will be provided as necessary and copies of these submittals shall be provided to Escambia County upon completion.

Task A-12: Stormwater Permitting Fees (Lump Sum Fee = \$1,000.00)

This task shall include providing stormwater permit application fees to Northwest Florida Water Management District as necessary to secure an individual permit as necessary for construction of the project.

Lump Sum Total for Task A Optional Services A-10 thru A-12: \$13,211.50

Lump Sum Total for Task A Basic and Optional Services A-1 thru A-12: \$87,803.50

Task B - South Central Carver Drainage Improvements

Basic Services

Task B-1: Topographic Survey (Lump Sum Fee = \$4,714.50)

HMM will perform a topographic survey of the necessary County road rights-of-way to establish the horizontal and vertical location of all visible and apparent features. HMM shall also establish the horizontal location of County roadway rights-of-way where possible and practical based upon readily available data or data provided by Escambia County. Surveying efforts shall be performed in accordance with State of Florida minimum technical standards and Escambia County Survey department requirements as indicated in the attached document titled "scope of work for surveying services". Easements or other legal encumbrances upon the various properties included within the limits of survey shall be shown where known or if provided by the Escambia County. The County's surveyor shall be provided five (5) certified hard copies and one (1) electronic copy of the topographic survey upon completion.

Task B-2: Geotechnical Exploration (Lump Sum Fee = \$2,205.00)

This task shall include advancing bores at various locations within the County rights-of-way and proposed stormwater detention pond location. Boring data shall be used for the purposes of determining prevailing subsurface conditions which may affect the proposed improvements and/or construction as well as to determine parameters necessary to complete stormwater pond designs in accordance with current Environmental Resource Permit requirements.

Task B-3: Jurisdictional Wetland Assessment and Permitting (Lump Sum Fee = \$2,100.00)

This task shall include jurisdictional determination of all wetlands regulated under 33 CFR 320-330 (US Army Corps of Engineers in accordance with the Corps of Engineers 1987 wetland delineation manual), Florida Department of Environmental Protection under 62-340 F.A.C. This task shall also include wetland impacts evaluation and scoring, permit application development, mitigation plan development including wetland impact assessment, and functional quantification, and finally regulatory approval.

Task B-4: 60% Design Development (Lump Sum Fee = \$16,716.00)

HMM shall advance the design and construction plans concept to a 60% level of completeness. Accompanying the 60% plan submittal will be calculations documenting the design and the Engineer's Opinion of Probable Construction Cost.

Task B-5: 90% Design Development (Lump Sum Fee = \$5,607.00)

HMM shall incorporate and/or address Escambia County 60% Design Development comments and advance the design to a 90% level of completeness. Accompanying the 90% plan submittal will be technical specifications, calculations documenting the design and the Engineer's Opinion of Probable Construction Cost.

Task B-6: 100% Design Development (Lump Sum Fee = \$2,803.50)

HMM shall incorporate and/or address Escambia County 90% Design Development comments and advance the design to a 100% level of completeness. Accompanying the 100% plan submittal will be technical specifications, calculations documenting the design and the Engineer's Opinion of Probable Construction Cost. Copies of plan documents shall be provided as needed.

Task B-7: R/W Assistance (Lump Sum Fee = \$2,730.00)

Concurrently with the design development process, HMM will review R/W requirements for implementation of the design and prepare appropriate legal descriptions and sketches for R/W acquisition by Escambia County.

Task B-8: Permitting (Lump Sum Fee = \$2,772.00)

HMM shall submit for and secure an Environmental Resource Permit through the Northwest Florida Water Management District (NFWFMD) as required for construction of the proposed improvements. This task shall include response to comments or requests for additional information received from NFWFMD. Applicable permit application fees required for submission to NFWFMD shall be requested from Escambia County at the time of application and are included as an optional service under this scope of services. Electronic copies of the permit and submittals will be provided to Escambia County upon completion.

Task B-9: Bidding Assistance and Tabulation (Lump Sum Fee = \$3,034.50)

This task shall include efforts necessary to assist Escambia County during the bidding process. These efforts include, but are not limited to, requests for information/clarification from proposed bidders, preparation of addend(s), attendance to one (1) pre-bid meeting and one (1) bid opening. HMM shall also review and tabulate each submitted bid to verify calculations of the low bidder.

Lump Sum Total for Task B Basic Services B-1 thru B-9: \$42,682.50

Optional Services:

Task B-10: Public Meetings (Lump Sum Fee = \$3,570.00)

HMM shall prepare for and conduct three (3) meetings with area residents to review the design concept and solicit input from area stakeholders. These meetings will be coordinated and scheduled with Escambia County Engineering Department throughout the design process as needed.

**Task B-11: Limited Contract Administration and Construction Observation
(Lump Sum Fee = \$4,525.50)**

This task shall include, but is not limited to, shop drawing review and periodic construction observation services as necessary to determine general compliance with the approved and permitted construction plans and for certification of the constructed project to NFWFMD. As-built drawings and certifications to regulatory agencies will be provided as necessary and copies of these submittals shall be provided to Escambia County upon completion.

Task B-12: Stormwater Permitting Fees (Lump Sum Fee = \$1,000.00)

This task shall include providing stormwater permit application fees to Northwest Florida Water Management District as necessary to secure a retrofit permit as necessary for construction of the project.

Lump Sum Total for Task B Optional Services B-10 thru B-12: \$9,095.50

Lump Sum Total for Task B Basic and Optional Services B-1 thru B-12: \$51,778.00

Task C - North Central Carver Drainage Improvements

Basic Services

Task C-1: Topographic Survey (Lump Sum Fee = \$20,916.00)

HMM will perform a topographic survey of the necessary County road rights-of-way to establish the horizontal and vertical location of all visible and apparent features. HMM shall also establish the horizontal location of County roadway rights-of-way where possible and practical based upon readily available data or data provided by Escambia County. Surveying efforts shall be performed in accordance with State of Florida minimum technical standards and Escambia County Survey department requirements as indicated in the attached document titled "scope of work for surveying services". Easements or other legal encumbrances upon the various properties included within the limits of survey shall be shown where known or if provided by the Escambia County. The County's surveyor shall be provided five (5) certified hard copies and one (1) electronic copy of the topographic survey upon completion.

Task C-2: Geotechnical Exploration (Lump Sum Fee = \$5,880.00)

This task shall include advancing bores at various locations within the County rights-of-way and proposed stormwater detention pond location. Boring data shall be used for the purposes of determining prevailing subsurface conditions which may affect the proposed improvements and/or construction as well as to determine parameters necessary to complete stormwater pond designs in accordance with current Environmental Resource Permit requirements.

Task C-3: Jurisdictional Wetland Assessment and Permitting (Lump Sum Fee = \$840.00)

This task shall include jurisdictional determination of all wetlands regulated under 33 CFR 320-330 (US Army Corps of Engineers in accordance with the Corps of Engineers 1987 wetland delineation manual), Florida Department of Environmental Protection under 62-340 F.A.C. This task shall also include wetland impacts evaluation and scoring, permit application development, mitigation plan development including wetland impact assessment, and functional quantification, and finally regulatory approval.

Task C-4: 60% Design Development (Lump Sum Fee = \$32,361.00)

Based upon the topographic survey and the 30% design concept plans, previously completed by HMM, the design shall be advanced to a 60% level of completeness. Accompanying the 60% plan submittal will be calculations documenting the design and the Engineer's Opinion of Probable Construction Cost.

Task C-5: 90% Design Development (Lump Sum Fee = \$12,043.50)

HMM shall incorporate and/or address Escambia County 60% Design Development comments and advance the design to a 90% level of completeness. Accompanying the 90% plan submittal will be technical specifications, calculations documenting the design and the Engineer's Opinion of Probable Construction Cost.

Task C-6: 100% Design Development (Lump Sum Fee = \$6,048.00)

HMM shall incorporate and/or address Escambia County 90% Design Development comments and advance the design to a 100% level of completeness. Accompanying the 100% plan submittal will be technical specifications, calculations documenting the design and the Engineer's Opinion of Probable Construction Cost. Copies of plan documents shall be provided as needed.

Task C-7: R/W Assistance (Lump Sum Fee = \$2,730.00)

Concurrently with the design development process, HMM will review R/W requirements for implementation of the design and prepare appropriate legal descriptions and sketches for R/W acquisition by Escambia County.

Task C-8: Permitting (Lump Sum Fee = \$2,772.00)

HMM shall submit for and secure an Environmental Resource Permit through the Northwest Florida Water Management District (NFWFMD) as required for construction of the proposed improvements. This task shall include response to comments or requests for additional information received from NFWFMD. Applicable permit application fees required for submission to NFWFMD shall be requested from Escambia County at the time of application and are included as an optional service under this scope of services. Electronic copies of the permit and submittals will be provided to Escambia County upon completion.

Task C-9: Bidding Assistance and Tabulation (Lump Sum Fee = \$3,034.50)

This task shall include efforts necessary to assist Escambia County during the bidding process. These efforts include, but are not limited to, requests for information/clarification from proposed bidders, preparation of addend(s), attendance to one (1) pre-bid meeting and one (1) bid opening. HMM shall also review and tabulate each submitted bid to verify calculations of the low bidder.

Lump Sum Total for Task C Basic Services C-1 thru C-9: \$86,625.00

Optional Services:

Task C-10: Public Meetings (Lump Sum Fee = \$3,570.00)

HMM shall prepare for and conduct three (3) meetings with area residents to review the design concept and solicit input from area stakeholders. These meetings will be coordinated and scheduled with Escambia County Engineering Department throughout the design process as needed.

**Task C-11: Limited Contract Administration and Construction Observation
(Lump Sum Fee = \$8,641.50)**

This task shall include, but is not limited to, shop drawing review and periodic construction observation services as necessary to determine general compliance with the approved and permitted construction plans and for certification of the constructed project to NFWFMD. As-built drawings and certifications to regulatory agencies will be provided as necessary and copies of these submittals shall be provided to Escambia County upon completion.

Task C-12: Stormwater Permitting Fees (Lump Sum Fee = \$1,000.00)

This task shall include providing stormwater permit application fees to Northwest Florida Water Management District as necessary to secure a retrofit permit as necessary for construction of the project.

Lump Sum Total for Task C Optional Services C-10 thru C-12: \$13,211.50

Lump Sum Total for Task C Basic and Optional Services C-1 thru C-12: \$99,836.50

Task D - West Carver Drainage Improvements

Basic Services

Task D-1: Topographic Survey (Lump Sum Fee = \$10,699.50)

HMM will perform a topographic survey of the necessary County road rights-of-way to establish the horizontal and vertical location of all visible and apparent features. HMM shall also establish the horizontal location of County roadway rights-of-way where possible and practical based upon readily available data or data provided by Escambia County. Surveying efforts shall be performed in accordance with State of Florida minimum technical standards and Escambia County Survey department requirements as indicated in the attached document titled "scope of work for surveying services". Easements or other legal encumbrances upon the various properties included within the limits of survey shall be shown where known or if provided by the Escambia County. The County's surveyor shall be provided five (5) certified hard copies and one (1) electronic copy of the topographic survey upon completion.

Task D-2: Geotechnical Exploration (Lump Sum Fee = \$5,880.00)

This task shall include advancing bores at various locations within the County rights-of-way and proposed stormwater detention pond location. Boring data shall be used for the purposes of determining prevailing subsurface conditions which may affect the proposed improvements and/or construction as well as to determine parameters necessary to complete stormwater pond designs in accordance with current Environmental Resource Permit requirements.

Task D-3: Jurisdictional Wetland Assessment and Permitting (Lump Sum Fee = \$2,100.00)

This task shall include jurisdictional determination of all wetlands regulated under 33 CFR 320-330 (US Army Corps of Engineers in accordance with the Corps of Engineers 1987 wetland delineation manual), Florida Department of Environmental Protection under 62-340 F.A.C. This task shall also include wetland impacts evaluation and scoring, permit application development, mitigation plan development including wetland impact assessment, and functional quantification, and finally regulatory approval.

Task D-4: 60% Design Development (Lump Sum Fee = \$13,902.00)

Based upon the topographic survey and the 30% design concept plans, previously completed by HMM, the design shall be advanced to a 60% level of completeness. Accompanying the 60 percent plan submittal will be calculations documenting the design and the Engineer's Opinion of Probable Construction Cost.

Task D-5: 90% Design Development (Lump Sum Fee = \$6,594.00)

HMM shall incorporate and/or address Escambia County 60% Design Development comments and advance the design to a 90% level of completeness. Accompanying the 90% plan submittal will be technical specifications, calculations documenting the design and the Engineer's Opinion of Probable Construction Cost.

Task D-6: 100% Design Development (Lump Sum Fee = \$3,402.00)

HMM shall incorporate and/or address Escambia County 90% Design Development comments and advance the design to a 100% level of completeness. Accompanying the 100% plan submittal will be technical specifications, calculations documenting the design and the Engineer's Opinion of Probable Construction Cost. Copies of plan documents shall be provided as needed.

Task D-7: R/W Assistance (Lump Sum Fee = \$2,730.00)

Concurrently with the design development process, HMM will review R/W requirements for implementation of the design and prepare appropriate legal descriptions and sketches for R/W acquisition by Escambia County.

Task D-8: Permitting (Lump Sum Fee = \$2,772.00)

HMM shall submit for and secure an Environmental Resource Permit through the Northwest Florida Water Management District (NFWFMD) as required for construction of the proposed improvements. This task shall include response to comments or requests for additional information received from NFWFMD. Applicable permit application fees required for submission to NFWFMD shall be requested from Escambia County at the time of application and are included as an optional service under this scope of services. Electronic copies of the permit and submittals will be provided to Escambia County upon completion.

Task D-9: Bidding Assistance and Tabulation (Lump Sum Fee = \$3,034.50)

This task shall include efforts necessary to assist Escambia County during the bidding process. These efforts include, but are not limited to, requests for information/clarification from proposed bidders, preparation of addend(s), attendance to one (1) pre-bid meeting and one (1) bid opening. HMM shall also review and tabulate each submitted bid to verify calculations of the low bidder.

Lump Sum Total for Task D Basic Services D-1 thru D-9: \$51,114.00

Optional Services:

Task D-10: Public Meetings (Lump Sum Fee = \$3,570.00)

HMM shall prepare for and conduct three (3) meetings with area residents to review the design concept and solicit input from area stakeholders. These meetings will be coordinated and scheduled with Escambia County Engineering Department throughout the design process as needed.

**Task D-11: Limited Contract Administration and Construction Observation
(Lump Sum Fee = \$8,641.50)**

This task shall include, but is not limited to, shop drawing review and periodic construction observation services as necessary to determine general compliance with the approved and permitted construction plans and for certification of the constructed project to NFWFMD. As-built drawings and certifications to regulatory agencies will be provided as necessary and copies of these submittals shall be provided to Escambia County upon completion.

Task D-12: Stormwater Permitting Fees (Lump Sum Fee = \$1,000.00)

This task shall include providing stormwater permit application fees to Northwest Florida Water Management District as necessary to secure a retrofit permit as necessary for construction of the project.

Lump Sum Total for Task D Optional Services D-10 thru D-12: \$13,211.50

Lump Sum Total for Task D Basic and Optional Services D-1 thru D-12: \$64,325.50

The specified lump sum fees for all above tasks are inclusive of direct expenses. Direct expenses shall include the following:

1. Mileage costs associated with travel to and from the project site(s) or meetings.
2. Long distance communications and other miscellaneous communication expenses.
3. Printing and copying costs.

Project Name: Carver Area Drainage Improvements

Client: Escambia County

Prepared By: S. White

Date: April 8, 2013

Revised By: S. White

Date: May 23, 2013



**Hatch Mott
MacDonald**

Carver Area Drainage Improvements Evaluation		Sr. Project Engineer	Project Manager	Project Engineer	Designer V	PLS	Technician	2 Person Survey Crew	Line Item Sub-Total
Task	Description	\$170.00	\$145.00	\$130.00	\$105.00	\$115.00	\$70.00	\$125.00	
A	East Carver Drainage Improvements								
	A.1 Topographic Survey					22	48	80	\$16,684.50
	A.2 Geotechnical Exploration								\$6,037.50
	A.3 Jurisdictional Wetland Assessment and Permitting								\$840.00
	A.4 60% Design Development		16	80	120				\$26,586.00
	A.5 90% Design Development		12	30	35				\$9,780.75
	A.6 100% Design Development		8	19	21				\$6,126.75
	A.7 Right-of-way Assistance		2	6		6	12		\$2,730.00
	A.8 Permitting		4	11	6				\$2,772.00
	A.9 Bidding Assistance and Tabulation		2	20					\$3,034.50
	Sub-Total	0	44	166	182	28	60	80	\$74,592.00
	Optional Services								
	A.10 Public Meetings		4	12	12				\$3,570.00
	A.11 Limited Contract Administration and Construction Observation		12	37	16				\$8,641.50
	A.12 Stormwater Permitting Fees								\$1,000.00
	Sub-Total	0	16	49	28	0	0	0	\$13,211.50
	Task-Total	0	60	215	210	28	60	80	\$87,803.50
B	South Central Carver Drainage Improvements								
	B.1 Topographic Survey					10	12	20	\$4,714.50
	B.2 Geotechnical Exploration								\$2,205.00
	B.3 Jurisdictional Wetland Assessment and Permitting								\$2,100.00
	B.4 60% Design Development		16	40	80				\$16,716.00
	B.5 90% Design Development		8	16	20				\$5,607.00
	B.6 100% Design Development		4	8	10				\$2,803.50
	B.7 Right-of-way Assistance		2	6		6	12		\$2,730.00
	B.8 Permitting		4	11	6				\$2,772.00
	B.9 Bidding Assistance and Tabulation		2	20					\$3,034.50
	Sub-Total	0	36	101	116	16	24	20	\$42,682.50
	Optional Services								
	B.10 Public Meetings		4	12	12				\$3,570.00
	B.11 Limited Contract Administration and Construction Observation		6	20	8				\$4,525.50
	B.12 Stormwater Permitting Fees								\$1,000.00
	Sub-Total	0	10	32	20	0	0	0	\$9,095.50
	Task-Total	0	46	133	136	16	24	20	\$51,778.00

Project Name: Carver Area Drainage Improvements
 Client: Escambia County
 Prepared By: S. White
 Date: April 8, 2013
 Revised By: S. White
 Date: May 23, 2013



**Hatch Mott
MacDonald**

Carver Area Drainage Improvements Evaluation		Sr. Project Engineer	Project Manager	Project Engineer	Designer V	PLS	Technician	2 Person Survey Crew	Line Item Sub-Total
Task	Description	\$170.00	\$145.00	\$130.00	\$105.00	\$115.00	\$70.00	\$125.00	
C	North Central Carver Drainage Improvements								
	C.1 Topographic Survey					28	60	100	\$20,916.00
	C.2 Geotechnical Exploration								\$5,880.00
	C.3 Jurisdictional Wetland Assessment and Permitting								\$840.00
	C.4 60% Design Development		16	90	160				\$32,361.00
	C.5 90% Design Development		16	30	50				\$12,043.50
	C.6 100% Design Development		8	16	24				\$6,048.00
	C.7 Right-of-way Assistance		2	6		6	12		\$2,730.00
	C.8 Permitting		4	11	6				\$2,772.00
	C.9 Bidding Assistance and Tabulation		2	20					\$3,034.50
	Sub-Total	0	48	173	240	34	72	100	\$86,625.00
	Optional Services								
	C.10 Public Meetings		4	12	12				\$3,570.00
	C.11 Limited Contract Administration and Construction Observation		12	37	16				\$8,641.50
	C.12 Stormwater Permitting Fees								\$1,000.00
	Sub-Total	0	16	49	28	0	0	0	\$13,211.50
	Task-Total	0	64	222	268	34	72	100	\$99,836.50
D	West Carver Drainage Improvements								
	D.1 Topographic Survey					16	30	50	\$10,699.50
	D.2 Geotechnical Exploration								\$5,880.00
	D.3 Jurisdictional Wetland Assessment and Permitting								\$2,100.00
	D.4 60% Design Development		12	40	60				\$13,902.00
	D.5 90% Design Development		8	20	24				\$6,594.00
	D.6 100% Design Development			12	16				\$3,402.00
	D.7 Right-of-way Assistance		2	6		6	12		\$2,730.00
	D.8 Permitting		4	11	6				\$2,772.00
	D.9 Bidding Assisatnce and Tabulation		2	20					\$3,034.50
	Sub-Total	0	28	109	106	22	42	50	\$51,114.00
	Optional Services								
	D.10 Public Meetings		4	12	12				\$3,570.00
	D.11 Limited Contract Administration and Construction Observation		12	37	16				\$8,641.50
	D.12 Stormwater Permitting Fees								\$1,000.00
	Sub-Total	0	16	49	28	0	0	0	\$13,211.50
	Task-Total	0	44	158	134	22	42	50	\$64,325.50
	Project Total	0	214	728	748	100	198	250	\$303,743.50



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4424

County Administrator's Report 14. 21.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/10/2013

Issue: Resolution Designating Lafitte Cove Canal as a Public Waterway and Accepting Continued Maintenance of the Canal

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Resolution Designating Lafitte Cove Canal as a Public Waterway and Accepting Continued Maintenance of the Canal - Joy D. Blackmon, P.E., Public Works Department Director

That the Board adopt and authorize the Chairman to sign the Resolution designating Lafitte Cove Canal as a public waterway and accepting continued maintenance of the Canal.

[Funding Source: Fund 175, Transportation Trust Fund, Cost Center 211602. The County will be reimbursed by the Santa Rosa Island Authority (SRIA)]

On February 21, 1972, the Santa Rosa Island Authority (SRIA) entered into an Agreement to lease certain contiguous parcels of property, described in the recorded Plat of "Lafitte Cove," wherein the lessee was authorized to subdivide and develop said property. The lessee was further authorized to construct a canal within the boundaries of the leased premises provided that the lessee maintain the channel and canal with funds paid into a special Escrow Account held by the SRIA.

With the consent of the SRIA, on December 21, 1990, the lessee later entered into an Assignment of the Master Lease Agreement assigning said rights and obligations to the Lafitte Cove Homeowners' Association (HOA). Thereafter, the HOA was responsible for the continued maintenance of the Canal.

Meeting in regular session on April 18, 2013, the Board of County Commissioners entered into an Interlocal Agreement with the SRIA in which the County agreed to accept the maintenance and dredging of Lafitte Cove Canal. The parties further agreed that, for an annual fee of \$65,000, the County would provide the SRIA with all sand dredged from the canal that may be utilized for sand re-nourishment and restoration projects on Santa Rosa Island. The Interlocal Agreement, wherein the County agreed to accept the maintenance of the Canal, may be terminated by either party for any reason upon thirty days written notice.

This Resolution serves to memorialize the County's intent to designate the Lafitte Cove Canal as a public water body and to accept the continued maintenance of the Canal.

If the Board adopts the Resolution, the SRIA shall enter into an Agreement and a corresponding Amendment to the Master Lease Agreement deleting those provisions imposing any obligation upon the lessee or subsequent assigns to maintain the Canal, and the County will bear ultimate responsibility for the continued maintenance of the Canal. The following related documents have been provided: Agreement to Modify Master Lease and Direct Leases, Amendment to Lease Agreement, Cancellation of Assignment of Rights and Obligations Under Lease, and Amendment to Residential Lease Agreements for Lafitte Cove Unit Two.

BACKGROUND:

On February 21, 1972, the Santa Rosa Island Authority (SRIA) entered into an agreement to lease certain contiguous parcels of property, described in the recorded plat of "Lafitte Cove," wherein the lessee was authorized to subdivide and develop said property. The lessee was further authorized to construct a canal within the boundaries of the leased premises provided that the lessee maintain the channel and canal with funds paid into a special escrow account held by the SRIA.

With the consent of the SRIA, on December 21, 1990, the lessee later entered into an Assignment of the Master Lease Agreement assigning said rights and obligations to the Lafitte Cove Homeowners' Association. Thereafter, the HOA was responsible for the continued maintenance of the Canal.

Meeting in regular session on April 18, 2013, the Board of County Commissioners entered into an Interlocal Agreement with the SRIA in which the County agreed to accept the maintenance and dredging of Lafitte Cove Canal. The parties further agreed that, for an annual fee of \$65,000, the County would provide the SRIA with all sand dredged from the canal that may be utilized for sand re-nourishment and restoration projects on Santa Rosa Island. The Interlocal Agreement, wherein the County agreed to accept the maintenance of the Canal, may be terminated by either party for any reason upon thirty days written notice.

This resolution serves to memorialize the County's intent to designate the Lafitte Cove Canal as a public water body and to accept the continued maintenance of the Canal.

If the Board adopts the Resolution, the SRIA shall enter into an agreement and a corresponding amendment to the master lease agreement **deleting those provisions imposing any obligation upon the lessee or subsequent assigns to maintain the Canal, and the County will bear ultimate responsibility for the continued maintenance of the Canal.** The following related documents are attached hereto: Agreement to Modify Master Lease and Direct Leases; Amendment to Lease Agreement; Cancellation of Assignment of Rights; and Amendment to Residential Lease Agreements for Lafitte Cove Unit Two.

BUDGETARY IMPACT:

Funding Source: Fund 175, Transportation Trust Fund, Cost Center 211602. The County will be reimbursed by the SRIA.

LEGAL CONSIDERATIONS/SIGN-OFF:

This Resolution was prepared and approved by Assistant County Attorney Kristin D. Hual.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Resolution

Exhibit Agreement to Modify Master lease and Direct Leases

Exhibit Amendment to Lease Agreement

Exhibit Cancellation of Assignment of Rights and Obligation under Lease

Exhibit Amendment to Residential Lease Agreements for Lafitte Cove Unit Two

RESOLUTION NUMBER R2013-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, DESIGNATING LAFITTE COVE CANAL AS A PUBLIC WATERWAY; ACCEPTING MAINTENANCE OF LAFITTE COVE CANAL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Santa Rosa Island Authority (SRIA) previously entered into a an agreement to lease certain contiguous parcels of property more particularly described in the recorded plat of "Lafitte Cove" recorded in Plat Book 8, Page 38 of the public records of Escambia County, Florida (hereinafter "Lafitte Cove Subdivision plat"); and

WHEREAS, pursuant to said agreement, the lessee was permitted to construct a canal and other subdivision improvements provided that lessee expressly agree to maintain the canal to be constructed on the leased premises; and

WHEREAS, the canal serves as an important access point for the public and a reliable source of indigenous sand for re-nourishment and restoration on Santa Rosa Island; and

WHEREAS, SRIA has a need for locally excavated beach compatible sand collected from and around Santa Rosa Island; and

WHEREAS, the County has agreed to accept the maintenance of Lafitte Cove canal more particularly described in the Lafitte Cove Subdivision plat (hereinafter "Lafitte Cove canal") as required to maintain the navigability of the canal and provide the SRIA with sand that may be utilized for sand re-nourishment and restoration projects on Santa Rosa Island; and

WHEREAS, the Board of County Commissioners for Escambia County has determined that it is in the best interest of the public to designate the canal as a public waterway and accept maintenance of the Lafitte Cove canal.

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

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

Section 2. That Lafitte Cove canal is hereby designated a public waterway that shall be open and accessible to the public.

Section 3. That the County shall accept maintenance of Lafitte Cove canal as required to maintain the navigability of the canal.

Section 4. That 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

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: 5/21/13

This Instrument Prepared by:

Jesse W. Rigby, Esquire
Florida Bar No.: 252433
Clark, Partington, Hart, Larry,
Bond & Stackhouse
Post Office Box 13010
Pensacola, Florida 32591-3010
(850) 434-9200

AGREEMENT TO MODIFY MASTER LEASE AND DIRECT LEASES

THIS AGREEMENT is made by and between: the Santa Rosa Island Authority, a dependent special district created under the Laws of Florida (hereinafter the "SRIA" or "Lessor"), whose address is 1 Via DeLuna, Pensacola Beach, Florida 32561, acting through its governing Board; KCJ Properties, Inc. (hereinafter "KCJ" or "Lessee"), whose address is 926 N. Ferdon Boulevard, Crestview, Florida 32536; and Lafitte Cove Homeowners' Association, Inc. (hereinafter "Association" or "Assignee"), whose address is Post Office Box 1062, Gulf Breeze, Florida 32561.

RECITALS:

WHEREAS, Lessor and Lessee's predecessor in interest entered into that certain Lease Agreement recorded in the official records of Escambia County at Book 599, Page 315 (hereinafter "Master Lease"); and

WHEREAS, Lessee's predecessor in interest entered into an Assignment of Rights and Obligations, dated December 21, 1990, with the Association, and with the consent of the Lessor (hereinafter "Assignment"); and

WHEREAS, said Assignment was amended by Lessee and Assignee by that certain Amendment to Assignment of Rights and Obligations under Lease dated August 30, 2005; and

WHEREAS, Escambia County, acting through its Board of County Commissioners, did on April 18, 2013 approve an Interlocal Agreement between Escambia County and the SRIA (hereinafter "Interlocal Agreement") relating to sand re-nourishment and restoration on Santa Rosa Island, and did submit the same to the SRIA for review and consideration; and

WHEREAS, the SRIA, acting through its governing Board, has reviewed and approved said Interlocal Agreement; and

WHEREAS, Escambia County, through its staff, has expressed willingness to accept the canal and channel described in the Lafitte Cove Subdivision plat recorded in Plat Book 8, Page

38 of the public records of Escambia County, Florida (hereinafter "Lafitte Cove Canal"), for County maintenance as a navigable water body that will be kept open and accessible to the public and as a reliable source of indigenous sand for re-nourishment and restoration on Santa Rosa Island; and

WHEREAS, the parties hereto desire to make certain changes to the Master Lease consistent with the Interlocal Agreement and acceptance by Escambia County of the Lafitte Cove Canal for maintenance as a navigable water body that will be kept open and accessible to the public; and

WHEREAS, the Lafitte Cove Subdivision plat recorded in the official records of Escambia County at Plat Book 8, Page 38, included as Parcel "A" an area of the plat for subsequent development; and

WHEREAS, Parcel "A" was subsequently platted as Lafitte Cove Unit Two according to the plat recorded in Plat Book 14, Page 83 of the public records of Escambia County; and

WHEREAS, the twenty-six lots in Lafitte Cove Unit Two were leased separately by the SRIA to the developer, CSL Development Corporation (hereinafter "Direct Lease"); and

WHEREAS, each Direct Lease was assigned by CSL Development Corporation to the purchaser of each respective lot in Lafitte Cove Unit Two; and

WHEREAS, the parties hereto desire to make certain changes to the Direct Leases consistent with the Interlocal Agreement and acceptance by Escambia County of the Lafitte Cove Canal for maintenance as a navigable water body that will be kept open and accessible to the public.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and of the mutual benefits to flow each unto the other, and for other good and valuable consideration, the SRIA, KCJ, and the Association agree as follows:

AGREEMENT:

1. All Recitals are adopted by the parties as part of this Agreement.

With Respect to Master Lease

2. Paragraph (9) of the Master Lease will be deleted by the Lessor, after action by the Board of County Commissioners by Resolution that accepts the canal and channel described in the Lafitte Cove Subdivision plat recorded in Plat Book 8, Page 38 of the public records of Escambia County, Florida, for County maintenance as a navigable water body that will be kept open and accessible to the public.

3. The Chairman, SRIA, is directed to sign an Amendment to the Lease Agreement recorded in the public records of Escambia County, Florida, at Plat Book 599, Page 315, to

accomplish the direction stated in paragraph 2 herein, after receipt by the SRIA of the Resolution described in the recitals herein. The document to accomplish this direction is attached hereto as Exhibit A.

4. The SRIA, KCJ, and the Association acknowledge and consent to the Cancellation of the Assignment of Rights and Obligations, dated December 21, 1990, and of the Amendment to Assignment of Rights and Obligations under Lease dated August 30, 2005, which document is to be executed after the execution of the Amendment to the Lease Agreement, as described in paragraph 3 herein. The document to accomplish this direction is attached hereto as Exhibit B.

5. After full execution of the documents described above herein, KCJ will execute and record a document acceptable to the Association that will relieve all sub-lessees under the Master Lease of their current obligation regarding Lafitte Cove Canal maintenance.

With Respect to the Lafitte Cove Unit Two Direct Leases

6. Section II.b of each Direct Lease will be deleted by the SRIA, after action by the Board of County Commissioners by Resolution that accepts the canal and channel described in the Lafitte Cove Subdivision plat recorded in Plat Book 8, Page 38 of the public records of Escambia County, Florida, for County maintenance as a navigable water body that will be kept open and accessible to the public.

7. The Chairman, SRIA, is directed to sign an Amendment to Residential Lease Agreements for Lafitte Cove Unit Two to accomplish the direction stated in paragraph 6 herein, after receipt by the SRIA of the Resolution described in the recitals herein. The document to accomplish this direction is attached hereto as Exhibit C.

General Provisions

8. Upon execution of the documents described in paragraphs 2, 3 and 6 herein, the SRIA will refund to the Association all money held by the SRIA in the special escrow account described in paragraph (9) of the Master Lease.

9. Within a reasonably prompt period following the execution of Exhibits A, B and C, the Association will record, at its expense, the documents described herein and attached hereto as Exhibits A, B, and C.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

WITNESSES

SRIA:

Santa Rosa Island Authority, through its governing Board, and signing by and through its duly authorized Chairman;

By: _____
Frederick J. Gant, Secretary/Treasurer

By: _____
Thomas Campanella, Chairman

Print: _____

Date: _____, 2013

STATE OF FLORIDA)
)
COUNTY OF _____)

The foregoing agreement was subscribed and acknowledged before me this _____ day of _____, 2013, by Thomas Campanella, Chairman, Santa Rosa Island Authority, who () is personally known to me or () has produced _____ as identification.

[NOTARIAL SEAL]

NOTARY PUBLIC, State of Florida
Commission Number: _____
My Commission Expires: _____

WITNESSES:

Print: _____

Print: _____

KCJ:

KCJ Properties, Inc., signing through its
duly authorized corporate officer;

By: _____

Name: _____

Title: _____

Date: _____, 2013

STATE OF FLORIDA)

)

COUNTY OF _____)

The foregoing agreement was subscribed and acknowledged before me this ____ day of _____, 2013, by _____, as duly authorized _____ of KCJ Properties, Inc., a Florida corporation, who () is personally known to me or () has produced _____ as identification.

[NOTARIAL SEAL]

NOTARY PUBLIC, State of Florida

Commission Number: _____

My Commission Expires: _____

WITNESSES:

Print: _____

Print: _____

ASSOCIATION:

**Lafitte Cove Homeowners' Association,
Inc., signing through its duly authorized
corporate officer;**

By: _____

Name: _____

Title: _____

Date: _____, 2013

STATE OF FLORIDA)

)

COUNTY OF _____)

The foregoing agreement was subscribed and acknowledged before me this _____ day of _____, 2013, by _____, as duly authorized _____ of Lafitte Cove Homeowners' Association, Inc., a Florida corporation, who () is personally known to me or () has produced _____ as identification.

[NOTARIAL SEAL]
A1338093.DOC

NOTARY PUBLIC, State of Florida

Commission Number: _____

My Commission Expires: _____

This Instrument Prepared by:
Jesse W. Rigby, Esquire
Florida Bar No.: 252433
Clark, Partington, Hart, Larry,
Bond & Stackhouse
Post Office Box 13010
Pensacola, Florida 32591-3010
(850) 434-9200

AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT is entered into by and between SANTA ROSA ISLAND AUTHORITY, a dependent special district created under the Laws of Florida (hereinafter the "SRIA" or "Lessor"), whose address is 1 Via DeLuna, Pensacola Beach, Florida 32561, acting through its governing Board; and KCJ Properties, Inc. (hereinafter "KCJ" or "Lessee"), whose address is 926 N. Ferdon Boulevard, Crestview, Florida 32536.

RECITALS:

WHEREAS, Lessor and Lessee's predecessor in interest entered into that certain Lease Agreement recorded in the official records of Escambia County, Florida, at Book 599, Page 315; and

WHEREAS, KCJ is the Lessee under the Lease Agreement described above; and

WHEREAS, Lessor and Lessee desire to amend the Lease Agreement, as described herein, for the mutual benefit of the Lessor, Lessee and residents of Santa Rosa Island.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and of the mutual benefits to flow each unto the other, and for other good and valuable consideration, the Lease Agreement is amended as follows:

AGREEMENT:

1. All recitals stated herein are adopted by the Lessor and Lessee as part of this Amendment.
2. The Lease Agreement recorded in the official records of Escambia County, Florida, at Book 599, Page 315, is amended by deleting paragraph (9) in its entirety.
3. The remaining paragraphs of the Lease Agreement are unchanged and will retain their original paragraph numbering.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment to Lease Agreement on the respective dates under each signature:

WITNESSES

SRIA:

Santa Rosa Island Authority, through its governing Board, and signing by and through its duly authorized Chairman;

By: _____
Frederick J. Gant, Secretary/Treasurer

By: _____
Thomas Campanella, Chairman

Print: _____

Date: _____, 2013

STATE OF FLORIDA)
)
COUNTY OF _____)

The foregoing agreement was subscribed and acknowledged before me this _____ day of _____, 2013, by Thomas Campanella, Chairman, Santa Rosa Island Authority, who () is personally known to me or () has produced _____ as identification.

[NOTARIAL SEAL]

NOTARY PUBLIC, State of Florida
Commission Number: _____
My Commission Expires: _____

WITNESSES:

Print: _____

Print: _____

KCJ:

KCJ Properties, Inc., signing through its
duly authorized corporate officer;

By: _____

Name: _____

Title: _____

Date: _____, 2013

STATE OF FLORIDA)

COUNTY OF _____)

The foregoing agreement was subscribed and acknowledged before me this ____ day of _____, 2013, by _____, as duly authorized _____ of KCJ Properties, Inc., a Florida corporation, who () is personally known to me or () has produced _____ as identification.

[NOTARIAL SEAL]

NOTARY PUBLIC, State of Florida
Commission Number: _____
My Commission Expires: _____

A1338524.DOC

This Instrument Prepared by:
Jesse W. Rigby, Esquire
Florida Bar No.: 252433
Clark, Partington, Hart, Larry,
Bond & Stackhouse
Post Office Box 13010
Pensacola, Florida 32591-3010
(850) 434-9200

**CANCELLATION OF ASSIGNMENT OF
RIGHTS AND OBLIGATIONS UNDER LEASE**

THIS CANCELLATION is made unilaterally by KCJ Properties, Inc. (hereinafter "KCJ" or "Assignor"), whose address is 926 N. Ferdon Boulevard, Crestview, Florida 32536; with the approval of the Santa Rosa Island Authority, a dependent special district created under the Laws of Florida (hereinafter "SRIA" or "the Lessor"), whose address is 1 Via DeLuna, Pensacola Beach, Florida 32561; and with the consent and acknowledgement of Lafitte Cove Homeowners' Association, Inc. (hereinafter "Association"), whose address is Post Office Box 1062, Gulf Breeze, Florida 32561.

RECITALS:

WHEREAS, KCJ is the Lessee under that certain Lease Agreement recorded in the official records of Escambia County, Florida, at Book 599, Page 315; and

WHEREAS, Lessee's predecessor in interest entered into an Assignment of Rights and Obligations dated December 21, 1990 (copy attached) with the Association as Assignee and with the consent of the SRIA; and

WHEREAS, Lessee executed on August 30, 2005, an Amendment to Assignment of Rights and Obligations Under Lease (copy attached); and

WHEREAS, the SRIA has amended the Lease Agreement recorded in the official records of Escambia County, Florida, Book 599, Page 315, by deleting paragraph (9) of the Lease Agreement in its entirety; and

WHEREAS, the Association acknowledges and consents to the action of Assignor to cancel the assignments referenced herein.

NOW, THEREFORE, in consideration of the actions referenced herein and taken by the Lessor, and for other good and valuable consideration, KCJ takes the following actions:

1. All Recitals stated herein are adopted as part of this Cancellation.

2. The Assignment of Rights and Obligations, referenced herein, is cancelled.
3. The Amendment to Assignment of Rights and Obligations Under Lease, referenced herein, is cancelled.
4. Lafitte Cove Homeowners' Association, Inc., as Assignee, has no further rights or obligations that were derived from paragraph (9) of the Lease Agreement referenced herein.

IN WITNESS WHEREOF, the parties hereto have made and executed this Cancellation on the respective dates under each signature:

WITNESSES:

KCJ:

KCJ Properties, Inc., signing through its
duly authorized corporate officer;

Print: _____

By: _____
Name: _____
Title: _____

Print: _____

Date: _____, 2013

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing agreement was subscribed and acknowledged before me this ____ day of _____, 2013, by _____, as duly authorized _____ of KCJ Properties, Inc., a Florida corporation, who () is personally known to me or () has produced _____ as identification.

[NOTARIAL SEAL]

NOTARY PUBLIC, State of Florida
Commission Number: _____
My Commission Expires: _____

WITNESSES

By: _____
Frederick J. Gant, Secretary/Treasurer

Print: _____

STATE OF FLORIDA)
)
COUNTY OF _____)

The foregoing agreement was subscribed and acknowledged before me this _____ day of _____, 2013, by Thomas Campanella, Chairman, Santa Rosa Island Authority, who () is personally known to me or () has produced _____ as identification.

[NOTARIAL SEAL]

SRIA:

Santa Rosa Island Authority, through its governing Board, and signing by and through its duly authorized Chairman;

By: _____
Thomas Campanella, Chairman

Date: _____, 2013

NOTARY PUBLIC, State of Florida
Commission Number: _____
My Commission Expires: _____

WITNESSES:

Print: _____

Print: _____

ASSOCIATION:

**Lafitte Cove Homeowners' Association,
Inc.,** signing through its duly authorized
corporate officer;

By: _____

Name: _____

Title: _____

Date: _____, 2013

STATE OF FLORIDA)

COUNTY OF _____)

The foregoing agreement was subscribed and acknowledged before me this ____ day of _____, 2013, by _____, as duly authorized _____ of Lafitte Cove Homeowners' Association, Inc., a Florida corporation, who () is personally known to me or () has produced _____ as identification.

[NOTARIAL SEAL]

NOTARY PUBLIC, State of Florida

Commission Number: _____

My Commission Expires: _____

A1338543.DOC

This Instrument Prepared by:
Jesse W. Rigby, Esquire
Florida Bar No.: 252433
Clark, Partington, Hart, Larry,
Bond & Stackhouse
Post Office Box 13010
Pensacola, Florida 32591-3010
(850) 434-9200

AMENDMENT TO RESIDENTIAL LEASE AGREEMENTS
FOR LAFITTE COVE UNIT TWO

THIS AMENDMENT is made by SANTA ROSA ISLAND AUTHORITY, a dependent special district created under the Laws of Florida (hereinafter the "SRIA" or "Lessor"), whose address is 1 Via DeLuna, Pensacola Beach, Florida 32561, acting through its governing Board.

RECITALS:

WHEREAS, the SRIA entered into twenty-six substantively identical Single-Family Residential Leases for lots within Lafitte Cove Unit Two (hereinafter "Direct Leases"); and

WHEREAS, the original Lessee for each Direct Lease was CSL Development Corporation, the developer of Lafitte Cove Unit Two (hereinafter "Lessee"); and

WHEREAS, CSL Development Corporation subsequently assigned each Direct Lease to the purchasers of individual lots within Lafitte Cove Unit Two (hereinafter "Assignee"); and

WHEREAS, the Direct Leases are identified in the attached Exhibit 1 by Lot number and recording information for each Direct Lease and current Assignee of each Direct Lease; and

WHEREAS, each Direct Lease included in Section II.b an obligation of the Lessee, and therefore of the subsequent Assignee, to pay a canal maintenance fee, which has been paid by each Assignee to the Lafitte Cove Homeowners' Association, Inc. for the maintenance of the Lafitte Cove canal; and

WHEREAS, Escambia County has accepted the Lafitte Cove Canal identified in the original subdivision plat of Lafitte Cove Subdivision recorded in the official records of Escambia County, Florida, at Plat Book 8, Page 38, for County maintenance and to keep the canal open for public use; and

WHEREAS, in recognition of the acceptance of canal maintenance responsibility by Escambia County the obligation imposed by Section II.b of each Direct Lease on the Lessee and subsequent Assignee is no longer appropriate.

NOW, THEREFORE, in consideration of the mutual covenants referenced and identified herein, and for other good and valuable consideration, each Direct Lease identified in Exhibit 1 attached hereto is amended as follows:

1. Section II.b. is deleted from each Direct Lease identified in Exhibit 1 attached hereto.
2. The remaining provisions of each Direct Lease identified in Exhibit 1 attached hereto are unchanged.
3. The intent of this Amendment is to relieve all current and future Assignees of the Direct Leases and lots identified in Exhibit 1 of any obligation to pay a Lafitte Cove canal maintenance fee assessed after the date of the execution of this Amendment.

IN WITNESS WHEREOF, the SRIA, as Lessor, executes this Amendment effective on the date executed by its Chairman.

SRIA:

WITNESSES

Santa Rosa Island Authority, through its governing Board, and signing by and through its duly authorized Chairman;

By: _____
Frederick J. Gant, Secretary/Treasurer

By: _____
Thomas Campanella, Chairman

Print: _____

Date: _____, 2013

STATE OF FLORIDA)

COUNTY OF _____)

The foregoing agreement was subscribed and acknowledged before me this ____ day of _____, 2013, by Thomas Campanella, Chairman, Santa Rosa Island Authority, who () is personally known to me or () has produced _____ as identification.

[NOTARIAL SEAL]
A1339420.DOCX

NOTARY PUBLIC, State of Florida
Commission Number: _____
My Commission Expires: _____

Exhibit "C"



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4393

County Administrator's Report 14. 22.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/10/2013

Issue: Vehicles for Parks and Recreation Department

From: Michael Rhodes, Dept Director

Organization: Parks and Recreation

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Purchase of Five Vehicles for the Parks and Recreation Department - Michael Rhodes, Parks and Recreation Department Director

That the Board authorize the County to piggyback off of the State of Florida Term Contracts #071-000-13-1 and Contract #12-20-0905, in accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications; exemptions; and Section 46-64, Board approval, and award a Contract to Hub City Ford, in the amount of \$106,135.80, for the following vehicles:

Two Ford F-150 Pick Up Trucks - \$33,562.80

One Ford F-250 Crew Cab - \$29,608.80

One Ford Escape - \$17,899.00

One Ford F-150 Crew Cab - \$25,065.20

[Funding Source: Fund 352, "LOST III," Account 350229, Object Code 56401, Project No. 08PR0068]

The Parks and Recreation Department, and specifically crews who perform regular maintenance across the County, are replacing five vehicles. These new vehicles transport employees, materials, and equipment to various parks throughout Escambia County. The vehicles being replaced range from a 1997 model to 2001 models. These vehicles served their purpose, none less than 13 years, and considering the amount of service and constant repairs they now require, it was deemed these vehicles need to be replaced. Listed below are the vehicles being replaced, including property number, model year, and respective mileage:

1997 Ford F250	Property #44830	188,078 Miles
1999 Ford F250	Property #46898	130,585 Miles
2000 Dodge 4X4	Property #48355	210,816 Miles
2001 Ford Explorer	Property #49283	162,219 Miles
2001 Ford F550 Crew	Property #50143	104,542 Miles

BACKGROUND:

The Parks and Recreation Department and specifically crews who perform regular maintenance across the county, are replacing five vehicles. These new vehicles transport employees, materials, and equipment to various parks throughout Escambia County. The vehicles being replaced range from a 1997 model to 2001 models. These vehicles served their purpose, none less than 13 years, and considering the amount of service and constant repairs they now require, it was deemed these vehicles need to be replaced. Listed below are the vehicles being replaced, including property number, model year, and respective mileage.

1997 Ford 250	Property #44830	188,078 Miles
1999 Ford F250	Property #46898	130,585 Miles
2000 Dodge 4X4	Property #48355	210,816 Miles
2001 Ford Explorer	Property #49283	162,219 Miles
2001 Ford F550 Crew	Property #50143	104,542 Miles

BUDGETARY IMPACT:

Funds are available in Fund 352 "LOST III", Cost Center 350229, Object Code 56401, Project No. 08PR0068.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in accordance with Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications, Exemptions; and Section 46-64, Board Approval.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Quotes

4060 South Ferdon Blvd., Crestview, FL 32536

Prepared For:

Prepared By:

Administrator
HUB CITY FORD
4060 SOUTH FERDON BLVD

CRESTVIEW, Florida, 32536
Phone: 850-398-6810



Selected Options

2013 Ford F-150

4x2 Regular Cab Styleside 6.5' box 126" WB XL (F1C)

Vehicle Snapshot

Engine: 5.0L V8 FFV
Transmission: Electronic 6-Speed Automatic
Rear Axle Ratio: Limited Slip w/3.55
GVWR: 6,650 lbs Payload Package

Code	Description	Class	MSRP
F1C	Base Vehicle Price (F1C)	STD	23,955.00
Packages			
100A	Equipment Group 100A Base (99M) Engine: 3.7L V6 FFV : Fuel economy for ethanol (E85): 12mpg city, 17mpg highway.; (446) Transmission: Electronic 6-Speed Automatic : Includes tow/haul mode.; (X19) 3.55 Axle Ratio; (STDGV) GVWR: 6,450 lbs Payload Package; (T7B) Tires: P235/75R17 BSW A/T (5); (64C) Wheels: 17" Gray Styled Steel; (A) Vinyl 40/20/40 Front Seat; (STDRD) Radio: AM/FM Stereo/Clock	OPT	N/C
Powertrain			
99F	Engine: 5.0L V8 FFV (X27) 3.31 Axle Ratio; (NONGV) GVWR: 6,650 lbs Payload Package. Fuel economy for ethanol (E85): 11mpg city, 15mpg highway. Torque: 380 ft.lbs. @ 4250 rpm.	OPT	1,000.00
446	Transmission: Electronic 6-Speed Automatic Includes tow/haul mode.	INC	Included
XH9	Limited Slip w/3.55 Axle Ratio	OPT	350.00
	GVWR: 6,650 lbs Payload Package	INC	Included
Wheels & Tires			
T7B	Tires: P235/75R17 BSW A/T (5)	INC	Included
64C	Wheels: 17" Gray Styled Steel	INC	Included
Seats & Seat Trim			
A	Vinyl 40/20/40 Front Seat	INC	Included

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference CT05208032 4/1/2013

Selected Options ContinuedPrepared By: Administrator
Dealership: HUB CITY FORD

Code	Description	Class	MSRP
Other Options			
126WB	126" Wheelbase	STD	N/C
STDRD	Radio: AM/FM Stereo/Clock	INC	Included
535	Trailer Tow Package <i>Auxiliary Transmission Oil Cooler; SelectShift Automatic Transmission; Upgraded Radiator. Required for towing over 5,000 lbs. Includes 7-pin wiring harness and class IV trailer hitch receiver.</i>	OPT	375.00
67T	Trailer Brake Controller	OPT	230.00
PAINT	Monotone Paint Application	STD	N/C
153	Front License Plate Bracket <i>Standard in states requiring 2 license plates, optional to all others.</i>	OPT	N/C
96W	Spray-In Bed Liner (Pre-Installed) <i>Custom Accessory.</i>	OPT	475.00
Interior Colors For : Primary w/XL (regs)			
AS	Steel Gray	OPT	N/C
Primary Colors For : Primary w/XL (regs)			
YZ	Oxford White	OPT	N/C

Vehicle Subtotal	\$26,385.00
Destination	\$995.00
Vehicle Subtotal (including Destination)	\$27,380.00

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.
Reference CT05208032 4/1/2013

Prepared For:

Prepared By:

Administrator
HUB CITY FORD
4060 SOUTH FERDON BLVD

CRESTVIEW, Florida, 32536
Phone: 850-398-6810



Dimensions & Capacities

2013 Ford F-150

4x2 Regular Cab Styleside 6.5' box 126" WB XL (F1C)

Description	Value
Dimensions and Capacities	
Output	360 hp @ 5,500 rpm
Torque	380 lb.-ft. @ 4,250 rpm
1st gear ratio	4.170
2nd gear ratio	2.340
3rd gear ratio	1.520
4th gear ratio	1.140
5th gear ratio	0.860
6th gear ratio	0.690
Reverse gear ratio	3.400
City/hwy	15 mpg/21 mpg
Curb weight	4,881 lbs.
GVWR	6,650 lbs.
Front	3,300 lbs.
Rear GAWR	3,500 lbs.
Payload	1,810 lbs.
Front curb weight	2,764 lbs.
Rear curb weight	2,117 lbs.
Front axle capacity	3,750 lbs.
Rear axle capacity	3,800 lbs.
Front spring rating	3,300 lbs.
Rear spring rating	3,500 lbs.
Front tire/wheel capacity	4,050 lbs.
Rear tire/wheel capacity	4,050 lbs.
Towing capacity	8,300 lbs.
5th-wheel towing capacity	8,300 lbs.
Front legroom	41.4 "
Front headroom	41.0 "
Front hiproom	60.5 "
Front shoulder room	65.9 "
Passenger area volume	64.8 cu.ft.
Length	213.2 "
Body width	79.2 "
Body height	74.8 "
Wheelbase	126.0 "
Front tread	67.0 "

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.
Reference CT05208032 4/1/2013

Dimensions & Capacities Continued

Prepared By:
Dealership:

Administrator
HUB CITY FORD

Description	Value
Dimensions and Capacities	
Rear tread	67.0 "
Turning radius	20.8 '
Fuel tank	26.0 gal.
Exterior cargo length	78.0 "
Exterior cargo minimum width	50.0 "
Exterior cargo volume	65.5 cu.ft.
Exterior cargo pickup box depth	22.4 "
Exterior cargo maximum width	65.2 "
Exterior cargo maximum width	interior maximum cargo volume

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference CT05208032 4/1/2013

Prepared For:

Prepared By:

Administrator
HUB CITY FORD
4060 SOUTH FERDON BLVD

CRESTVIEW, Florida, 32536
Phone: 850-398-6810



Warranty

2013 Ford F-150

4x2 Regular Cab Styleside 6.5' box 126" WB XL (F1C)

Description	Months/Distance
Basic	36 month/36,000 miles
Powertrain	60 month/60,000 miles
Corrosion Perforation	60 month/unlimited mileage
Roadside Assistance	60 month/60,000 miles

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.
Reference CT05208032 4/1/2013

Printed on May 01, 2013 at 20:24

Price Level: 340

QuoteID: <None>

Page 5

HUB City 

Phone: (800) 972-3673
Office: (850) 398-6810
Cell: (850) 393-4723
Fax: (850) 398-6827

TERRY GRAY
 ESCAMBIA COUNTY
 850-937-2123
 850-937-2129
 TWGRAY@MYESCAMBIA.COM

STATE TERM
CONTRACT # 071-000-13-1

Exterior Vehicle Color		Emergency Lighting		Driver side	Passenger side
Interior Vehicle Color		Color	Lights		
Seat Type		Color	Lenses		

[illegible]

All vehicles will be ordered **WHITE** unless agency chooses a different color.
Please return quote along with purchase order.

4060 South Ferdon Blvd., Crestview, FL 32536

Prepared For:

Prepared By:

Administrator
HUB CITY FORD
4060 SOUTH FERDON BLVD

CRESTVIEW, Florida, 32536
Phone: 850-398-6810



Selected Options

2013 Ford F-250

4x2 SD Crew Cab 8' box 172" WB SRW XL (W2A)

Vehicle Snapshot

Engine: 6.7L Power Stroke 4V Diesel V8 (B20)
Transmission: TorqShift 6-Speed Auto w/OD (6.7L)
Rear Axle Ratio: Electronic Locking w/3.31
GVWR: 10,000 lb Payload Package

Code	Description	Class	MSRP
W2A	Base Vehicle Price (W2A)	STD	33,670.00
Packages			
600A	Order Code 600A (996) Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel; (44P) Transmission: TorqShift 6-Speed Automatic O/D : Includes SelectShift.; (X37) 3.73 Axle Ratio; (STDGV) GVWR: 10,000 lb Payload Package; (TBK) Tires: LT245/75Rx17E BSW A/S (5); (64A) Wheels: 17" Argent Painted Steel : Includes painted hub covers/center ornaments.; (A) Heavy Duty Vinyl 40/20/40 Split Bench Seat : includes center armrest, cupholder and storage.; (587) Radio: AM/FM Stereo w/Digital Clock : Includes 2-speakers.	OPT	N/C
Powertrain			
99T	Engine: 6.7L Power Stroke 4V Diesel V8 (B20) Dual 78-AH 750 CCA Batteries; 37.5 Gallon Fuel Tank; (X31) 3.31 Axle Ratio. Torque: 800 ft.lbs. @ 1600 rpm.	OPT	8,095.00
44W	Transmission: TorqShift 6-Speed Auto w/OD (6.7L) Includes SelectShift.	OPT	N/C
X3H	Electronic Locking w/3.31 Axle Ratio	OPT	390.00
STDGV	GVWR: 10,000 lb Payload Package	INC	Included
Wheels & Tires			
TBM	Tires: LT245/75Rx17E BSW A/T (5)	OPT	125.00
64A	Wheels: 17" Argent Painted Steel Includes painted hub covers/center ornaments.	INC	Included
Seats & Seat Trim			
A	Heavy Duty Vinyl 40/20/40 Split Bench Seat	INC	Included

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference CT05208032 4/1/2013

Selected Options Continued

Prepared By: Administrator
Dealership: HUB CITY FORD

Code	Description	Class	MSRP
<i>Includes center armrest, cupholder and storage.</i>			
Other Options			
172WB	172" Wheelbase	STD	N/C
471	Camper Package <i>Rear Stabilizer Bar. Includes extra heavy service front springs (2 up upgrade above the spring computer selected as a consequence of options chosen. Not included if maximum springs have been computer selected as standard equipment), slide-in camper certification and rear auxiliary springs. NOTE: Salesperson's Source Book or Ford RV Trailer Towing Guide should be consulted for specific trailer towing or camper limits and corresponding required equipment, axle ratios and model availability.</i>	OPT	160.00
98R	Operator Commanded Regeneration (OCR)	OPT	250.00
67D	Extra Heavy-Duty 200-Amp Alternator	OPT	75.00
52B	Trailer Brake Controller <i>Compatible with select electric over hydraulic brakes.</i>	OPT	230.00
85S	Tough Bed Spray-In Bedliner <i>Includes tailgate-guard, black box bed tie-down hooks and black bed attachment bolts.</i>	OPT	475.00
PAINT	Monotone Paint Application	STD	N/C
66S	Upfitter Switches (4) <i>Located on instrument panel.</i>	OPT	125.00
587	Radio: AM/FM Stereo w/Digital Clock <i>Includes 2-speakers.</i>	INC	Included
Interior Colors For : Primary w/XL			
AS	Steel	OPT	N/C
Primary Colors For : Primary w/XL			
Z1	Oxford White	OPT	N/C
Vehicle Subtotal			\$43,595.00
Destination			\$995.00
Vehicle Subtotal (including Destination)			\$44,590.00

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference CT05208032 4/1/2013

Prepared For:

Prepared By:

Administrator
HUB CITY FORD
4060 SOUTH FERDON BLVD

CRESTVIEW, Florida, 32536
Phone: 850-398-6810



Dimensions & Capacities

2013 Ford F-250

4x2 SD Crew Cab 8' box 172" WB SRW XL (W2A)

Description Value

Dimensions and Capacities

Output	400 hp @ 2,800 rpm
Torque	800 lb.-ft. @ 1,600 rpm
1st gear ratio	3.974
2nd gear ratio	2.318
3rd gear ratio	1.516
4th gear ratio	1.149
5th gear ratio	0.858
6th gear ratio	0.674
Reverse gear ratio	3.128
Curb weight	7,365 lbs.
GVWR	10,000 lbs.
Front	5,550 lbs.
Rear GAWR	6,100 lbs.
Payload	2,800 lbs.
Front curb weight	4,319 lbs.
Rear curb weight	3,046 lbs.
Front axle capacity	5,250 lbs.
Rear axle capacity	6,200 lbs.
Front spring rating	5,550 lbs.
Rear spring rating	6,100 lbs.
Front tire/wheel capacity	6,390 lbs.
Rear tire/wheel capacity	6,390 lbs.
Towing capacity	14,000 lbs.
5th-wheel towing capacity	16,300 lbs.
Front legroom	41.1 "
Rear legroom	42.1 "
Front headroom	40.7 "
Rear headroom	40.8 "
Front hiproom	67.6 "
Rear hiproom	67.6 "
Front shoulder room	68.0 "
Rear shoulder room	68.0 "
Passenger area volume	133.5 cu.ft.
Length	263.0 "
Body width	79.9 "

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.
Reference CT05209032 4/1/2013

Dimensions & Capacities Continued

Prepared By:
Dealership:

Administrator
HUB CITY FORD

Description	Value
Dimensions and Capacities	
Body height	77.3 "
Wheelbase	172.0 "
Cab to axle	56.4 "
Front tread	68.3 "
Rear tread	67.2 "
Turning radius	29.2 '
Fuel tank	37.5 gal.
Exterior cargo length	98.0 "
Exterior cargo minimum width	50.9 "
Exterior cargo volume	77.3 cu.ft.
Exterior cargo pickup box depth	20.0 "
Exterior cargo maximum width	69.3 "
Interior cargo volume	58.6 cu.ft.
Interior maximum cargo volume	58.6 cu.ft.

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.
Reference CT05208032 4/1/2013

Prepared For:

Prepared By:

Administrator
HUB CITY FORD
4060 SOUTH FERDON BLVD

CRESTVIEW, Florida, 32536
Phone: 850-398-6810



Warranty

2013 Ford F-250

4x2 SD Crew Cab 8' box 172" WB SRW XL (W2A)

Description

Months/Distance

Basic	36 month/36,000 miles
Powertrain	60 month/60,000 miles
Corrosion Perforation	60 month/unlimited mileage
Roadside Assistance	60 month/60,000 miles
Diesel Engine	60 month/100,000 miles

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Printed on May 01, 2013 at 19:44

Price Level: 340

QuoteID: <None>

Page 5

The Hub City logo, featuring the words "HUB City" in a bold, stylized font, and the Ford logo, which is the word "Ford" in its signature script inside an oval.

Phone: (800) 972-3673
Office: (850) 398-6810
Cell: (850) 393-4723
Fax: (850) 398-6827

TERRY GRAY
ESCAMBIA COUNTY
850-937-2123
850-937-2129
TWGRAY@MYESCAMBIA.COM

STATE TERM
CONTRACT # 071-000-13-1

Exterior Vehicle Color		Emergency Lighting		Driver side	Passenger side
Interior Vehicle Color		Color	Lights		
Seat Type		Color	Lenses		

[illegible]

Joe Windrow
Fleet Sales Manager
850-398-6810 Office
850-393-4723 Cell
850-398-6827 FAX

All vehicles will be ordered **WHITE** unless agency chooses a different color.
Please return quote along with purchase order.

We Appreciate your interest in the 2012/2013 State of Florida Motor Vehicle Contract

4060 South Ferdon Blvd., Crestview, FL 32536

Prepared For:

Prepared By:

Administrator
HUB CITY FORD
4060 SOUTH FERDON BLVD

CRESTVIEW, Florida, 32536
Phone: 850-398-6810



Selected Options

2014 Ford Escape

4dr FWD S (U0F)

Vehicle Snapshot	
Engine:	Duratec 2.5L I-4
Transmission:	6-Speed Automatic w/SelectShift
Rear Axle Ratio:	3.51
GVWR:	4,620 lbs

Code	Description	Class	MSRP
U0F	Base Vehicle Price (U0F)	STD	22,700.00
Packages			
100A	Equipment Group 100A <i>(997) Engine: Duratec 2.5L I-4 ; includes active grille shutters.; (446) Transmission: 6-Speed Automatic w/SelectShift; (STDAX) 3.51 Axle Ratio; (STDGV) GVWR: 4,620 lbs; (TJL) Tires: P235/55R17 : Includes steel mini spare wheel with mini space-saver spare tire.; (64D) Wheels: 17" Steel Wheel w/Sparkle Silver Cover; (7) Cloth Buckets w/60/40 Split Rear Seat : Includes 6-way manual driver's seat.; (STD RD) Radio: AM/FM Single CD/MP3 : Includes 6 speakers, auxiliary audio input jack, automatic volume control and speed sensitive volume.</i>	OPT	N/C
Powertrain			
997	Engine: Duratec 2.5L I-4 <i>Includes active grille shutters. Torque: 170 ft.lbs. @ 4500 rpm.</i>	INC	Included
446	Transmission: 6-Speed Automatic w/SelectShift	INC	Included
STDAX	3.51 Axle Ratio	INC	Included
STDGV	GVWR: 4,620 lbs	INC	Included
Wheels & Tires			
TJL	Tires: P235/55R17 <i>Includes steel mini spare wheel with mini space-saver spare tire.</i>	INC	Included
64D	Wheels: 17" Steel Wheel w/Sparkle Silver Cover	INC	Included
Seats & Seat Trim			
7	Cloth Buckets w/60/40 Split Rear Seat <i>Includes 6-way manual driver's seat.</i>	INC	Included

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference CT06208032 4/1/2013

Selected Options Continued

Prepared By:
Dealership:

Administrator
HUB CITY FORD

Code	Description	Class	MSRP
Other Options			
PAINT	Monotone Paint Application	STD	N/C
106WB	106" Wheelbase	STD	N/C
STDRD	Radio: AM/FM Single CD/MP3 <i>includes 6 speakers, auxiliary audio input jack, automatic volume control and speed sensitive volume.</i>	INC	Included
Interior Colors For : Primary w/S			
7B	Charcoal Black	OPT	N/C
Primary Colors For : Primary w/S			
YZ	Oxford White	OPT	N/C
Vehicle Subtotal			\$22,700.00
Destination			\$895.00
Vehicle Subtotal (including Destination)			\$23,595.00

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Reference CT05208032 4/1/2013

Prepared For:

Prepared By:

Administrator
HUB CITY FORD
4060 SOUTH FERDON BLVD

CRESTVIEW, Florida, 32536
Phone: 850-398-6810



Dimensions & Capacities

2014 Ford Escape

4dr FWD S (U0F)
Value

Description

Dimensions and Capacities

Output	168 hp @ 6,000 rpm
Torque	170 lb.-ft. @ 4,500 rpm
1st gear ratio	4.580
2nd gear ratio	2.960
3rd gear ratio	1.910
4th gear ratio	1.440
5th gear ratio	1.000
6th gear ratio	0.740
Reverse gear ratio	2.940
City/hwy	22 mpg/31 mpg
Curb weight	3,515 lbs.
GVWR	4,620 lbs.
Towing capacity	1,500 lbs.
Front legroom	43.1 "
Rear legroom	36.8 "
Front headroom	39.9 "
Rear headroom	39.0 "
Front hiproom	54.8 "
Rear hiproom	52.4 "
Front shoulder room	56.0 "
Rear shoulder room	55.3 "
Passenger area volume	98.1 cu.ft.
Length	178.1 "
Body width	72.4 "
Body height	66.3 "
Wheelbase	105.9 "
Front tread	61.5 "
Rear tread	61.8 "
Turning radius	19.4 '
Fuel tank	15.1 gal.
Interior cargo volume	34.3 cu.ft.
Interior cargo volume seats folded	67.8 cu.ft.
Interior maximum cargo volume	67.8 cu.ft.

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Price Level: 416

QuoteID: <None>

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Prepared For:

Prepared By:

Administrator
HUB CITY FORD
4060 SOUTH FERDON BLVD

CRESTVIEW, Florida, 32536
Phone: 850-398-6810



Warranty

2014 Ford Escape

Description	4dr FWD S (U0F) Months/Distance
Basic	36 month/36,000 miles
Powertrain	60 month/60,000 miles
Corrosion Perforation	60 month/unlimited mileage
Roadside Assistance	60 month/60,000 miles

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.
Reference CT05208032 4/1/2013

The logo for Hub City Ford, featuring the words "Hub City" in a bold, sans-serif font, followed by the Ford logo (an oval containing the word "Ford" in script).

Phone: (800) 972-3673
Office: (850) 398-6810
Cell: (850) 393-4723
Fax: (850) 398-6827

Date:
5/2/2013

TERRY GRAY
ESCAMBIA COUNTY
850-937-2123
850-937-2129
TWGRAY@MYESCAMBIA.COM

STATE TERM
CONTRACT # 071-000-13-1

Exterior Vehicle Color		Emergency Lighting		Driver side	Passenger side
Interior Vehicle Color		Color	Lights		
Seat Type		Color	Lenses		

[illegible]

Joe Windrow
Fleet Sales Manager
850-398-6810 Office
850-398-4723 Cell
850-398-6827 FAX

All vehicles will be ordered **WHITE** unless agency chooses a different color.
Please return quote along with purchase order.

We Appreciate your interest in the 2012/2013 State of Florida Motor Vehicle Contract

4060 South Ferdon Blvd., Crestview, FL 32536

Prepared For:

Prepared By:

Administrator
HUB CITY FORD
4060 SOUTH FERDON BLVD

CRESTVIEW, Florida, 32536
Phone: 850-398-6810



Selected Options

2013 Ford F-150

4x4 SuperCrew Cab Styleside 5.5' box 145" WB XL (W1E)

Vehicle Snapshot

Engine: 5.0L V8 FFV
Transmission: Electronic 6-Speed Automatic
Rear Axle Ratio: Limited Slip w/3.55
GVWR: 7,350 lbs Payload Package

Code	Description	Class	MSRP
W1E	Base Vehicle Price (W1E)	STD	35,620.00
Packages			
100A	Equipment Group 100A Base (99F) Engine: 5.0L V8 FFV : Fuel economy for ethanol (E85): 10mpg city, 14mpg highway.; (446) Transmission: Electronic 6-Speed Automatic : Includes tow/haul mode.; (X19) 3.55 Axle Ratio; (STDGV) GVWR: 7,350 lbs Payload Package; (T7H) Tires: P265/70R17 OWL A/T (4) : Includes OWL A/T spare tire.; (64C) Wheels: 17" Gray Styled Steel; (A) Vinyl 40/20/40 Front Seat; (STD RD) Radio: AM/FM Stereo/Clock	OPT	N/C
Powertrain			
99F	Engine: 5.0L V8 FFV Fuel economy for ethanol (E85): 10mpg city, 14mpg highway. Torque: 380 ft.lbs. @ 4250 rpm.	INC	Included
446	Transmission: Electronic 6-Speed Automatic Includes tow/haul mode.	INC	Included
XH9	Limited Slip w/3.55 Axle Ratio	OPT	350.00
STDGV	GVWR: 7,350 lbs Payload Package	INC	Included
Wheels & Tires			
T7E	Tires: LT245/75R17E BSW A/T (5) (Fleet)	OPT	300.00
64C	Wheels: 17" Gray Styled Steel	INC	Included
Seats & Seat Trim			
A	Vinyl 40/20/40 Front Seat	INC	Included
Other Options			

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Selected Options Continued

Prepared By: Administrator
Dealership: HUB CITY FORD

Code	Description	Class	MSRP
145WB	145" Wheelbase	STD	N/C
STDRD	Radio: AM/FM Stereo/Clock	INC	Included
535	Trailer Tow Package <i>Auxiliary Transmission Oil Cooler; SelectShift Automatic Transmission; Upgraded Radiator. Required for towing over 5,000 lbs. Includes 7-pin wiring harness and class IV trailer hitch receiver.</i>	OPT	375.00
413	Skid Plates (Fleet)	OPT	160.00
67T	Trailer Brake Controller	OPT	230.00
PAINT	Monotone Paint Application	STD	N/C
18A	Black Platform Running Boards	OPT	250.00
153	Front License Plate Bracket <i>Standard in states requiring 2 license plates, optional to all others.</i>	OPT	N/C
96W	Spray-In Bed Liner (Pre-Installed) <i>Custom Accessory.</i>	OPT	475.00
Interior Colors For : Primary w/XL (supers)			
AS	Steel Gray	OPT	N/C
Primary Colors For : Primary w/XL (supers)			
YZ	Oxford White	OPT	N/C

Vehicle Subtotal	\$37,760.00
Destination	\$995.00
Vehicle Subtotal (including Destination)	\$38,755.00

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Reference CT05208032 4/1/2013

Prepared For:

Prepared By:

Administrator
HUB CITY FORD
4060 SOUTH FERDON BLVD

CRESTVIEW, Florida, 32536
Phone: 850-398-6810



Dimensions & Capacities

2013 Ford F-150

4x4 SuperCrew Cab Styleside 5.5' box 145" WB XL (W1E)

Description

Value

Dimensions and Capacities

Output	360 hp @ 5,500 rpm
Torque	380 lb.-ft. @ 4,250 rpm
1st gear ratio	4.170
2nd gear ratio	2.340
3rd gear ratio	1.520
4th gear ratio	1.140
5th gear ratio	0.860
6th gear ratio	0.690
Reverse gear ratio	3.400
City/hwy	14 mpg/19 mpg
Curb weight	5,767 lbs.
GVWR	7,350 lbs.
Front	3,900 lbs.
Rear GAWR	3,850 lbs.
Payload	1,700 lbs.
Front curb weight	3,252 lbs.
Rear curb weight	2,515 lbs.
Front axle capacity	4,050 lbs.
Rear axle capacity	4,100 lbs.
Front spring rating	3,900 lbs.
Rear spring rating	3,850 lbs.
Front tire/wheel capacity	4,050 lbs.
Rear tire/wheel capacity	4,050 lbs.
Towing capacity	7,700 lbs.
5th-wheel towing capacity	7,700 lbs.
Front legroom	41.4 "
Rear legroom	43.5 "
Front headroom	41.0 "
Rear headroom	40.3 "
Front hiproom	60.5 "
Rear hiproom	64.6 "
Front shoulder room	65.9 "
Rear shoulder room	65.5 "
Passenger area volume	130.9 cu.ft.
Length	231.8 "

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Reference CT05209032 4/1/2013

Dimensions & Capacities Continued

Prepared By:
Dealership:

Administrator
HUB CITY FORD

Description	Value
Dimensions and Capacities	
Body width	79.2 "
Body height	75.9 "
Wheelbase	145.0 "
Front tread	67.0 "
Rear tread	67.0 "
Turning radius	23.5 '
Fuel tank	36.0 gal.
Exterior cargo length	66.0 "
Exterior cargo minimum width	50.0 "
Exterior cargo volume	55.4 cu.ft.
Exterior cargo pickup box depth	22.4 "
Exterior cargo maximum width	65.2 "
Exterior cargo maximum width	interior cargo volume seats folded
57.6 cu.ft.	interior maximum cargo volume

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Reference CTO6208032 4/1/2013

Prepared For:

Prepared By:

Administrator
HUB CITY FORD
4060 SOUTH FERDON BLVD

CRESTVIEW, Florida, 32536
Phone: 850-398-6810



Warranty

2013 Ford F-150

4x4 SuperCrew Cab Styleside 5.5' box 145" WB XL (W1E)

Description

Months/Distance

Basic	36 month/36,000 miles
Powertrain	60 month/60,000 miles
Corrosion Perforation	60 month/unlimited mileage
Roadside Assistance	60 month/60,000 miles

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Reference CT05208032 4/1/2013

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Price Level: 340

QuoteID: <None>

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BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4427

County Administrator's Report 14. 23.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/10/2013

Issue: Contractual Services Agreement for Adult Post-Adjudicatory Drug Court Expansion Operations in Escambia County, Florida

From: Cathy White, Drug Court Manager

Organization: Court Administration

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Contractual Services Agreement for Adult Post-Adjudicatory Drug Court Expansion Operations in Escambia County, Florida - Catherine A. White, Drug Court Manager

That the Board take the following action concerning the Contractual Services Agreement for Adult Post-Adjudicatory Drug Court Expansion Operations in Escambia County, Florida:

A. Approve the Contractual Services Agreement for Adult Post-Adjudicatory Drug Court Expansion Operations in Escambia County, Florida. This Agreement is being submitted for approval as a continuation of the Drug Court Expansion Program, which was initially approved by the Board of County Commissioners (BCC) on November 4, 2010, and was executed by the Office of the State Courts Administrator on November 23, 2010. This Agreement will become effective July 1, 2013, and will terminate June 30, 2014. During this period, funding for the program is not to exceed \$365,000; and

B. Authorize the Chairman, as the County's representative, to sign the Agreement, amendments, and/or other related documents as may be required.

[The funds are made available through the Office of the State Courts Administrator for the period beginning July 1, 2013, and terminating June 30, 2014; there is no cost to the County]

BACKGROUND:

As a continuation of the Drug Court Expansion Program, the Florida Legislature has appropriated funds to ensure that the adult post-adjudicatory drug court (Expansion Program) in Escambia County continues and services remain available for non-violent felony adult offenders deemed eligible to participate in the existing Expansion Program. The First Judicial Circuit will continue to determine offender eligibility in accordance with state law and number of participants based on available resources.

The Expansion Program targets prison bound non-violent, third-degree felony offenders to be sentenced to post-adjudicatory drug courts. The Office of the State Courts Administrator (OSCA) will annually contract with the Grantee to provide fiscal services and ensure that

substance abuse treatment, drug testing, and ancillary services are provided for offenders entering the adult post-adjudicatory drug court expansion program (Expansion Program.)

BUDGETARY IMPACT:

The funds are made available through the Office of the State Courts Administrator for the period beginning July 1, 2013 and terminating June 30, 2014. There is no cost to the County

LEGAL CONSIDERATIONS/SIGN-OFF:

A copy of the agreement has been reviewed and approved by Kristin Hual, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires Board approval and authorization of all contracts exceeding \$50,000 to be signed by the Chairman.

IMPLEMENTATION/COORDINATION:

The Court Administrator's office will approve all invoices before payments are disbursed by the County.

Attachments

Escambia Drug Court Expansion Grant - OSCA\Contractual Services Agreement 2013-2014

CONTRACTUAL SERVICES AGREEMENT FOR ADULT POST-ADJUDICATORY DRUG COURT EXPANSION OPERATIONS IN ESCAMBIA COUNTY, FLORIDA

This Agreement is made between the Office of the State Courts Administrator (OSCA) and the Escambia County Board of County Commissioners (Contractor) for adult post-adjudicatory drug court expansion operations.

I. Purpose

The Florida Legislature has appropriated funds to ensure that the adult post-adjudicatory drug court (Expansion Program) in Escambia County continues and services remain available for non-violent felony adult offenders deemed eligible to participate in the existing Expansion Program. The First Judicial Circuit will continue to determine offender eligibility in accordance with state law and number of participants based on available resources.

II. Scope of Work

- A. The Contractor will provide or contract with service providers to provide licensed substance abuse treatment, drug testing, and ancillary services for adult offenders who would otherwise be incarcerated in state prison but are deemed eligible for the Expansion Program by the First Judicial Circuit pursuant to state law. Offenders in the Expansion Program shall be provided with all needed services identified, contingent upon those services being available in the community. Services may include outpatient and residential treatment for substance abuse and mental health disorders for the offender pursuant to an evidence-based assessment conducted by the treatment provider to determine the most appropriate treatment modality. Treatment services may also include, but are not limited to, costs for assessments, case management, operating expenses, and educational materials for staff. Ancillary services for offenders may include, but are not limited to, bus passes, transitional housing, educational materials and services, and employment assistance.
- B. The OSCA will reimburse the Contractor for the services provided exclusively to offenders in the Expansion Program in Escambia County in the First Judicial Circuit and only for services provided during the term of this Agreement.
- C. The Contractor will provide the OSCA with an annual budget, in a format deemed appropriate by the OSCA, for the provision of services to the Expansion Program in Escambia County in the First Judicial Circuit.
- D. The Contractor must follow state and local competitive procurement guidelines prior to entering or awarding contracts for any service provider. The Contractor shall use their own procurement procedures which reflect state and local laws and regulations.
- E. The Contractor will require all service providers to report the amount of participant fees or co-pays collected from clients with the total number of clients who have paid such fees or co-pays on a quarterly or monthly basis. This information will be provided to the First Judicial Circuit and the OSCA as requested.

- F. The Contractor shall submit monthly invoices to the OSCA as provided in Section V. of the Agreement.
- G. The Contractor must pay all service providers and other expenses prior to reporting those expenditures to the OSCA for reimbursement.
- H. The Contractor agrees to provide the OSCA with additional reports for auditing purposes as requested. Prior to submission to the OSCA, the Contractor agrees to submit the reports to the First Judicial Circuit's trial court administrator for review before submission to the OSCA.

III. Deliverables

The Contractor will provide one month of fiscal services for 12 months and ensure that substance abuse treatment, drug testing, and ancillary services are available and provided to offenders entering the Expansion Program in Escambia County as specified in Section II. Scope of Work.

IV. Compensation

- A. The OSCA will provide the Contractor with a total of \$365,000 as reimbursement for the services provided for the Expansion Program, contingent on a final budget approved by the OSCA and available funding appropriated by the Florida Legislature for the Expansion Program.
- B. All services funded under this Agreement must be specifically for offenders in the Expansion Program.
- C. Only those expenditures included in the approved budget referenced in Section IV. A. of this Agreement will be reimbursed. The Contractor shall not receive payments from the OSCA for services rendered prior to the execution date or after the termination of this Agreement.
- D. Costs incurred under this Agreement must not be allocated or included as a cost to any other financed program. Costs incurred under this Agreement must be necessary and reasonable for proper and efficient project administration and implementation and not a general expense to carry out the Contractor's existing responsibilities. Costs must be authorized by state or local laws and regulations that are in effect at the time the funds are awarded and must be treated consistently with policies, regulations, and procedures that apply uniformly to other Contractor activities.
- E. Any payment due under the terms of this Agreement may be withheld until the Contractor complies with the requirements of this Agreement, including submittal of all required documentation needed from the Contractor as provided in Section V. of the Agreement.
- F. Any changes needed to the approved budget must be submitted by the Contractor or the First Judicial Circuit to the OSCA and approved by the OSCA prior to expenditures being reported and reimbursed by the OSCA.
- G. Changes to the approved budget may be approved by the OSCA contract manager without requiring an amendment to this Agreement, with the exception of approved increases to the total contract amount specified in Section IV. A. of this Agreement.

Costs within 10% of the unit cost included in the approved budget will not require a budget amendment.

V. Method of Payment

- A. The Contractor must submit monthly invoices to the First Judicial Circuit's trial court administrator prior to submission to the OSCA. The circuit's trial court administrator or their designee shall review and sign each invoice prior to submission to the OSCA to certify that the costs are just, correct, and reasonable and contain no illegal item, similar to the obligation required of the trial court administrators under section 939.08, Florida Statutes.
- B. The Contractor shall submit monthly invoices to the OSCA by the 15th day of the following month for services provided and program expenditures paid by the Contractor for which reimbursement by the OSCA is requested. For example, an invoice for June services must be received by the OSCA by July 15.
- C. The invoice template included as Attachment A must be used and submitted to the OSCA in sufficient detail for proper pre-and post- audit purposes. All invoices must include the following documentation to support the indicated program expenditures: record of payment with payment date and check number; and a record of type of service or expense claimed to include an invoice with the number of units, cost per unit, total cost, and number of clients served, if applicable. Salaries and benefits claimed must include a payroll record with the number of hours paid, hourly rate, copies of all timesheets, and the number of clients served by each employee, if applicable.
- D. Payments to the Contractor will be made in accordance with the provisions of section 215.422, Florida Statutes.

VI. Contract Terms

- A. This Agreement shall be for a period beginning July 1, 2013 and become effective upon the full execution of this Agreement, on the date of the last signature.
- B. This Agreement will terminate on June 30, 2014, unless extended upon written approval by both parties.
- C. It is the intent of the OSCA to enter into an Agreement annually with the Contractor as funds are appropriated by the Florida Legislature to provide fiscal services and ensure that substance abuse treatment, drug testing, and ancillary services are available and provided to offenders entering the Expansion Program in Escambia County.
- D. The OSCA's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature, the availability of funds appropriated by the government, and final spending approval from the Chief Justice of the Florida Supreme Court.
- E. If the funds become unavailable, the Contractor will have no further obligation to continue performing under this Agreement.
- F. The parties to this Agreement are bound by the General Contract Conditions for Services of the Florida State Court System, which can be found at http://www.flcourts.org/courts/crtadmin/general_contract_conditions.shtml and are incorporated herein as if fully recited in this Agreement. To the extent that any of those

terms or conditions are in conflict with this Agreement, the terms and conditions of this Agreement shall prevail.

- G. The parties to this Agreement are bound by applicable state, local laws, codes, regulations, rules, and orders.

VII. Termination

- A. The OSCA may terminate this Agreement in the event funding becomes unavailable upon written notice to the Contractor.
- B. The OSCA may terminate the Agreement upon thirty (30) days written notice if the Contractor fails to abide by any of the terms or conditions of the Agreement or if the Contractor fails to maintain adequate progress, thus endangering performance of the Expansion Program.
- C. The Contractor shall have fifteen (15) days after receiving written notice of the OSCA's intent to terminate to cure the breach identified by the OSCA.
- D. The Agreement can be terminated for any reason by agreement of the parties. Any termination of this Agreement does not release any other party from any obligation or liability accrued or outstanding under this Agreement prior to termination, including without limitation any payment or performance obligations accruing prior to the time of termination.

VIII. Confidentiality and Non-Disclosure

- A. The Contractor acknowledges and agrees that certain confidential information may be obtained or created through their work with the OSCA under this Agreement.
- B. The Contractor agrees to take appropriate measures to protect the privacy of individuals and all confidential information obtained or created by the Contractor during the course of its performance under this Agreement.
- C. The Contractor agrees that all treatment records and information shall be subject to the confidentiality provisions of 42 U.S.C. § 290dd-2, (HIPPA) and Chapter 397 (Marchman Act).

IX. Work Product and Property

The OSCA may reproduce, without further compensation to the Contractor, any written materials generated as a result of the work performed under this Agreement by the Contractor.

X. Records

The Contractor shall retain and maintain in accordance with the Florida Rules of Judicial Administration, any and all documents, data, or other materials (Records) related to this Agreement for four (4) years after final payment has been made under this Agreement and all pending matters have been closed. If an audit, litigation, or other action involving the Records is started before the end of the four (4) year period, then the Contractor agrees to retain the Records until all issues arising out of the action are resolved or until

the end of the four (4) year period (Retention Period), whichever is later. Following such Retention Period, the Contractor may in its sole discretion continue to retain or dispose of the Records, provided that the Contractor shall make a good faith effort to dispose of the Records in a confidential manner.

XI. Notices

All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given (1) on the date served personally on the party to whom notice is to be given or (2) on the third day following mailing if mailed to the party to whom notice is to be given by first class, registered or certified mail, postage prepaid, and properly addressed to the party to whom notice is to be given. Any party may change its address for purposes of this section by giving the other party written notice of the new address in the manner set forth above. Notice shall be provided to:

County Technical:

Kristin D. Hual
Assistant County Attorney
Escambia County
Board of County Commissioners
221 Palafox Place, Suite 430
Pensacola, Florida 32502
Phone: (850) 595-4970
Fax: (850) 595-4979

OSCA Technical:

Jennifer Grandal
Senior Court Operations Consultant
Supreme Court Building
500 South Duval Street
Tallahassee, Florida 32399
Phone: (850) 922-5101
Fax: (850) 414-1505
E-mail: grandalj@flcourts.org

County Contractual:

Gene M. Valentino
Chairman
Escambia County
Board of County Commissioners
221 Palafox Place, Suite 400
Pensacola, Florida 32502
Phone: (850) 595-4902
Fax: (850) 595-4908

OSCA Contractual:

Rosemary Patterson
Chief, Office of Court Improvement
Supreme Court Building
500 South Duval Street
Tallahassee, Florida 32399
Phone: (850) 414-8869
Fax: (850) 414-1505
E-mail: pattersonr@flcourts.org

XII. Staff Training Costs

The OSCA is not responsible for any training costs incurred by the Contractor in the performance of this Agreement above and beyond the funding provided for in this Agreement. This does not apply to instances where the OSCA may authorize attendance at specific state or national training events which may be paid for by the OSCA.

XIII. Liability

- A. The Contractor shall assist the OSCA in the investigation of injury or damages either for or against the OSCA or the State of Florida pertaining to the OSCA's respective areas of responsibility or activities under this Agreement and shall contact the OSCA regarding the legal actions deemed appropriate to remedy such damage or claims.
- B. The Contractor is responsible for all personal injury and property damage attributable to its negligent or intentional acts or omissions, including civil rights violations, of its officers, employees, and agents thereof, including volunteers as permitted by Florida law.
- C. Nothing herein shall be construed as a waiver of sovereign immunity enjoyed by any party to this Agreement.

XIV. Insurance

- A. The Contractor shall be insured or self-assured for all liability claims and related expenses pursuant to the provisions of section 768.28, Florida Statute. The OSCA's interests, as they may appear, will be protected under the provisions of section 768.28, Florida Statute.
- B. The Contractor shall require proof that all service providers have adequate insurance to protect the OSCA, State of Florida, Sub-recipient, and Judicial Circuit from any claims arising under section 768.28, Florida Statute.

XV. Indemnification

- A. As permitted by Florida law, the Contractor shall be fully liable for all actions of its employees and agents and shall fully indemnify, defend, and hold harmless the OSCA and its officers, agents, and employees, from suits, actions, damages, and cost of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Contractor, their agents and employees.
- B. As permitted by Florida law, the Contractor shall be liable for all actions of the service providers and their officers, agents and employees that are contracted to provide services for the Expansion Program and shall fully indemnify, defend, and hold harmless the OSCA and its officers, agents, and employees, from suits, actions, damages, and cost of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the service providers, their agents and employees.
- C. The first ten dollars of the payment under Section IV.A. shall be the specific consideration for this indemnification clause.
- D. The Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the OSCA.

XVI. Dispute Resolution

Any dispute concerning performance of the Agreement shall be decided by the State Courts Administrator or the Deputy State Courts Administrator, with the approval of the

General Counsel, who shall reduce the decision to writing and serve a copy on the Contractor. The exclusive venue of any legal or equitable action that arises out of or relates to the Agreement shall be the appropriate state court in the county of contract execution; in any such action, Florida law shall apply and the parties waive any right to jury trial.

XVII. Default

- A. Waiver or breach of any provisions of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.
- B. The delay or failure by the OSCA to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of the OSCA's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

XVIII. Attachments and Exhibits to be Included as Part of this Agreement

Attachment A Invoice Template

XIX. Amendments

This Agreement and all attachments and exhibits herein attached and incorporated by reference may be amended only by written agreement signed by all parties. The Agreement contains all the terms and conditions agreed upon by the parties. The Agreement may only be modified or amended upon mutual written agreement of the OSCA and the Contractor.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS SET FORTH IN THIS AGREEMENT, THE PARTIES INTEND TO BE BOUND AND MUTUALLY AGREE TO THE TERMS OF THIS AGREEMENT.

OFFICE OF THE STATE COURT ADMINISTRATOR

Elisabeth H. Goodner Date
State Courts Administrator

CONTRACTOR
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY

**ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT**

Gene M. Valentino, Chairman Date
Escambia County Board of County Commissioners

BY: _____
DEPUTY CLERK

THIS AGREEMENT IS NOT VALID UNTIL SIGNED AND DATED BY ALL PARTIES

Approved as to form and legal
sufficiency.

By/Title: [Signature]
Date: 5/25/13

Attachment A

**Adult Post-Adjudicatory Drug Court Expansion Program
Project Expenditure Report
SUMMARY STATEMENT OF COSTS**

County:		Report #:	Period:
Contractor:			
Address:		Project Title: Florida Office of the State Courts Administrator Adult Post-Adjudicatory Drug Court Expansion Program	
Phone:			
Budget Category	Category Total	This report should only include contractor payments during the reporting period of July 1, 2013 - June 30, 2013.	
Salaries and Benefits	\$0.00		
Contractual Services	\$0.00	<input type="checkbox"/> Charge to Cash Advance	
Expenses	\$0.00	Advance Received: Previous Amount Applied to Advance: Current Amount Applied to Advance: Advance Balance:	
Operating Capital Outlay	\$0.00		
Administrative Costs	\$0.00		
Total Claim Amount	\$0.00		
I hereby certify that the above costs are true and valid costs incurred in accordance with the project agreement.			
Date:	Signed:		
Chief Financial Officer or Designated Representative			
_____ Print name of Chief Financial Officer or Designated Representative			
Date:	Signed:		
Trial Court Administrator or Designated Representative			
_____ Print name of Trial Court Administrator or Designated Representative			

SALARY & BENEFITS

Name of Employee:	Employee Title:	
Project Title: Florida Office of the State Courts Administrator Adult Post-Adjudicatory Drug Court Expansion Program		
Type of Work Performed on Project:		
Number of Clients Served:		
	Regular Pay	Overtime Pay
Total Hours Worked	0.0	
Hours Worked on Project	0.0	0.0
Gross Salary for Pay Period	\$0.00	
Gross Overtime Pay for Period		\$0.00
Charges To Project	\$0.00	\$0.00
Health Insurance	\$0.00	
Life Insurance	\$0.00	
Retirement	\$0.00	
FICA	\$0.00	
Others	\$0.00	
Others Description		
Total Benefits Paid this Period	\$0.00	\$0.00
Total Benefits Charged to Project	\$0.00	\$0.00
Total Charges to Project	\$0.00	\$0.00

DETAILS OF OTHER PERSONAL/CONTRACTUAL SERVICES (OPS)

County:	Contract #:	Report #:	Period:
Project Title: Florida Office of the State Courts Administrator Adult Post-Adjudicatory Drug Court Expansion Program			Phone#:
Vendor	Description of Services Provided (provide unit cost and number of clients served, if applicable)	Amount	
	Subtotal	\$0.00	

DETAILS OF EXPENSE

County:	Contract #:	Report #:	Period:
Project Title: Florida Office of the State Courts Administrator Adult Post-Adjudicatory Drug Court Expansion Program			Phone#:
Vendor	Description of Item	Amount	
	Subtotal	\$0.00	

OPERATING CAPITAL OUTLAY

County:	Contract #:	Report #:	Period:
Project Title: Florida Office of the State Courts Administrator Adult Post-Adjudicatory Drug Court Expansion Program			Phone#:
Vendor	Description of Property	Amount	
	Subtotal	\$0.00	

ADMINISTRATIVE COSTS

County:	Contract #:	Report #:	Period:
Project Title: Florida Office of the State Courts Administrator Adult Post-Adjudicatory Drug Court Expansion Program			Phone#:
Vendor	Description	Amount	
	Subtotal	\$0.00	
This column total appears on Summary Statement. Grand Total		\$0.00	



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4425

County Administrator's Report 14. 24.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/10/2013

Issue: Health Insurance

From: Thomas Turner, Department Director

Organization: Human Resources

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Renewal of the Health Insurance Coverage - Thomas G. Turner, Human Resources Department Director

That the Board take the following action regarding the County's Group Medical Insurance:

A. Approve the renewal of a three-year Pro-Share Contract from October 1, 2012, through September 30, 2015, with Blue Cross and Blue Shield of Florida, Inc.;

B. Approve a renewal of the health insurance coverage in the form of plans Blue Option 1352, Blue Option 1552, and Health Savings Account with Blue Cross and Blue Shield of Florida, Inc., at a four percent increase in premiums for the period October 1, 2013, through September 30, 2014;

C. Authorize the Interim County Administrator to sign the renewal of the 75 percent Pro-Share Contract covering the period from October 1, 2012, through September 30, 2015, with Blue Cross and Blue Shield of Florida, Inc., following review by the County Attorney's office; and

D. Authorize the Interim County Administrator to sign the Employer Application or other documents required to secure the renewal of health insurance coverage with Blue Cross and Blue Shield of Florida, Inc., following review by the County Attorney's office.

[Funding: The increase is 4% or approximately \$583,000. Funds are available in Fund 501, Internal Service Fund, Cost Center 150108, Object Code 54501]

BACKGROUND:

Escambia County pursuant to policy and labor agreements sponsors a group health plan for employees of the Board of County Commissioners and all other constitutional offices other than the Sheriff's department. If the County does not renew the Pro-Share agreement with Blue Cross and Blue Shield of Florida, Inc., the county would forfeit its ability to recoup the 75% share of premiums paid in excess of incurred claims and expenses. It is projected this total amount could amount to nearly one million dollars based on plan performance to date. The previous Pro-Share contract covering the three year period ending September 30, 2012 resulted in a rebate of \$2.6 million.

BUDGETARY IMPACT:

The increase is 4% or approximately \$583,000. Funds are available in Fund 501, Internal Service Fund, Cost Center 150108, Object Code 54501.

LEGAL CONSIDERATIONS/SIGN-OFF:

This is in accordance with Florida Statutes.

PERSONNEL:

None.

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Human Resources will work with purchasing and the Clerk's office to assure proper payment methodology is implemented. The Benefits Section will work with participating agencies to ensure implementation of the renewal occurs efficiently.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4357

County Administrator's Report 14. 25.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/10/2013

Issue: Cisco Network Admission Control Hardware Purchase

From: David Musselwhite, Department Director

Organization: Information Technology

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Purchase of Cisco Network Control Hardware from PC Specialists, Inc. - David Musselwhite, Information Technology Department Director

That the Board approve the purchase of the Cisco Network Admission Control Hardware from PC Specialist, Inc., d/b/a Technology Integration Group (TIG), in the amount of \$40,309.40, Florida State Contract Number 250-000-09-1, to authenticate, authorize, evaluate, and remediate wired, wireless, and remote users before they can access the network.

[The funds are available in the current Budget, General Fund, Fund 001, Cost Center 270103, Object Code 56401]

BACKGROUND:

The Information Technology Department is responsible for protecting the Escambia County Network which serves all the Board's departments and connects with the networks of other Constitutional and Judicial Offices. This purchase will replace the existing network admission control solution and will enhance the County's ability to insure that only authorized users and devices are connected to the secure network as well as provide easier Internet only access for citizens.

BUDGETARY IMPACT:

Funds are available in the General Fund, Fund 001, Cost Center 270103, Object Code 56401.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

Work to be accomplished by current staff.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval required by Ordinance 2001-60.

IMPLEMENTATION/COORDINATION:

The Information Technology Department will be responsible for the implementation and responsible for the coordination with other agencies/persons.

Attachments

TIG Quote 9321



TIG

Technology Integration Group

Phone: 850-439-0090

Fax: 850-439-0070

106 East Gregory St

Pensacola, FL 32502

Quote

No.: **9321**

Date: **5/6/2013**

Technology Integration Group®

formerly WAVEnet technologies, Inc.

Prepared for:

Scott MacDonald 850.595.4686

Escambia County, Board of County Commissioners

221 Palafox, Suite 140

Pensacola, FL 32502 U.S.A.

Prepared by: Nigel Los

Account No.: 543

Phone: (850) 595-4993

Quantity	Item ID	Description	UOM	Sell	Total
Florida State Contract: 250-000-09-1					
1	NAC3355-1500FB-K9	NAC APPL3355 SVR FAILOVER BDL MAX 1500U	EA	\$32,754.80	\$32,754.80
1	CON-SNT-NAC515MF	SMARTNET 8X5XNBD NAC3355-1500FB-K9	EA	\$0.00	\$0.00
Third Server Addition					
1	NACMGR-LTEFB-K9	NAC APPL3315 MGR FAILOVER BDL MAX 3 SVR	EA	\$7,554.60	\$7,554.60
1	CON-SNT-NACMLTFB	SMARTNET 8X5XNBD NACMGR-LTEFB-K9	EA	\$0.00	\$0.00

Your Price: **\$40,309.40**

Total: **\$40,309.40**

Prices are firm until 6/5/2013 Terms: Net 30

Quoted by: Nigel Los, nigel.los@tig.com

Date: 5/6/2013

Accepted by: _____

Date: _____

Disclaimer

A) Terms are Net 30 on Approved Credit, otherwise COD

B) Tax is not included. A 15% restocking fee applies to all returned merchandise, changed or cancelled

C) Installation of products will be scheduled based on availability of products

D) Expedite fees & and overnight shipping are not included, but are available



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4458

County Administrator's Report 14. 26.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/10/2013

Issue: Out-of-County Travel - Commissioner Grover C. Robinson, IV

From: George Touart, Interim County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Out-of-County Travel - George Touart, Interim County Administrator

That the Board authorize out-of-County travel for Commissioner Grover C. Robinson, IV, and Commissioner Gene M. Valentino to attend a dinner at the Florida Governor's Mansion on Thursday, June 13, 2013.

[Funding: Fund 001, General Fund, Cost Center 110101, Object Code 54001]

BACKGROUND:

Commissioner Grover C. Robinson, IV, and Commissioner Gene M. Valentino were invited by Governor Rick Scott to have dinner at the Florida Governor's Mansion on Thursday, June 13, 2013.

BUDGETARY IMPACT:

Travel expenses will be paid from the appropriate Cost Center and Object Code for out-of-County travel.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This request is in compliance with the Board's Policy on out-of-County Travel, Section I, Part C.4.

IMPLEMENTATION/COORDINATION:

The County Administrator's Office will prepare the necessary paperwork for the trip.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4349

County Administrator's Report 14. 1.

BCC Regular Meeting

Discussion

Meeting Date: 06/10/2013

Issue: Acquisition of Property Located at 10836 Lillian Highway from RL REGI Florida, LLC, for a Public Boat Ramp Facility

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acquisition of Property Located at 10836 Lillian Highway from RL REGI Florida, LLC, for a Public Boat Ramp Facility - Joy D. Blackmon, P.E., Public Works Department Director

That the Board either approve or deny by super majority vote:

A. The purchase of three contiguous parcels of real property (totaling approximately 40 acres) located at 10836 Lillian Highway for the higher of the two appraisals, at a value of \$1,235,000, from RL REGI Florida, LLC, for a Public Boat Ramp Facility, in accordance with the terms and conditions contained in the Agreement for Sale and Purchase of Property;

B. The Agreement for Sale and Purchase of Property for the acquisition of three contiguous parcels of real property located at 10836 Lillian Highway (totaling approximately 40 acres); and

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

The acquisition of this property is funded by the Florida Boating Improvement Program and Local Option Sales Tax (LOST). Current planned improvements at the Lillian Highway Ramp (RL REGI Florida, LLC, property) are being funded by National Resource Damage Assessment (NRDA); future further improvements to the Lillian Highway property will require Grant funding or future LOST funds.

RL REGI, Florida, LLC, owns three contiguous parcels of real property totaling approximately 40 acres located at 10836 Lillian Highway which has frontage on Perdido Bay. The owners listed the property for sale for \$1,900,000. Staff obtained an appraisal performed by G. Daniel Green & Associates, Inc., dated February 27, 2012, which valued the property at \$910,000. Pursuant to Board policy, when property is valued at more than \$250,000, two appraisals are required. Staff obtained another appraisal, performed by Brantley & Associates, dated May 1, 2012, which valued the property at \$1,235,000. The average of the two appraisals is \$1,072,500. The

owners were not amenable to accepting the average price of the two appraisals and countered with an offer of \$1,235,000. The owners indicated that they are firm on this price and are not amenable to accepting less.

Meeting in regular session on September 6, 2012, the Board approved the Recommendation to authorize staff to make an offer to RL REGI Florida, LLC, to purchase three contiguous parcels of real property (totaling approximately 40 acres), located at 10836 Lillian Highway for the appraised amount of \$1,235,000, which is the higher of the two appraisals obtained by staff.

The owners have agreed to sell the three contiguous parcels of real property for the appraised value of \$1,235,000, according to the terms and conditions contained in the Agreement for Sale and Purchase of Property. Board approval of the Agreement for Sale and Purchase of Property is required to complete this acquisition.

[Funding for this project is available in Funding Source: Fund 352, "LOST III", Cost Center 220102, NESD Capital Projects, Project 08NE0018, Boat Ramps]

BACKGROUND:

The acquisition of this property is funded by the Florida Boating Improvement Program and Local Option Sales Tax (LOST). Current planned improvements at the Lillian Highway Ramp (RL REGI Florida, LLC, property) are being funded by National Resource Damage Assessment (NRDA); future further improvements to the Lillian Highway property will require Grant funding or future LOST funds.

RL REGI, Florida, LLC, owns three contiguous parcels of real property totaling approximately 40 acres located at 10836 Lillian Highway which has frontage on Perdido Bay. The owners listed the property for sale for \$1,900,000. Staff obtained an appraisal performed by G. Daniel Green & Associates, Inc., dated February 27, 2012, which valued the property at \$910,000. Pursuant to Board policy, when property is valued at more than \$250,000, two appraisals are required. Staff obtained another appraisal, performed by Brantley & Associates dated May 1, 2012, which valued the property at \$1,235,000. The average of the two appraisals is \$1,072,500. The owners were not amenable to accepting the average price of the two appraisals and countered with an offer of \$1,235,000. The owners indicated that they are firm on this price and are not amenable to accepting less.

Meeting in regular session on September 6, 2012, the Board approved the Recommendation to authorize staff to make an offer to RL REGI Florida, LLC, to purchase three contiguous parcels of real property (totaling approximately 40 acres), located at 10836 Lillian Highway for the appraised amount of \$1,235,000, which is the higher of the two appraisals obtained by staff.

The owners have agreed to sell the three contiguous parcels of real property for the appraised value of \$1,235,000, according to the terms and conditions contained in the Agreement for Sale and Purchase of Property. Board approval of the Agreement for Sale and Purchase of Property is required to complete this acquisition.

BUDGETARY IMPACT:

Funding for this project is available in Funding Source: Fund 352, "LOST III", Cost Center 220102, NESD Capital Projects, Project 08NE0018, Boat Ramps.

LEGAL CONSIDERATIONS/SIGN-OFF:

The seller's attorney and title company will conduct the closing. The Agreement for Sale and Purchase was approved as to form and legal sufficiency by Stephen West, Assistant County Attorney, on May 2, 2013.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

These actions are consistent with the provisions of Section 46-139 of the Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon Board approval, staff will maintain compliance with Section 46-139 of the County Codes.

Attachments

Agreement for Sale and Purchase

BCC action - 9/6/12

Parcel 1

Parcel 2

Parcel 3

Green Appraisal

Brantley Appraisal

Aerial View Map

AGREEMENT FOR SALE AND PURCHASE OF PROPERTY

(Commercial Property)

SELLER: RL REGI FLORIDA, LLC

BUYER: ESCAMBIA COUNTY, FLORIDA, A POLITICAL
SUBDIVISION OF THE STATE OF FLORIDA ACTING BY
AND THROUGH ITS BOARD OF COUNTY
COMMISSIONERS

EFFECTIVE DATE: _____, 2013

PROPERTY TYPE: ☐ Multi-Family
☐ Retail
☐ Industrial
☐ Hospitality / Hotel / Resort
☒ Raw or Partially Developed Land
☐ Other: _____

PROPERTY ADDRESS: Approximately 33.8 acres located in Escambia County, Florida
more particularly described on the attached **Exhibit A**

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EXHIBITS [CHECK AS APPROPRIATE]

- | | | |
|-------------------------------------|---|-------------------------------------|
| <input checked="" type="checkbox"/> | A | LEGAL DESCRIPTION |
| <input checked="" type="checkbox"/> | B | NOTICE OF TERMINATION |
| <input checked="" type="checkbox"/> | C | DEED |
| <input checked="" type="checkbox"/> | D | AFFIDAVIT |
| <input type="checkbox"/> | E | BILL OF SALE |
| <input type="checkbox"/> | F | ASSIGNMENT AND ASSUMPTION AGREEMENT |
| <input type="checkbox"/> | G | NOTICE TO TENANT |
| <input type="checkbox"/> | H | NOTICE TO SERVICE CONTRACTOR |

SCHEDULES

1. ADDITIONAL DEFINITIONS
2. PROPERTY SPECIFIC PROVISIONS
3. STATE SPECIFIC PROVISIONS
4. BUYER'S INSURANCE GUIDELINES

AGREEMENT FOR SALE AND PURCHASE OF PROPERTY

RL REGI FLORIDA, LLC, a Florida limited liability company ("**Seller**"), and ESCAMBA COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA ACTING BY AND THROUGH ITS BOARD OF COUNTY COMMISSIONERS ("**Buyer**"), hereby agree as of the Effective Date that Seller shall sell to Buyer and Buyer shall purchase from Seller, upon the following terms and conditions and for the price herein set forth, the Property, as such term is defined in **Article I** of this Agreement.

ARTICLE I DEFINED TERMS

1.1 Certain Definitions. As used herein, the following terms shall have the following meanings:

(a) "**Closing Date**" shall mean [check appropriate box]:

[] 2:00 P.M. Eastern time on the _____ day of _____, 201__; or

[X] the 30th day after the Feasibility Date.

(b) Intentionally Omitted.

(c) "**Disclosed Seller Broker**": N/A

(d) "**Disclosed Buyer Broker**": N/A

(e) "**Escrow Agent**" shall mean [check appropriate box]:

[] _____, having an address of _____;
Attention: _____, Telephone Number _____, Facsimile Number _____, E-
mail Address: _____; or

[X] the Title Company identified below.

(f) "**Feasibility Date**" shall mean 5:00 p.m. Eastern time on [check appropriate box]:

[] the _____ day of _____, 201__; or

[X] the 30th day after the Effective Date.

(g) "**Purchase Price**" shall mean \$1,235,000.00.

(h) "**Title Company**" shall mean North American National Title Solutions, with its office located at 700 NW 107 Avenue, Suite 300, Miami, FL 33172; Contact Person – Irma Reyes; Telephone Number (305) 229-6500 ext. 6011; Facsimile Number (877) 678-2057; Email Address: ireyes@nants.com.

1.2 Other Defined Terms. Other capitalized terms contained in this Agreement shall have the meanings assigned to them herein, including as set forth in **Schedule 1** attached hereto.

ARTICLE II CONDITION OF PROPERTY

2.1 Information Regarding Property. Seller has provided and may in the future provide to Buyer and/or Buyer's agents and consultants documents and information pertaining to the Property. All of such information and documentation is provided simply as an accommodation to Buyer, and Seller makes no representations as to their accuracy or completeness. Buyer understands that some of the foregoing documents were provided by others to Seller and were not prepared by or verified by Seller. In no event shall Seller be obligated to deliver or make available to Buyer any of Seller's internal memoranda, attorney-client privileged materials or appraisals of the Property, if any.

2.2 Due Diligence and Right to Cancel. Buyer's obligations hereunder are expressly subject to Buyer's approval of the Property in all respects, including, but not limited to, economic feasibility, financing, zoning, the local government comprehensive plan, redevelopment potential, structural components of any improvements, governmental restrictions and requirements, availability of utilities, concurrency issues, physical condition, subsoil conditions, environmental matters, and such other matters as may be of concern to Buyer. Buyer shall have until the Feasibility Date in which to determine whether the Property is acceptable to Buyer, in its sole discretion, in all respects. If Buyer finds the Property to be unacceptable and elects not to proceed with the transaction contemplated hereby, Buyer shall, on or before the Feasibility Date, give written notice of termination to Seller in the form attached hereto as **Exhibit B** (the "**Termination Notice**"), signed by Buyer. Concurrently with such Termination Notice, Buyer shall deliver to Seller originals or copies of all Due Diligence Reports. Conditioned upon Seller's timely receipt of the Termination Notice and originals or copies of the Due Diligence Reports, neither party shall have any further rights or obligations hereunder, except, however, that Buyer shall remain obligated with respect to the obligations herein which specifically survive termination. If Buyer does not timely deliver the Termination Notice and originals or copies of the Due Diligence Reports prior to or on the Feasibility Date, this Agreement shall remain in full force and effect.

2.3 Access. Until the Feasibility Date (and thereafter if this Agreement is not terminated), Buyer and Buyer's agents and Outside Contractors shall be entitled to enter upon the Property at all reasonable times established by Seller, but only for the purpose of conducting tests and making site inspections and investigations. In doing so, however, Buyer agrees not to cause any damage or make any physical changes to the Property or interfere with the rights of Tenants or others who may have a legal right to use or occupy the Property. Seller or its representative shall have the right to be present to observe any testing or other inspection performed on the Property (and Buyer shall provide Seller with reasonable advance notice of all testing and inspections to be performed on the Property). Under no circumstances shall the right of entry granted herein be interpreted as delivery of possession of the Property prior to Closing.

(a) Seller acknowledges that Buyer is self-insured and does not maintain separate commercial general liability insurance.

(b) Buyer's agents and Outside Contractors (which shall not include agencies, departments, divisions or employees of Buyer) shall maintain at all times during their entry upon the Property, insurance in accordance with Buyer's insurance guidelines set forth in **Schedule 4** attached hereto. Each policy of insurance shall name Seller as an additional insured party, with such coverage being primary whether or not the Seller holds other policies of insurance. Buyer's agents and/or Outside Contractors shall deliver a certificate issued by the insurance carrier of each such policy to Seller prior to entry upon the Property.

2.4 Restoration and Other Obligations. Buyer, as a political subdivision of the State of Florida as defined in Section 768.28, Florida Statutes, acknowledges that it shall be responsible for its negligent or wrongful acts or omissions, and those of its officials, employees, and agents, and that it shall promptly reimburse Seller for its damages, liabilities, claims, or losses to the extent that these are caused by its negligent or wrongful acts or omissions arising out of or related to Buyer's inspection, examination and inquiry of or on the Property. However, nothing in this Agreement shall be construed as a waiver of Buyer's sovereign immunity as defined in Section 768.28, Florida Statutes. The provisions of this Section shall survive the Closing or termination of this Agreement.

2.5 Buyer's Obligations with Respect to Inspections. If Buyer or its agents, employees or Outside Contractors take any sample from the Property in connection with any testing, Buyer shall, upon the request of Seller, provide to Seller a portion of such sample being tested to allow Seller, if it so chooses, to perform its own testing. Buyer shall restore the Property to its original condition promptly after Buyer's independent factual, physical and legal examinations and inquiries of the Property, but in no event later than ten (10) days after the damage occurs. Buyer shall promptly pay for all inspections upon the rendering of statements therefor. Buyer shall not suffer or permit the filing of any liens against the Property and if any such liens are filed, Buyer shall promptly cause them to be released or otherwise eliminated from being a lien upon the Property. In the event the transaction contemplated by this Agreement is not closed for any reason whatsoever, Buyer shall (a) deliver all of the Due Diligence Reports to Seller at no cost to Seller; and (b) remain obligated with respect to the other obligations contained in this Agreement. The provisions of this Section shall survive the Closing or termination of this Agreement.

2.6 Condition of the Property. If this Agreement is not terminated pursuant to **Section 2.2** above, Buyer shall be deemed to have acknowledged that Seller has provided Buyer sufficient opportunity to make such independent factual, physical and legal examinations and inquiries as Buyer deems necessary and desirable with respect to the Property and the transaction contemplated by this Agreement and that Buyer has approved the Property in all respects. The following provisions shall thereupon be applicable and shall survive the Closing or termination of this Agreement:

(a) Buyer does hereby acknowledge, represent, warrant and agree to and with Seller that, except as otherwise expressly provided in this Agreement: (i) Buyer is expressly purchasing

the Property in its existing condition "**AS IS, WHERE IS, AND WITH ALL FAULTS**" with respect to all facts, circumstances, conditions and defects; (ii) Seller has no obligation to inspect for, repair or correct any such facts, circumstances, conditions or defects or to compensate Buyer for same; (iii) Seller has specifically bargained for the assumption by Buyer of all responsibility to inspect and investigate the Property and of all risk of adverse conditions and has structured the Purchase Price and other terms of this Agreement in consideration thereof; (iv) Buyer has undertaken all such inspections and investigations of the Property as Buyer deems necessary or appropriate under the circumstances as to the condition of the Property and the suitability of the Property for Buyer's intended use, and based upon same, Buyer is and will be relying strictly and solely upon such inspections and examinations and the advice and counsel of its own consultants, agents, legal counsel and officers and Buyer is and will be fully satisfied that the Purchase Price is fair and adequate consideration for the Property; (v) Seller is not making and has not made any warranty or representation with respect to any materials or other data provided by Seller to Buyer (whether prepared by or for the Seller or others) or the education, skills, competence or diligence of the preparers thereof or the physical condition or any other aspect of all or any part of the Property as an inducement to Buyer to enter into this Agreement and thereafter to purchase the Property or for any other purpose; and (vi) by reason of all the foregoing, Buyer assumes the full risk of any loss or damage occasioned by any fact, circumstance, condition or defect pertaining to the Property. Without limiting the generality of any of the foregoing, Buyer specifically acknowledges that Seller does not represent or in any way warrant the accuracy of any marketing information or pamphlets listing or describing the Property or the information, if any, provided by Seller to Buyer; and

(b) SELLER HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND OR NATURE WHATSOEVER (INCLUDING WARRANTIES OF HABITABILITY AND FITNESS FOR PARTICULAR PURPOSES), WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO WARRANTIES WITH RESPECT TO: THE PROPERTY OR ITS CONSTRUCTION; DEFECTS CAUSED BY ACTS OF THE ORIGINAL SELLER, DEVELOPER, OR BUILDER OF THE PROPERTY, OR ANY SUPPLIER, CONTRACTOR, SUBCONTRACTOR, OR MATERIALMAN; DEFECTS PERTAINING TO STRUCTURAL ELEMENTS, SYSTEMS, EQUIPMENT, APPLIANCES, UTILITIES, OR FIXTURES RELATED TO THE PROPERTY; TAX LIABILITIES; ZONING; LAND VALUE; AVAILABILITY OF ACCESS OR UTILITIES; INGRESS OR EGRESS; GOVERNMENTAL APPROVALS; OR THE SOIL CONDITIONS OF THE REAL PROPERTY, REGARDLESS OF WHETHER SUCH CONDITIONS CURRENTLY EXIST OR EMERGE OVER TIME. BUYER FURTHER ACKNOWLEDGES THAT BUYER IS BUYING THE PROPERTY "**AS IS**" AND IN ITS PRESENT CONDITION AND THAT EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, BUYER IS NOT RELYING UPON ANY REPRESENTATION OF ANY KIND OR NATURE MADE BY SELLER, OR ANY OF ITS EMPLOYEES OR AGENTS OR SELLER GROUP WITH RESPECT TO THE LAND OR PROPERTY, AND THAT, IN FACT, NO SUCH REPRESENTATIONS WERE MADE EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT; and

(c) FURTHER AND WITHOUT IN ANY WAY LIMITING ANY OTHER PROVISION OF THIS AGREEMENT, SELLER MAKES NO WARRANTY WITH RESPECT TO THE PRESENCE ON OR BENEATH THE REAL PROPERTY (OR ANY PARCEL IN

PROXIMITY THERETO) OF HAZARDOUS MATERIALS. BY ACCEPTANCE OF THIS AGREEMENT AND THE DEED, BUYER ACKNOWLEDGES THAT BUYER'S OPPORTUNITY FOR INSPECTION AND INVESTIGATION OF SUCH REAL PROPERTY (AND OTHER PARCELS IN PROXIMITY THERETO) HAS BEEN ADEQUATE TO ENABLE BUYER TO MAKE BUYER'S OWN DETERMINATION WITH RESPECT TO THE PRESENCE ON OR BENEATH THE REAL PROPERTY (AND OTHER PARCELS IN PROXIMITY THERETO) OF SUCH HAZARDOUS MATERIALS. FURTHERMORE, BUYER'S CLOSING HEREUNDER SHALL BE DEEMED TO CONSTITUTE AN EXPRESS WAIVER OF BUYER'S AND ITS SUCCESSORS' AND ASSIGNS' RIGHTS TO SUE ANY OF THE SELLER GROUP AND OF BUYER'S RIGHT TO CAUSE ANY OF THE SELLER GROUP TO BE JOINED IN AN ACTION BROUGHT UNDER ANY FEDERAL, STATE OR LOCAL LAW, RULE, ACT, OR REGULATION NOW EXISTING OR HEREAFTER ENACTED OR AMENDED WHICH PROHIBITS OR REGULATES THE USE, HANDLING, STORAGE, TRANSPORTATION OR DISPOSAL OF HAZARDOUS MATERIALS OR WHICH REQUIRES REMOVAL OR REMEDIAL ACTION WITH RESPECT TO SUCH HAZARDOUS MATERIALS, SPECIFICALLY INCLUDING BUT NOT LIMITED TO FEDERAL "CERCLA", "RCRA", AND "SARA" ACTS.

2.7 Maintenance of Property. Except as Buyer may otherwise consent in writing, until the Closing Date, unless this Agreement is sooner terminated, Seller shall: (i) carry on the business of the Property in the ordinary course and in a manner consistent with Seller's prior practices (including enter into new Leases or renewals or amendments of existing Leases); (ii) maintain the Property in its present condition and repair, ordinary wear and tear excepted and subject to the terms of **Section 12.2** hereof; (iii) maintain the existing insurance policies (if any) for the Property (and any replacements thereof) in full force and effect; (iv) not sell, transfer, encumber, mortgage or place any lien upon the Property or in any way create or consent to the creation of any title condition affecting the Property; and (v) not enter into any new Service Contracts unless they are cancelable upon thirty (30) days or less notice.

ARTICLE III

PURCHASE PRICE AND TERMS OF PAYMENT; CLOSING ADJUSTMENTS

3.1 Purchase Price. The total Purchase Price shall be the Purchase Price set forth in **Section 1.1** of this Agreement.

3.2 Deposit. No deposit is required for this transaction.

3.3 Payment of Purchase Price. The Purchase Price, subject to the prorations and adjustments set forth in this Agreement, shall be paid (i) by Buyer to Seller by wire transfer to Title Company's account at the time of Closing, and (ii) by the Title Company to Seller by wire transfer to Seller's account immediately upon Closing. Neither Seller nor any entity related to Seller in any way or for which Seller acts as a conduit for financing has any obligation to finance Buyer's purchase of the Property. Wired funds must be received in the Title Company's account prior to noon Eastern time on the Closing Date.

3.4 Closing Adjustments and Prorations. Except as otherwise provided in this Section, all adjustments and prorations to the Purchase Price payable at Closing shall be computed as of the Prorations Date. Such adjustments and prorations shall include the following:

(a) Revenues and Expenses. Seller shall be entitled to receive all revenues and shall be charged with all expenses relating to the ownership and operation of the Property through the Prorations Date, and to the extent any revenues for the month of Closing are not collected prior to the Prorations Date, Seller shall be entitled to a credit for same at Closing. All revenues and expenses shall be prorated as of the Prorations Date. With respect to any delinquent rents or other delinquent revenue, Buyer shall use diligent and good faith efforts to collect the same after the Closing. All such collections of delinquent rents or other revenues in excess of the credit to Seller at Closing shall be remitted by Buyer to Seller promptly after receipt, but in any event not later than ten days after receipt. The foregoing shall not, however, prohibit or restrict Seller from attempting to collect in any lawful manner after the Closing any such delinquent rent or other delinquent revenue directly from the Tenant or other party owing such amounts. In any event the first monies collected from Tenants or other parties shall be applied to the rents and other revenues delinquent as of the Closing Date until the delinquency has been cured and such collections shall be remitted to Seller in accordance with the provisions hereof. The provisions of this Section shall survive Closing.

(b) Lease Prepayments and Security Deposits. Buyer shall receive credits against the Purchase Price at Closing for any unforfeited Security Deposits and any other money, together with any earned interest, in Seller's actual possession for the account of Tenants, including, all rental, utility, key, damage, and other deposits, and any prepaid rents paid to Seller by the Tenants; provided, however, that – at Seller's option – in the event that the Security Deposits are in a segregated account, Seller may transfer the account to Buyer in lieu of prorating such Security Deposits. Because Seller may have obtained title via foreclosure or deed in lieu of foreclosure (or from a lender which have obtained title via foreclosure or deed in lieu of foreclosure), Seller may not have obtained (or obtained credit for) Security Deposits as described in any Leases of the Property. In such event, Buyer will not obtain a credit for such Security Deposits against the Purchase Price.

(c) Taxes and Assessments: Pending and Certified Liens. Taxes and assessments for the year of Closing shall be prorated as of the Prorations Date based upon the amount of such taxes for the year of Closing, if the amount of such taxes is known at the time of Closing; if such amount cannot be then ascertained, proration shall be based upon the amount of the taxes, with the maximum discount allowed by law, if any, for the preceding year. If any tax proration shall be based upon the amount of taxes for the year preceding the year of Closing, such taxes shall not be reprorated after the tax bills for the year of Closing are received.

(i) The parties acknowledge and agree that Buyer, as a political subdivision of the State of Florida, is exempt from the payment of real estate taxes and assessments. In accordance with the provisions of Section 196.295, Florida Statutes, at Closing Seller shall place in escrow with the Escambia County Tax Collector an amount equal to the ad valorem taxes due for the year of Closing prorated as of the Prorations Date. Such amount shall be used to pay any ad valorem taxes due for the year of Closing and the remainder of the taxes which would

otherwise have been due for the year of Closing shall stand canceled in accordance with the provisions of Section 196.295, Florida Statutes.

(ii) Other assessments not included on the regular property tax bills, license fees for transferred licenses, and state or municipal fees and taxes for the Property for the applicable fiscal period during which Closing takes place shall be adjusted as of the Prorations Date on the basis of the most recent ascertainable assessments and rates, and shall be re-prorated as necessary pursuant to **subparagraph (f)** below.

(d) Utility Charges. Electric, water, sewer, gas, fuel, waste collection and removal and other utility and operating expenses relating to the Property shall be prorated as of the Prorations Date. It shall be assumed that the utility charges were incurred uniformly during the billing period in which the Closing occurs. If bills for the applicable period are unavailable, the amounts of such charges will be estimated based upon the latest known bills. Notwithstanding the foregoing, to the extent possible: (i) Seller and Buyer shall request the utility companies to read the meters as of the Prorations Date; (ii) Seller shall be responsible for all such utility charges incurred through the Prorations Date; (iii) Buyer shall make application to the various companies for the continuation of such services and the establishment of the required accounts in the name of Buyer effective from and after the Prorations Date; (iv) all prepaid deposits for utilities shall be refunded to Seller at or promptly after the time of Closing by the utility companies; and (v) it shall be Buyer's responsibility to make any utility deposits required for the continuation of such services from and after the Prorations Date; provided, however, that if any utility company keeps Seller's deposit (and transfers said deposit to Buyer), Seller shall receive a credit in the amount of the utility deposit at Closing.

(e) Other Prorations. In addition to the previously stated adjustments and prorations at Closing the parties shall also make such adjustments and prorations to the Purchase Price as are customary and usual in transactions similar to the transaction contemplated by this Agreement.

(f) Reproration and Post-Closing Adjustments. In the event that any adjustments or prorations (other than real estate taxes) cannot be apportioned or adjusted at Closing by reason of the fact that final or liquidated amounts have not been ascertained, or are not available as of such date, the parties hereto agree to apportion or adjust such items on the basis of their best estimates of the amounts at Closing and to re-prorate any and all of such amounts promptly when the final or liquidated amounts are ascertained. In the event of any omission or mathematical error on the closing statement, or if the prorations, apportionments and computations shall prove to be incorrect for any reason, the same shall be promptly adjusted when determined and the appropriate party paid any monies owed. This provision shall survive the Closing.

3.5 Costs and Expenses. Buyer shall pay all settlement/closing fees (not to exceed \$595.00), all costs of recording, the title insurance premium for any title insurance policy and endorsements requested or required by Buyer, the costs of any survey or survey update obtained by Buyer, the cost of obtaining the Title Commitment, and the costs of all lien searches and other due diligence expenses in connection with the issuance of a title insurance policy. Seller shall pay for all documentary stamp, transfer and similar taxes in connection with the recording of the

Deed. Attorneys' fees, consulting fees, and other due diligence expenses shall be borne by the party incurring such expense. The provisions of this Section shall survive the Closing.

ARTICLE IV TITLE

4.1 Evidence of and Encumbrances upon Title. [X] Buyer [] Seller [check appropriate box] shall order a Title Commitment within five (5) Business Days of the Effective Date, and upon receipt thereof shall promptly deliver a copy of the Title Commitment to the other party. The Title Commitment shall be the basis upon which Buyer reviews the status of title to the Real Property. Buyer may deliver to Seller written objections to exceptions contained in the Title Commitment on or before the fifth (5th) Business Day prior to the Feasibility Date; provided, however, the following shall be deemed "**Acceptable Encumbrances**" and Buyer shall not have the right to object to Acceptable Encumbrances:

- (a) Real property taxes and assessments for the year in which the sale and purchase shall be closed, which shall be prorated as provided for herein;
- (b) The standard printed exceptions contained in owner's title insurance policies;
- (c) Zoning and other regulatory laws and ordinances affecting the Property;
- (d) Conditions, easements and restrictions of record;
- (e) Any other matters of record that do not render title unmarketable; and
- (f) Any matters that are approved in writing by Buyer or deemed approved by Buyer in accordance with this Agreement or that are caused or permitted by Buyer.

If Buyer timely delivers a written objection (a "**Title Objection**") to any item (other than an Acceptable Encumbrance), then Seller shall have the right - but not the obligation - to use commercially reasonable diligence to remove, discharge or correct such liens, encumbrances or objections and shall have a period of sixty (60) days after receipt of the Title Objection (the "**Title Cure Period**") in which to do so (and if necessary the Closing Date shall be extended accordingly). Seller shall not in any event be obligated to pay any sums of money or to litigate any matter in order to remove, discharge or correct any lien, encumbrance or objection. If Seller shall be unwilling or unable to remove, discharge or correct such other liens, encumbrances or objections within such Title Cure Period, then Buyer may, at its option, no later than fifteen (15) days after Seller notifies Buyer of Seller's unwillingness or inability, either terminate this Agreement by delivering written notice of such election to Seller, or accept title in its then existing condition without reduction of the Purchase Price. If Buyer shall elect to terminate this Agreement pursuant to this Section, Buyer shall execute the Termination Notice and shall deliver the executed Termination Notice and the Due Diligence Reports to Seller, this Agreement shall terminate, and thereafter neither Seller nor Buyer shall have any further rights or obligations hereunder, except that Buyer shall remain obligated with respect to the obligations of this Agreement which specifically survive termination. If (i) Buyer fails timely to give written notice of any Title Objection to Seller, or (ii) Buyer fails to give the Termination Notice within fifteen

(15) days after Seller notifies Buyer of Seller's unwillingness or inability to cure any Title Objection (if applicable), all matters reflected on the Title Commitment shall be deemed to be Acceptable Encumbrances.

4.2 Survey. Prior to the Feasibility Date, Buyer may cause a survey of the Real Property to be prepared or updated at Buyer's sole cost and expense, and have a copy of same delivered to Seller. Any such survey shall conform to ALTA requirements and be certified to Buyer, Seller and the Title Company. If any encroachments or other matters not acceptable to Buyer are shown, Buyer may give written notice of objection to Seller within the same time frame for providing Title Objections, in which case any such encroachment or other matter shall be treated in the same manner as a title defect pursuant to **Section 4.1** above. If, however, Buyer fails to obtain a survey or update or if Buyer obtains a survey or update but fails timely to give written notice of objection, all encroachments and other matters of survey shall be deemed approved by Buyer and shall constitute Acceptable Encumbrances.

4.3 Updated Title Commitment. On or before the Closing Date, Buyer and/or Seller may cause the Title Company to update the Title Commitment. If the updated Title Commitment contains exceptions that do not constitute Acceptable Encumbrances, Buyer may deliver written objection thereto prior to Closing. If Buyer timely and properly files written objection to any such other item, then same shall be treated in the same manner as a title defect pursuant to **Section 4.1** above. If the updated Title Commitment contains no exceptions other than those reflected on the Title Commitment and other Acceptable Encumbrances, or if Buyer fails to give written notice of objection to Seller prior to Closing, all matters reflected on the updated Title Commitment shall be deemed Acceptable Encumbrances, this Agreement shall remain in full force and effect and Buyer shall be obligated to complete the transaction as required by this Agreement.

ARTICLE V ESCROW AND CLOSING

5.1 Escrow Instructions. Upon execution of this Agreement, the parties hereto shall deposit an executed counterpart of this Agreement with the Escrow Agent, and this Agreement shall serve as the instructions to the Escrow Agent as the escrow holder for consummation of the purchase and sale contemplated hereby. Seller and Buyer agree to execute such reasonable additional and supplementary escrow instructions as may be appropriate to enable the Escrow Agent and/or the Title Company to comply with the terms of this Agreement; provided, however, that in the event of any conflict between the provisions of this Agreement and any supplementary escrow instructions, the terms of this Agreement shall control.

5.2 Time and Place. Closing shall take place on the Closing Date or such earlier date as may be mutually acceptable to the parties with all deliveries to be made in escrow to the Title Company on or prior to the Closing Date; provided, however, that pursuant to **Sections 4.1 and 4.3**, Seller, at Seller's option, may extend the Closing Date for purposes of curing objections to the status of title that were timely and properly raised by Buyer. Buyer acknowledges that Seller may at Seller's option use closing proceeds to satisfy any mortgage or lien on the Property.

5.3 Seller's Deposit of Documents. At or before Closing, Seller shall prepare, and deposit or cause to be deposited into escrow with the Title Company the following items (which shall be in the form(s) attached as Exhibits, if such Exhibits are attached; and if not, in form sufficient to convey title to the Property and for the Title Company to delete the requirements of the Title Commitment, in accordance with the requirements of this Agreement):

(a) an executed Deed with respect to the Land, in the form of **Exhibit C** hereto (if attached), together with any State, County and local transfer tax declarations and forms required to be executed by Seller;

(b) an executed Affidavit in the form of **Exhibit D** hereto (if attached);

(c) an executed Bill of Sale (without warranties) with respect to the Personal Property, if any, in the form of **Exhibit E** hereto (if attached);

(d) two counterparts of an executed Assignment and Assumption Agreement with respect to the Intangible Property in the form of **Exhibit F** hereto (if attached), together with originals or copies of any Leases, Service Contracts and Permits, to the extent in Seller's possession (which such Leases, Service Contracts and Permits shall be delivered at Seller's property manager's office);

(e) a form letter executed by Seller to advise all Tenants under Leases in the form of **Exhibit G** hereto (if attached), and a form letter executed by Seller to advise all contractors under Service Contracts, if any, in the form of **Exhibit H** hereto (if attached), of the sale to Buyer;

(f) an executed Buyer - Seller Closing Statement reflecting all financial aspects of the transaction;

(g) as appropriate, all plans, specifications, permits, licenses and keys in Seller's actual possession with respect to the Property (which shall be delivered at Seller's property manager's office); and

(h) an executed Certificate of a senior officer of the sole member of Seller (or such sole member's manager), certifying as to the authority of Seller, its sole member (and, as appropriate, its manager), and as to the signatory of the Closing documents.

5.4 Buyer's Deposit of Documents. At or before Closing Buyer shall deposit or cause to be deposited into escrow the following:

(a) cash to close in the amount required by **Section 3.2**;

(b) any State, County and local transfer tax declarations and forms required to be executed by Buyer;

(c) two counterparts of an executed Assignment and Assumption Agreement (if the appropriate box is checked);

(d) an executed Buyer - Seller Closing Statement; and

(e) evidence reasonably satisfactory to Seller and the Title Company reflecting that all documents executed by Buyer at Closing were duly authorized and executed, and such other documentation as may be required by the Title Company in order to insure title to the Property.

5.5 Other Documents. Buyer and Seller shall each deliver such other documents as are otherwise required by this Agreement to consummate the purchase and sale of the Property in accordance with the terms hereof. Unless the parties otherwise agree in writing, the Title Company is hereby designated as the "**Reporting Person**" for the transaction pursuant to Section 6045(e) of the United States Code and the regulations promulgated thereunder. If requested in writing by either party, the Title Company shall confirm its status as the "**Reporting Person**" in writing, which such writing shall comply with the requirements of Section 6045(e) of the United States Code and the regulations promulgated thereunder.

5.6 Possession. Possession of the Property, subject to the Leases (if any), shall be surrendered to Buyer at the Closing.

ARTICLE VI ENVIRONMENTAL MATTERS

6.1 Release. Without limiting the provisions of **Section 2.6**, Buyer acknowledges that Seller is not in any manner responsible to Buyer for the presence of any Hazardous Materials at, on, in, under or relating to the Property, if any. Buyer hereby specifically releases the Seller Group from any and all claims, losses, liabilities, fines, charges, damages, injuries, penalties, response costs, and expenses of any and every kind whatsoever (whether known or unknown) relating to the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release of any Hazardous Materials on the Property, if any, including without limitation, any residual contamination, in, on, under or about the Property or affecting natural resources, whether prior to or following Closing, and also including, without limitation, any liability due to asbestos-containing materials at the Property. Each covenant, agreement, representation, and warranty of Buyer contained in this **Section 6.1** of this Agreement shall survive the Closing or termination of this Agreement.

6.2 Intentionally Omitted.

6.3 Confidentiality of Hazardous Materials Reports. Except as required by Chapter 119, Florida Statutes (the Florida Public Records Act), unless and until the Closing actually occurs, Buyer, its agents, consultants and employees shall keep confidential all Hazardous Materials Reports and other information, received or completed by Buyer in Buyer's independent factual, physical and legal examinations and inquiries of the Property, except that: (a) Buyer shall promptly after receipt provide Seller with a list of all Hazardous Materials Reports and other information, received or completed by Buyer and, upon (and only upon) Seller's request will promptly deliver copies thereof to Seller; and (b) Buyer may disclose same to its consultants if Buyer first obtains the agreement in writing of such consultants to keep such Hazardous Materials Reports and related documentation confidential. Unless and until the Closing actually

occurs, neither the contents nor the results of any test, report, analysis, opinion or other information shall be disclosed by Buyer, its agents, consultants and employees without Seller's prior written approval, except as provided above. Furthermore, Buyer shall not disclose to Seller the contents or results of any Hazardous Materials Reports unless and until such time as Seller has requested copies of such Hazardous Materials Reports in writing. The provisions of this **Section 6.3** shall survive the termination of this Agreement.

ARTICLE VII WARRANTIES AND REPRESENTATIONS

7.1 Buyer's Warranties and Representations. Buyer warrants and represents that: (a) Buyer has the full right, power, and authority to purchase the Property from Seller as provided in this Agreement and to carry out Buyer's obligations hereunder; (b) Buyer is the type of entity set forth in the preamble to this Agreement, duly organized and in good standing under the laws of the state of its organization and is qualified to do business in the State; (c) all requisite action necessary to authorize Buyer to enter into this Agreement and to carry out Buyer's obligations has been obtained; (d) this Agreement has been duly authorized, executed and delivered by Buyer; and (e) the execution of this Agreement and the Closing to occur hereunder do not and will not violate any contract, covenant or other Agreement to which Buyer may be a party or by which Buyer may be bound. The provisions of this Section shall survive the Closing.

7.2 Seller's Warranties and Representations. Seller warrants and represents that: (a) Seller has the full right, power, and authority to sell the Property to Buyer as provided in this Agreement and to carry out Seller's obligations hereunder; (b) Seller is a limited liability company duly organized and in good standing under the laws of its state of formation; (c) all requisite action necessary to authorize Seller to enter into this Agreement and to carry out Seller's obligations has been obtained; and (d) this Agreement has been duly authorized, executed and delivered by Seller. The provisions of this Section shall survive the Closing.

ARTICLE VIII ASSIGNMENT

Buyer's reputation, experience, and financial status constitute a material inducement and a substantial part of the consideration for sale of the Property by Seller to Buyer. Therefore, Buyer may not assign this Agreement, nor may any of Buyer's rights hereunder be transferred in any manner to any person or entity, without Seller's specific prior written consent, which consent may be withheld by Seller for any reason whatsoever; except, however, that Buyer shall have the right to assign this Agreement, without Seller's consent, to an entity owned and controlled by Buyer or those that directly hold the ownership interests in Buyer; provided, however, any such assignment shall be binding on Seller only to the extent Buyer provides Seller with written intent to so assign, specifically naming the assignee and providing the signature block for the assignee, no later than ten (10) Business Days prior to Closing. If Buyer assigns this Agreement pursuant to the terms hereof: (a) the assignee shall be liable (jointly and severally with assignor) for all of Buyer's obligations hereunder; (b) the assignor (i.e., the original Buyer hereunder) shall remain obligated (but jointly and severally with assignee) with respect to all of Buyer's obligations

hereunder; and (c) the assignor and any assignee shall execute such instruments of assignment and assumption in such form as Seller may require in confirmation of the provisions hereof.

ARTICLE IX BROKERAGE

Each of Buyer and Seller represents and warrants to the other that it has not contacted or entered into any agreement with any real estate broker, agent, finder, or any other party in connection with this transaction and that it has not taken any action which would result in any real estate broker's, finder's, or other fees or commissions being due or payable to any other party with respect to this transaction. In the event Seller suffers any damages, liabilities, claims or losses, or is named in any suit, action or proceeding resulting from, arising from, or occasioned in whole or in part by a breach of the representation and warranty made by Buyer herein, Buyer acknowledges and agrees that Buyer shall be responsible for any such damages, liabilities, claims or losses suffered by Seller and shall reimburse Seller promptly upon demand for all reasonable costs and expenses so incurred by Seller. However, nothing in this Agreement shall be construed as a waiver of Buyer's sovereign immunity as defined in Section 768.28, Florida Statutes. The provisions of this Article shall survive the Closing and termination of this Agreement.

ARTICLE X DEFAULT

10.1 Buyer's Default. If Buyer shall fail to close the transaction contemplated hereby as and when required or if Buyer shall otherwise be in default of its obligations hereunder prior to Closing, or if subsequent to Closing Buyer shall fail to comply with its obligations contained herein which survive Closing, Seller, in addition to any rights and remedies provided herein, shall be entitled to any and all remedies available at law or in equity excluding, however, specific performance.

10.2 Seller's Default. If this transaction shall not be closed because of default of Seller, this Agreement shall be terminated and neither Seller nor Buyer shall have any further rights or obligations hereunder except that Buyer shall remain obligated pursuant to the provisions hereof which survive termination; or Buyer shall have the right to sue for specific performance of this Agreement, provided that such specific performance remedy shall be available to Buyer only upon Buyer's full satisfaction of each of Buyer's obligations under this Agreement, including without limitation Buyer's obligation to deliver sufficient proof to the Title Company and Seller that Buyer is ready, willing and able to close this transaction. The option selected by Buyer shall be Buyer's sole and exclusive remedy, and in no event shall Buyer be entitled to damages. In the event Seller suffers any damages, liabilities, claims, losses or other costs and expenses of any and every kind whatsoever (collectively the "**Losses**") as a result of or arising out of Buyer wrongfully seeking, commencing and/or prosecuting a specific performance action against Seller or in any way wrongfully filing a lis pendens or similar action against the Property (which Losses shall include without limitation any amounts which would otherwise have been realized by Seller had Seller been able to sell, transfer or convey the Property to any other buyer free of any such specific performance, lis pendens or other similar action), Buyer acknowledges and

agrees that Buyer shall be responsible for any such damages, liabilities, claims or losses suffered by Seller. However, nothing in this Agreement shall be construed as a waiver of Buyer's sovereign immunity as defined in Section 768.28, Florida Statutes.

10.3 No Obligation of Seller after Closing. Buyer expressly acknowledges and agrees that Seller has no obligations with respect to the Property that survive the Closing, except as specifically set forth herein. The provisions of this Section shall survive the Closing.

ARTICLE XI NO JOINT VENTURE

Buyer acknowledges and agrees that neither Seller nor any other member of the Seller Group is a venturer, co-venturer, insurer, guarantor or partner of Buyer in Buyer's development of, construction upon and resale of the Property, and that Seller and Seller Group bear and shall bear no liability whatsoever resulting from or arising out of Buyer's ownership and development of, and construction upon, the Property. The provisions of this Article shall survive the Closing.

ARTICLE XII MISCELLANEOUS

12.1 Intentionally Omitted.

12.2 Risk of Loss. Seller agrees to give Buyer prompt notice of any fire or other casualty affecting the Property after the Effective Date or of any actual or threatened (to the extent that Seller has current actual knowledge thereof) taking or condemnation of all or any portion of the Property after the Effective Date.

(a) If after the Effective Date and prior to Closing, there shall occur damage to the Property caused by fire or other casualty which would reasonably be expected to cost an amount equal to or greater than ten percent (10%) of the Purchase Price to repair, or the taking or condemnation of all or any portion of the Property which would materially interfere with the present use of such Property, then, in such event, Buyer shall have the right to terminate this Agreement by giving written notice to Seller in the form of the Termination Notice, together with copies or originals of all Due Diligence Reports, within ten (10) days after Buyer has received notice from Seller or otherwise learns of that event.

(i) Upon such termination and delivery of copies or originals of all Due Diligence Reports, neither party shall have any further rights or obligations hereunder; provided, however, that Buyer shall remain obligated with respect to the obligations herein which specifically survive termination.

(ii) If Buyer does not timely terminate this Agreement, then the Closing shall take place as provided herein and, at Closing, Seller shall assign to Buyer all interest of Seller in and to the insurance proceeds or condemnation awards payable to Seller on account of that event, less any expenses reasonably incurred by Seller before and/or after the Closing in processing and resolving the claim with the insurance company, including but not limited to reasonable attorneys' fees and costs (collectively, the "**Net Proceeds**"). At Closing, Seller shall receive a

credit in the amount of any sums reasonably incurred by Seller before the Closing to repair any damage caused by such event. Notwithstanding the foregoing, in the event that the amount of Net Proceeds exceeds the Purchase Price, Buyer shall only be entitled to a share of the Net Proceeds (the "**Buyer's Proceeds**") equal to the Purchase Price and Seller shall receive the balance of the Net Proceeds which exceed the Purchase Price (the "**Excess Proceeds**"); i.e., the term "**Buyer's Proceeds**" shall mean the lesser of the Net Proceeds and the Purchase Price.

(b) If after the Effective Date and prior to Closing there shall occur damage to the Property caused by fire or other casualty which would reasonably be expected to cost less than ten percent (10%) of the Purchase Price to repair, or the taking or condemnation of a portion of the Property which would not materially interfere with the present use of the Property, then, Buyer may not terminate this Agreement and there shall be assigned to Buyer at the Closing all interest of Seller in and to the Buyer's Proceeds. At Closing, Seller shall receive a credit in the amount of any sums reasonably incurred by Seller before the Closing to repair any damage caused by such event.

(c) If after the Effective Date and prior to Closing, there shall occur damage to the Property caused by fire or other casualty which would reasonably be expected to cost an amount equal to or greater than fifty percent (50%) of the Purchase Price to repair, then, in such event, Seller shall have the right to terminate this Agreement by written notice thereof delivered to Buyer within ten (10) days after that event, together with an executed Termination Notice and the Due Diligence Reports. In such event, neither party shall have any further rights or obligations hereunder; provided, however, that Buyer shall remain obligated with respect to the obligations herein which specifically survive termination. If Seller does not timely terminate this Agreement, then (provided that Buyer has not terminated this Agreement as provided for in this Section), the Closing shall take place as provided herein and there shall be assigned to Buyer at the Closing all interest of Seller in and to the Buyer's Proceeds. At Closing, Seller shall receive a credit in the amount of any sums reasonably incurred by Seller before the Closing to repair any damage caused by such event.

(d) Regardless of whether any of the Net Proceeds in connection with a casualty to the Property are assigned to Buyer at Closing in accordance with this **Section 12.2**, Seller shall retain the exclusive right to process and handle the claim with Seller's insurance company. Seller and Buyer agree to use good faith efforts to cooperate with each other in resolving any insurance claim, including as to the amount of the Net Proceeds, including, without limitation, promptly providing any and all materials requested by the insurance company and promptly responding to any and all inquiries from the insurance company. Seller shall not have the right to agree to the amount of Net Proceeds with the insurance company without the prior written consent of Buyer (which shall not be unreasonably withheld), unless the Net Proceeds are reasonably expected to equal or exceed the Purchase Price (in which case Seller shall have the right to negotiate and agree with the insurance company by itself, in its sole discretion). Upon payment by the insurance company on or after Closing, the Buyer's Proceeds shall be disbursed to Buyer and the Excess Proceeds, if any, shall be disbursed to Seller. Seller makes no representation or warranty with respect to the amount of the Net Proceeds that will be available from the insurance company in connection with any such casualty, including, without limitation,

whether Buyer will be entitled to the actual cash value or the replacement cost of the Property. The provisions of this paragraph shall survive the Closing.

12.3 Construction. The terms "**Seller**" and "**Buyer**" whenever used in this Agreement shall include the heirs, personal representatives, successors and assigns of the respective parties hereto; provided, however, that Buyer's right of assignment is restricted by the provisions hereof. Whenever used, the singular number shall include the plural and the plural the singular, and the use of any gender shall include all genders. The term "**including**" as used herein shall in all instances mean "**including, but not limited to**". The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the interpretation of this Agreement. This Agreement and any related instruments shall not be construed more strictly against one party than against the other by virtue of the fact that initial drafts may have been prepared by counsel for one of the parties, it being recognized that this Agreement and any related instruments are the product of extensive negotiations between the parties hereto.

12.4 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which will constitute the same Agreement. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Agreement identical in form hereto, but having attached to it one or more additional signature pages. Electronically transmitted signatures on this Agreement, any amendment thereto, and on any notice given pursuant to it shall be effective as originals.

12.5 Severability and Waiver. Invalidity of any one Section or provision of this Agreement by judgment or court order shall in no way affect any other Section or provision. Failure of any party to this Agreement to insist on the full performance of any of its provisions by the other party (or parties) shall not constitute a waiver of such performance unless the party failing to insist on full performance of the provision declares in writing signed by it that it is waiving such performance. A waiver of any breach under this Agreement by any party, unless otherwise expressly declared in writing, shall not be a continuing waiver or waiver of any subsequent breach of the same or other provision of this Agreement. The provisions of this Section shall survive the Closing.

12.6 Governing Law. The laws of the State (without regard to conflicts of law) shall govern the validity, construction, enforcement and interpretation of this Agreement.

12.7 Further Acts. In addition to the acts and deeds recited in this Agreement and contemplated to be performed, executed, and/or delivered under this Agreement, Seller and Buyer agree to perform, execute and/or deliver or cause to be delivered, executed and/or delivered at Closing or after Closing all further acts, deeds, and assurances reasonably necessary to consummate the transactions contemplated hereby.

12.8 Notices. All notices, demands, requests, and other communications required or permitted hereunder shall be in writing. All such notices, demands, requests and other communications (and copies thereof) shall be deemed to be delivered: (a) if sent by messenger, upon personal delivery to the party to whom the notice is directed; (b) if sent by facsimile or other electronic

transmission, upon delivery (but only so long as a copy of the notice is also sent by another method provided for in this **Section 12.8**); (c) if sent by overnight courier, with request for next Business Day delivery, on the next Business Day after sending; or (d) whether actually received or not, two (2) Business Days after deposit in a regularly maintained receptacle for the United States mail, registered or certified, return receipt requested, postage prepaid, addressed as follows (or to such other address as the parties may specify by notice given pursuant to this Section):

TO SELLER:

RL REGI FLORIDA, LLC
c/o Rialto Capital Advisors, LLC
790 NW 107th Avenue
Suite 400
Miami FL 33172
Attention: Kevin Borkenhagen
Telephone No. 305-229-6562
Facsimile No. 305-485-2724
E-mail Address:
kevin.borkenhagen@rialtocapital.com

WITH A COPY TO:

Bilzin Sumberg Baena Price & Axelrod LLP
1450 Brickell Avenue, 23rd Floor
Miami, Florida 33131
Attention: Jon Chassen, Esq.
Telephone No. 305-350-7270
Facsimile No. 305-351-2270
E-mail Address: jchassen@bilzin.com

TO BUYER:

Escambia County, Board of County Commissioners
3363 West Park Place
Pensacola, Florida 32505
Attn: Larry Goodwin
Telephone No. 850-595-3426
Facsimile No. _____
E-mail Address: LWGOODWI@co.escambia.fl.us

WITH A COPY TO:

Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, FL 32502
Attn: Stephen West, Esq.
Telephone No. (850) 595-4970
Facsimile No. _____
E-mail Address: sgwest@co.escambia.fl.us

12.9 Entire Agreement: Amendment. This Agreement contains the entire understanding between Buyer and Seller with respect to the subject matter hereof. Neither this Agreement nor any provision hereof may be modified, amended, changed, waived, discharged or terminated

orally. Any such action may occur only by an instrument in writing signed by the party against whom enforcement of the modification, change, waiver, discharge or termination is sought.

12.10 Recording. This Agreement shall not be recorded in the official records of Escambia County and Buyer agrees that recording same in the official records of Escambia County constitutes a default by Buyer; provided, however, that nothing herein shall prohibit the Clerk of Escambia County from recording this Agreement in the minutes of the meetings of the Board of County Commissioners.

12.11 Exhibits and Schedules. The Exhibits and Schedules that are referenced in and/or attached to this Agreement are incorporated in, and made a part of, this Agreement for all purposes.

12.12 Time of the Essence. Seller and Buyer expressly agree that time is of the essence with respect to this Agreement. If the final day of any period or any date of performance under this Agreement falls on a date which is not a Business Day, then the final day of the period or the date of performance, as applicable, shall be extended to the next day which is a Business Day.

12.13 No Third Party Beneficiary. This Agreement is solely between Seller and Buyer and no other party shall be entitled to rely upon any provision hereof for any purpose whatsoever.

12.14 Back-Up Contract(s). Buyer understands that Seller may negotiate with other parties and may enter into one or more back-up contracts for the sale of the Property. Any back-up contract will be subject and subordinate to this Agreement so long as this Agreement is in full force and effect and Buyer is not in default hereunder.

12.15 Requisite Senior Management Approval. Prior to execution and delivery of this Agreement by Seller, this Agreement is subject to approval by Seller's senior management. Neither the submission of any proposal or this Agreement for examination to Buyer, nor any correspondence or course of dealing between Buyer and Seller shall constitute a reservation of or option for the Property or in any manner bind Seller. No contract or obligation on the part of Seller shall arise until this Agreement is approved by Seller's senior management and fully executed and unconditionally delivered by Seller. If, however, Seller executes and returns this Agreement to Buyer, the requirement for Senior Management Approval shall be deemed satisfied.

12.16 Limitation on Liability. Buyer expressly agrees that the obligations and liabilities of Seller under this Agreement and any document referenced herein shall not constitute personal obligations of the officers, directors, employees, agents, trustees, partners, members, representatives, stockholders or other principals and representatives of Seller. Notwithstanding anything to the contrary, Seller's liability, if any, arising in connection with this Agreement or with the Property shall be limited to Seller's interest in the Property for the recovery of any judgment against Seller, and Seller shall not be personally liable for any such judgment or deficiency after execution thereon. The limitations of liability contained in this paragraph shall apply equally and inure to the benefit of Seller's present and future officers, directors, trustees, shareholders, agents and employees, and their respective heirs, successors and assigns.

12.17 Mold Disclosure. Mold and/or other microscopic organisms can be found almost anywhere. They occur naturally in the environment and can grow on virtually any organic substance as long as moisture and oxygen are present. Mold and/or other microscopic organisms may cause property damage and/or health problems. Buyer acknowledges and agrees that Seller shall not be responsible for any damages, liabilities, claims or losses arising out of or relating to mold and/or other microscopic organisms at the Property including but not limited to property damages, personal injury, adverse health effects, loss of income, emotional distress, death, loss of use or loss of value and Buyer hereby releases Seller from the same. Buyer hereby acknowledges that it has read and understood this disclosure and release and agrees to the provisions contained herein. The provisions of this Section shall survive the Closing or termination of this Agreement.

12.18 Prohibited Persons. Neither Buyer nor any of its respective officers, directors, shareholders, partners, members or affiliates (including without limitation indirect holders of equity interests in Buyer) is or will be an entity or person (i) that is listed in the Annex to, or is otherwise subject to the provisions of Executive Order 13224 issued on September 24, 2001 ("EO13224"), (ii) whose name appears on the United States Treasury Department's Office of Foreign Assets Control ("OFAC") most current list of "**Specifically Designated National and Blocked Persons**" (which list may be published from time to time in various mediums including, but not limited to, the OFAC website, <http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>), (iii) who commits, threatens to commit or supports "**terrorism**," as that term is defined in EO13224, (iv) is subject to sanctions of the United States government or is in violation of any federal, state, municipal or local laws, statutes, codes, ordinances, orders, decrees, rules or regulations relating to terrorism or money laundering, including, without limitation, EO13224 and the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, or (v) who is otherwise affiliated with any entity or person listed above (any and all parties described in clauses (i) – (v) above are herein referred to as a "**Prohibited Person**"). Buyer covenants and agrees that neither Buyer nor any of its respective officers, directors, shareholders, partners, members or affiliates (including without limitation indirect holders of equity interests in Buyer) shall (aa) conduct any business, nor engage in any transaction or dealing, with any Prohibited Person, including, but not limited to, the making or receiving of any contribution of funds, goods, or services, to or for the benefit of a Prohibited Person, or (bb) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in EO13224. The provisions of this Section shall survive the Closing or termination of this Agreement.

ARTICLE XIII INTENTIONALLY OMITTED

ARTICLE XIV LITIGATION

14.1 Attorneys' Fees; Jurisdiction; Venue. In the event of any litigation arising out of or under this Agreement and/or out of Buyer's ownership, development or construction upon the Property,

each party shall bear its own attorneys' fees and costs, including at all appellate levels and in any bankruptcy proceeding. Buyer and Seller hereby submit to the jurisdiction of the Civil Courts of the State and the United States District Courts located in the State in respect of any suit or other proceeding brought in connection with or arising out of this Agreement and venue shall be in the County. The provisions of this Section shall survive the Closing.

14.2 WAIVER OF JURY TRIAL. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY DOCUMENT EXECUTED IN CONNECTION HERewith OR RELATED HERETO, OR ANY COURSE OR CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS TRANSACTION.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Buyer and Seller have executed this Agreement as of the Effective Date.

Signed, sealed and delivered in the presence of:

Signature: [Signature]
Print Name: Katelyn Blanco

Signature: [Signature]
Print Name: Jonathan Dahari

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

SELLER

RL REGI FLORIDA, LLC, a Florida limited liability company

By: RL REGI Financial, LLC, a Florida limited liability company, its sole member

By: [Signature]
Name: Vice Pres Anthony Seijo
Title: Vice President

BUYER

ESCAMBIA COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA ACTING BY AND THROUGH ITS BOARD OF COUNTY COMMISSIONERS

By: _____
Name: Gene M. Valentino, Chairman
Title: _____

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

BY: _____
DEPUTY CLERK

This document approved as to form and legal sufficiency.

By: [Signature]
Title: Asst. County Attorney
Date: May 2, 2013

EXECUTION BY ESCROW AGENT

The Escrow Agent executes this Agreement for the purposes of acknowledging its Agreement to serve as escrow agent in accordance with the terms of this Agreement.

North American National Title Solutions

By: _____
Name: _____
Title: _____

Date: _____, 2013

EXHIBIT A

LEGAL DESCRIPTION

Parcel 1:

GOVERNMENT LOT 1, LESS AND EXCEPT THE EAST 1980 FEET THEREOF, SECTION 16, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, TOGETHER WITH ALL RIPARIAN RIGHTS.

ALL OF THAT PORTION OF GOVERNMENT LOT 4, LYING EAST OF THE CENTER OF THE CHANNEL OF HERON BAYOU, SECTION 16, TOWNSHIP 2 SOUTH, RANGE 31 WEST, AND NORTH OF THE NORTH LINE OF THAT CERTAIN DRAINAGE EASEMENT DESCRIBED IN THAT CERTAIN DEED FROM E.C. MAXWELL TO THE STATE OF FLORIDA DATED OCTOBER 10, 1945 AND RECORDED IN DEED BOOK 213, PAGE 287, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, TOGETHER WITH ALL RIPARIAN RIGHTS.

A RIGHT OF WAY OVER AND ALONG THE SOUTH 15 FEET OF THE NORTH 660 FEET OF GOVERNMENT LOT 5, LYING WEST OF STATE ROAD NO. 298, SECTION 16, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA.

A PERPETUAL NON-EXCLUSIVE EASEMENT OVER AND UPON THE NORTH 20 FEET OF THE SOUTH 50 FEET OF THE FOLLOWING DESCRIBED REAL PROPERTY IN ESCAMBIA COUNTY, FLORIDA: COMMENCE AT THE SOUTHEAST CORNER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE NORTH 2 DEGREES 04 MINUTES 00 SECONDS WEST ALONG THE EAST LINE OF SAID SECTION 16 FOR A DISTANCE OF 1,827.13 FEET; THENCE SOUTH 87 DEGREES 36 MINUTES 41 SECONDS WEST FOR A DISTANCE OF 870.08 FEET TO THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 298 (LILLIAN HIGHWAY 66 FOOT RIGHT OF WAY) FOR THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 87 DEGREES 36 MINUTES 41 SECONDS WEST FOR A DISTANCE OF 452.05 FEET; THENCE SOUTH 1 DEGREE 58 MINUTES 37 SECONDS EAST FOR A DISTANCE OF 498.03 FEET; THENCE NORTH 87 DEGREES 37 MINUTES 06 SECONDS EAST FOR A DISTANCE OF 141.68 FEET TO THE POINT ON THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 298, SAID POINT BEING ON A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 3,320.36 FEET A DELTA ANGLE OF 8 DEGREES 37 MINUTES 30 SECONDS (A CHORD DISTANCE OF 499.36 FEET, A CHORD BEARING OF NORTH 29 DEGREES 11 MINUTES 21 SECONDS EAST); THENCE ALONG ARC OF SAID CURVE FOR A DISTANCE OF 499.83 FEET TO THE POINT OF TANGENCY; THENCE NORTH 33 DEGREES 30 MINUTES 06 SECONDS EAST FOR A DISTANCE OF 89.59 FEET TO THE POINT OF BEGINNING; ALL LYING AND BEING IN SECTION 16, TOWNSHIP 2 SOUTH, RANGE 31 WEST.

Parcel 2:

Commence at the Southeast corner of Section 16, Township 2 South, Range 31 West, Escambia County, Florida; thence North 2 degrees 04 minutes 00 seconds West along the East line of said Section 16 for a distance of 1827.13 feet; thence South 87 degrees 36 minutes 41 seconds West for a distance of 870.08 feet to the Westerly right of way line of State Road No. 298 (Lillian Highway 66 foot right of way) for the Point of Beginning; thence continue South 87 degrees 36 minutes 41 seconds West for a distance of 452.05 feet; thence South 1 degree 58 minutes 37 seconds East for a distance of 498.03 feet; thence North 87 degrees 37 minutes 06 seconds East for a distance of 141.68 feet to a point on the Westerly right of way line of said State Road No. 298, said point being on a curve concave to the Southeast having a radius of 3320.36 feet, a delta angle of 8 degrees 37 minutes 30 seconds (a chord distance of 499.36 feet, a chord bearing of North 29 degrees 11 minutes 21 seconds East); thence along the arc of said curve for a distance of 499.83 feet to the Point of Tangency; thence North 33 degrees 30 minutes 06 seconds East for a distance of 89.59 feet to the Point of Beginning.

Parcel 3:

A parcel of land lying in Section 19, Township 3 South, Range 31 West, Escambia County, Florida, being more particularly described as follows:

Begin at the most Southeast corner of Emerald Shores Subdivision as recorded in Plat Book 15 at Page 87 of the public records of said County; thence (the following 4 calls are along the South line of said Emerald Shores Subdivision) North 40°45'30" West for 208.01 feet (Plat Bearing and Distance North 49°35'19" West ~ 208.00 feet); thence North 43°14'33" East for 86.01 feet (Plat Bearing and Distance North 40°24'41" West ~ 85.00 feet); thence North 46°45'12" West for 221.01 feet (Plat Bearing and Distance North 49°35'19" West ~ 221.00 feet); thence North 62°49'46" West for 122.99 feet (Plat Bearing and Distance North 65°39'45" West ~ 123.00 feet); thence continue (the following 2 calls are along the South line of Emerald Shores 3rd Addition Subdivision as recorded in Plat Book 17 at page 4 of said County) North 62°49'46" West for 40.44 feet (Plat Bearing and Distance North 65°39'45" West ~ 40.17 feet); thence North 86°35'30" West for 587.01 feet (Plat Bearing and Distance North 89°26'16" West ~ 587.00 feet) to the Southwest corner of said Emerald Shores 3rd Addition Subdivision; thence South 02°56'41" West for 503.49 feet to the Southerly right-of-way line of a County Road (80' R/W) as recorded in Official Records Book 926 at page 196 of the public records of said County; thence South 68°28'57" West along said right-of-way line for 354.12 feet; thence departing said right-of-way line South 02°57'59" West for 665.94 feet to the South line of said Section 19; thence South 88°35'28" East along said South line for 562.11 feet to the West right-of-way line of Gulf Beach Highway ~ County Road No. 292-A (66' R/W); thence North 43°14'39" East along said West right-of-way line for 1197.58 feet to the Point of Beginning. Containing 26.37 acres, more or less.

LESS AND EXCEPT:

COMMENCE AT A 4"X 4" CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA. THENCE GO SOUTH 16 DEGREES 35 MINUTES 34 SECONDS EAST (S 16° 35' 34" E) ALONG THE SOUTH LINE OF SAID SECTION 19 A DISTANCE OF 1002.14 FEET TO A CAPED IRON ROD (16713) AND THE POINT OF BEGINNING; THENCE GO NORTH 02 DEGREES 59 MINUTES 42 SECONDS EAST (N 02° 59' 42" E) A DISTANCE OF 450.00 FEET; THENCE GO SOUTH 16 DEGREES 35 MINUTES 34 SECONDS EAST (S 16° 35' 34" E) A DISTANCE OF 300.00 FEET; THENCE GO SOUTH 02 DEGREES 59 MINUTES 42 SECONDS WEST (S 02° 59' 42" W) A DISTANCE OF 400.00 FEET; THENCE GO SOUTH 16 DEGREES 35 MINUTES 34 SECONDS EAST (S 16° 35' 34" E) PARALLEL TO SAID SOUTH SECTION LINE A DISTANCE OF 364.19 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF GULF BEACH HIGHWAY (C.R. NO. 292-A; 66 R/W); THENCE GO SOUTH 43 DEGREES 14 MINUTES 39 SECONDS WEST (S 43° 14' 39" W) ALONG SAID NORTHWESTERLY RIGHT-OF-WAY A DISTANCE OF 65.12 FEET TO SAID SOUTH SECTION LINE; THENCE GO NORTH 86 DEGREES 35 MINUTES 34 SECONDS WEST (N 86° 35' 34" W) ALONG SAID SOUTH SECTION LINE A DISTANCE OF 562.12 FEET TO THE POINT OF BEGINNING. ALL LYING IN SECTION 19, TOWNSHIP 3 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINING 3.42 ACRES, MORE OR LESS.

Parcel 4:

Commercial Parcel "A" and Commercial Parcel "B", Emerald Shores, a subdivision according to plat recorded in Plat Book 15, page 87 of the public records of Escambia County, Florida.

EXHIBIT B

NOTICE OF TERMINATION OF AGREEMENT FOR SALE AND PURCHASE OF PROPERTY

_____ ("**Buyer**") hereby executes this Notice of Termination of Agreement for Sale and Purchase of Property (this "**Notice of Termination**") as of this ____ day of _____, 201__ (the "**Termination Effective Date**").

RECITALS

A. Buyer and _____, a _____ ("**Seller**") entered into a certain Agreement for Sale and Purchase of Property dated _____, 201__ (the "**Contract**") pursuant to which Seller agreed to sell and Buyer agreed to purchase the Property (as such term is defined in the Contract).

B. Pursuant to this Notice of Termination, Buyer desires to terminate the Contract in accordance with the terms thereof.

NOW, THEREFORE, pursuant to this Notice of Termination and in accordance with the terms of the Contract, Buyer hereby notifies Seller and agrees as follows:

1. As of the Termination Effective Date, the Contract is terminated and of no further force and effect. Neither Buyer nor Seller shall have any further rights or obligations thereunder; provided, however, and notwithstanding the foregoing, Buyer acknowledges and agrees that Buyer shall remain obligated with respect to any and all obligations that by the express terms of the Contract are intended to survive termination of the Contract.

2. Buyer warrants and represents that it has previously or simultaneously herewith delivered to Seller all Due Diligence Reports (as such term is defined in the Contract).

3. Buyer hereby acknowledges and agrees that it has no right, title, claim or interest in and to the Property.

IN WITNESS WHEREOF, the Buyer has caused this Notice of Termination to be executed as of the Termination Effective Date.

Signed, sealed and delivered in the presence of:

_____, a _____

Signature: _____

Print Name: _____

By: _____

Name: _____

Signature: _____

Print Name: _____

Title: _____

STATE OF _____)

) SS.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 201_ by _____, as _____ of _____, a _____, on behalf of the _____. He ____ is personally known to me or ____ has produced a driver's license as identification.

Notary Public

Print Name: _____

Serial No. (if any): _____

EXHIBIT C

This instrument prepared by:
Jon Chassen, Esq.
Bilzin Sumberg Baena Price & Axelrod LLP
1450 Brickell Avenue, 23rd Floor
Miami, FL 33131

SPECIAL WARRANTY DEED

THIS INDENTURE, made effective as of the ____ day of _____, 201____,
between _____, LLC ("**Grantor**"), whose address is c/o
_____, in favor of _____ ("**Grantee**"), whose
address is _____ and whose taxpayer identification
number is _____;

WITNESSETH THAT:

Grantor, for and in consideration of the sum of Ten and No/100 U.S. Dollars (\$10.00), lawful money of the United States of America, to it in hand paid by Grantee, at or before the unsealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed and confirmed and by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee and its successors and assigns forever, the parcel of land, with the building and improvements thereon erected, situate, lying and being in the County of _____, State of _____, and more particularly described on the attached **Exhibit A** (the "**Property**").

Subject however, to:

- (a) Real property taxes and assessments for the year _____ and thereafter;
- (b) Zoning and other regulatory laws and ordinances affecting the Property;
- (c) Matters that would be disclosed by an accurate survey;
- (d) Any plat affecting the Property; and
- (e) Easements, rights of way, limitations, conditions, covenants, restrictions, and other matters of record.

TOGETHER with all singular the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND Grantor hereby specially warrants the title to the Property and will defend the same against the lawful claims of any persons claiming by, through or under Grantor, but against none other.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed the day and year first above written.

Signed, sealed and delivered in the presence of:

_____, LLC, a _____ limited liability company

By: _____, a _____ limited liability company, its sole member

By: _____, a _____ limited liability company, its manager

Signature: _____
Print Name: _____

By: _____ (SEAL)
Name: _____
Title: _____

Signature: _____
Print Name: _____

STATE OF FLORIDA)
) SS.
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this ____ day of _____, 201_, by _____, as _____ of _____, a _____ limited liability company, as manager of _____, a _____ limited liability company, the sole member of _____, LLC, a _____ limited liability company, on behalf of the company. He ____ is personally known to me or ____ has produced a driver's license as identification.

Notary Public
Print Name: _____
Serial No. (if any): _____

EXHIBIT D

AFFIDAVIT

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE) SS:

BEFORE ME, the undersigned authority, personally appeared _____ ("**Affiant**") as _____ of _____, a _____ limited liability company, as manager of _____, a _____ limited liability company, the sole member of _____, LLC, a _____ limited liability company ("**Seller**"), who being by me first duly sworn, deposes and says:

1. Seller is this day conveying its rights, title and interest in and to the real property more particularly described on the attached **Exhibit A** hereto (the "**Property**") to _____, a _____ ("**Buyer**").

2. There have been no improvements, alterations or repairs to the Property authorized by Seller for which the costs thereof remain unpaid; there are no construction, materialmen's or laborers' liens against the Property arising through work performed by or for Seller.

3. Pursuant to Section 1445 of the Internal Revenue Code, a transferee (buyer) of a U.S. Real property interest must withhold tax if the transferor (seller) is a foreign person. This Affidavit is given to inform Buyer that withholding of tax is not required upon Seller's disposition of a U.S. real property interest. Seller is not a nonresident alien for purposes of U.S. income taxation purposes.

Seller's U.S. taxpayer identifying number is _____.
Seller understands that this certification may be disclosed to the Internal Revenue Service by Buyer and that any false statement made here could be punished by fine, imprisonment or both.

4. There are no parties in possession of the Property other than the tenants set forth on the list of tenants attached as **Exhibit B** hereto.

5. There are no matters pending by or against Seller that could give rise to a lien that could attach to the Property between _____, 201__ at _____.m., the date of the last certification (the "**Last Certification Date**") of _____ Title Insurance Company (the "**Title Company**") Title Insurance Commitment No. _____ (the "**Commitment**") and the date of the recording of the deed (the "**Deed**") from Seller to Buyer. Seller has not executed, and will not execute, any instrument that would adversely affect the title to the Property except as contained in the Commitment. Seller will indemnify and hold Buyer and the Title Company harmless from all liens or title defects created by or against Seller subsequent to the Last Certification Date and prior to recordation of the Deed (provided, however, that Buyer

promptly instructs the Title Company to record the Deed and the Title Company promptly records the Deed).

6. Under penalties of perjury Affiant declares that he has examined this certification and to the best of his knowledge and belief it is true and complete.

FURTHER AFFIANT SAITH NOT.

_____, LLC, a _____ limited liability company

By: _____, a _____ limited liability company, its sole member

By: _____, a _____ limited liability company, its manager

By: _____ (SEAL)

Name:

Title:

STATE OF FLORIDA)
) SS.
COUNTY OF MIAMI-DADE)

SWORN TO AND SUBSCRIBED before me this ____ day of _____, 201_, by _____, as _____ of _____, a _____ limited liability company, as manager of _____, a _____ limited liability company, the sole member of _____, LLC, a _____ limited liability company, on behalf of the company. He ____ is personally known to me or ____ has produced a driver's license as identification.

Notary Public
Print Name: _____
Serial No. (if any): _____

EXHIBIT E

[INTENTIONALLY OMITTED]

EXHIBIT F

[INTENTIONALLY OMITTED]

EXHIBIT G

[INTENTIONALLY OMITTED]

EXHIBIT H

[INTENTIONALLY OMITTED]

SCHEDULE 1

ADDITIONAL DEFINITIONS

- (a) "**Agreement**" shall mean this Agreement for Sale and Purchase of Property, executed by both Seller and Buyer.
- (b) "**Business Day**" shall mean any day on which business is conducted by national banking institutions in Miami-Dade County, Florida.
- (c) "**Closing**" shall mean the execution and delivery of the Deed, the Bill of Sale and the other instruments to be executed by Seller conveying the Property to Buyer and the payment by Buyer to Seller of the Purchase Price.
- (d) "**Confidentiality Agreement**" shall mean that certain Confidentiality Agreement, if any, concerning the Property executed by Buyer and delivered to Seller.
- (e) "**County**" shall mean the County located in the State in which the Property is located.
- (f) "**Deed**" shall mean the special warranty (or similar limited warranty) deed conveying fee title to the Real Property to Buyer, duly executed by Seller and acknowledged and in proper form for recordation.
- (g) "**Due Diligence Reports**" shall mean all reports, documents, studies, analyses, and other written information delivered by Seller to Buyer or obtained by Buyer with respect to the Property, including results of physical inspections, engineering studies, engineering drawings and specifications, surveys, Hazardous Materials Reports, soil tests, site plans, feasibility studies, market studies, architectural plans, specifications and drawings, title reports, permits, approvals and authorizations (whether obtained from governmental authorities or third parties); and all other work product generated by or for Buyer in connection with the Property. However, the term Due Diligence Reports shall specifically exclude any Hazardous Materials Reports unless and until such time as Seller has requested delivery of same in writing pursuant to the provisions of **Section 6.3** of the Agreement and such have in fact been delivered to Seller in connection with such request.
- (h) "**Effective Date**" shall mean the date set forth on the cover page of this Agreement.
- (i) "**General Intangibles**" shall mean any and all warranties, guaranties, telephone exchange numbers, architectural or engineering plans and specifications, and development rights that relate to the Real Property or the Personal Property.
- (j) "**Hazardous Materials**" shall mean any toxic, radioactive, caustic or otherwise hazardous substance, including petroleum, its derivatives, by-products and other hydrocarbons, or any substance having any constituent elements displaying any of the foregoing characteristics. The term "**Hazardous Materials**" includes, without limitation, any substance regulated under

any and all federal, state and local statutes, laws (including case law), regulations, ordinances, rules, judgments, orders, decrees, codes, plans, injunctions, permits, concessions, grants, franchises, licenses, agreements and other governmental restrictions, whether now or hereafter in effect, relating to human health, the environment or to emissions, discharges or releases of pollutants, contaminants, toxic substances, hazardous substances or wastes into the environment including, without limitation, ambient air, surface water, ground water, or land, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of pollutants, contaminants, hazardous materials or wastes or the clean-up or other remediation thereof.

(k) **"Hazardous Materials Reports"** shall mean any and all studies, reports, analyses, information, or other written records regarding the presence or absence of Hazardous Materials at, on, in, under or relating to the Real Property.

(l) **"Intangible Property"** shall mean, to the extent the same is transferable by Seller, Seller's interest in the Leases, the Service Contracts, the Permits, the General Intangibles and any and all rights to the name of the improvements upon the Real Property.

(m) **"Land"** shall mean that certain parcel of real property located in the County and State, as more particularly described on the attached **Exhibit A**.

(n) **"Leases"** shall mean any and all leases, tenancies, licenses and other rights of occupancy or use of or for any portion of the Real Property or the Personal Property (including all amendments and renewals thereof).

(o) **"Outside Contractors"** shall mean any and all contractors, subcontractors, vendors, surveyors, land planners, architects, engineers, suppliers, and/or consultants who are not agencies, departments, divisions or employees of Buyer.

(p) **"Permits"** shall mean any and all licenses, permits, authorizations, certificates of occupancy and other approvals that are in effect for the current use and operation of the Property.

(q) **"Personal Property"** shall mean all tangible personal property and fixtures owned by Seller and located on or attached to the Real Property. **"Personal Property"** does not include property owned by others such as Tenants under Leases or parties to Service Contracts.

(r) **"Property"** shall mean collectively the Real Property, the Personal Property and the Intangible Property.

(s) **"Prorations Date"** shall mean 12:01 a.m. local time (i.e., the time zone in which the Property is located) on the Closing Date.

(t) **"Real Property"** shall mean the Land together with Seller's interest in the buildings and other improvements and fixtures located thereon, together with all rights of ways, ingress and egress, easements, rights, privileges, hereditaments and appurtenances thereto or in any way appertaining thereto.

(u) **"Security Deposits"** shall mean the security deposits and prepaid rent specified in the Leases and which have not been previously forfeited by Tenants prior to the Closing Date. **"Security Deposits"** shall not include any security deposits or prepaid rent, whether or not provided for in the Leases, which were paid to Seller's predecessor(s) in interest to the Property and which were not delivered to Seller and are not in Seller's possession.

(v) **"Seller Group"** shall mean Seller and its member and manager and such member's trustee, master servicer, special servicer and certificate holders and their respective past, present, and future officers, directors, shareholders, general partners, limited partners, agents, representatives, heirs, successors, assigns and attorneys and their respective heirs, successors, and assigns.

(w) **"Service Contracts"** shall mean any and all written service, maintenance, supply, operating, or employment contracts or other agreements, however termed, affecting the use, ownership, maintenance, or operation of all or any part of the Property (but specifically excluding any Leases and any management agreements).

(x) **"State"** shall mean the state in which the Land is located.

(y) **"Tenants"** shall mean those persons or entities holding rights of tenants under Leases.

(z) **"Title Commitment"** shall mean the commitment for issuance of an owner's title insurance policy issued by the Title Company (or such other title insurance company licensed to do business in the State and selected by Buyer) in favor of Buyer in the full amount of the Purchase Price.

SCHEDULE 2

PROPERTY SPECIFIC PROVISIONS

Property. This is an agreement to purchase and sell land located in Escambia County, Florida consisting of approximately 33.8 acres of raw land, and all rights, privileges, easements and interests appurtenant thereto more particularly described on **Exhibit A**.

SCHEDULE 3

STATE SPECIFIC PROVISIONS

[FLORIDA]

Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantity, 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.

SCHEDULE 4

BUYER'S INSURANCE GUIDELINES

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the Buyer and Seller. Such policies shall be from insurers with a minimum financial size category of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

These insurance requirements shall not limit the liability of the contractor. The Buyer and Seller do not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name the Buyer and Seller as an additional insured for bodily injury, property damage and personal and advertising injury caused, in whole or in part, by the contractor's acts or omissions; or the acts or omissions of those acting on the contractor's behalf; in the performance of the contractor's ongoing operations for the additional insured(s). Additional Insured Endorsement ISO Form CG 20 10 is required for the Commercial General Liability coverage.

Except for workers' compensation, the contractor waives its right of recovery against the Buyer and Seller, to the extent permitted by its insurance policies.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary.

Commercial General Liability Coverage - Occurrence Form Required

Commercial General Liability insurance with One Million Dollars (\$1,000,000) per occurrence and aggregate limits, including coverage parts of bodily injury, property damage, personal injury, product and completed operations, and contractual liability. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies (including employers liability required in the Workers' Compensation Coverage section) and the total amount of coverage required.

Automobile Coverage

Automobile Liability insurance with One Million Dollars (\$1,000,000) per occurrence and aggregate limits, to include bodily injury liability and property damage liability, arising out of the ownership and maintenance or use of any auto, which includes owned, non-owned and hired automobiles and employee non-ownership use.

Workers' Compensation Coverage

Workers' compensation insurance for all workers' compensation obligations imposed by state law and employers liability limits of at least \$100,000 each accident/\$100,000 each employee/\$500,000 policy limit for disease. The contractor shall also purchase any other coverage's required by law for the benefit of the employees.

Evidence/Certificates of Insurance

Required insurance shall be documented in Certificates of Insurance which reflect the Buyer and Seller as certificate holder. The certificate shall also include that the policy/policies is/are endorsed to provide Buyer and Seller at least 30 days in advance notice of cancellation, nonrenewal or adverse change.

New Certificates of Insurance are to be provided to the Buyer and Seller as least 15 days prior to coverage renewals.

If requested by the Buyer and Seller, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the Buyer and Seller, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

RESUME OF THE REGULAR BCC MEETING – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

10. Recommendation: That the Board, regarding the acquisition of real property for public boat ramp facilities on Lillian Highway, authorize staff to make an offer to RL REGI Florida, LLC, to purchase three contiguous parcels of real property (totaling approximately 40.03 acres), located at 10836 Lillian Highway, for the appraised amount of \$1,235,000, which is the highest of two appraisals, and subject to completion of the due diligence process; RL REGI, Florida, LLC, owns three contiguous parcels of property totaling approximately 40.03 acres, located at 10836 Lillian Highway, with frontage on Perdido Bay; the owners listed the property for sale for \$1,900,000; staff had an appraisal performed by G. Daniel Green, dated February 29, 2012, which placed a value of \$910,000; pursuant to Board policy, when property is valued at more than \$250,000, staff must acquire two appraisals; staff had another appraisal performed by Brantley & Associates, dated May 1, 2012, which placed a value of \$1,235,000 for the approximately 40.03 acres of property; the average of the two appraisals is \$1,072,500; the owners were not amenable to accepting the average price of the two appraisals and countered with an offer of \$1,235,000, which is the value placed on the property according to the Brantley appraisal; the owners indicated that they were firm on this price and were not amenable to accepting less; the acquisition of this property is funded by the Florida Boating Improvement Program and Local Option Sales Tax (LOST); improvements currently in the planning stage for the public boat ramp facilities on Lillian Highway (RL REGI Florida, LLC, property) are being funded by National Resource Damage Assessment (NRDA); NO FUNDING IS AVAILABLE AT THIS TIME TO MAKE ANY IMPROVEMENTS TO THIS PARCEL; **ANY FUNDING FOR SUCH IMPROVEMENTS WILL NEED TO BE THROUGH GRANTS OR INCLUDED IN THE NEXT ROUND OF LOCAL OPTION SALES TAX (LOST) IN 2017** (Funding Source: Fund 352, LOST III, Cost Center 220102, NESD Capital Projects, Project 08NE0018, Boat Ramps).

Approved 5-0

PARCEL 1[Back](#)

Source: Escambia County Property Appraiser

[Restore Full Page Version](#)

General Information		2011 Certified Roll Assessment	
Reference:	162S314002000027	Improvements:	\$0
Account:	093940100	Land:	\$744,906
Owners:	RL REGI FLORIDA LLC	Total:	\$744,906
Mail:	700 NW 107TH AVE STE 200 MIAMI, FL 33172	Save Our Homes:	\$0
Situs:	10836 LILLIAN HWY 32506	Disclaimer	
Use Code:	NON-AG ACREAGE	Amendment 1 Calculations	
Taxing Authority:	COUNTY MSTU		
Tax Inquiry:	Open Tax Inquiry Window		
Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector			
Sales Data		2011 Certified Roll Exemptions	
		None	
Sale Date	Book	Page	Value
			Type
			Official Records (New Window)
09/30/2010	6687	1350	\$912,600
08/20/2010	6628	953	\$2,252,600
10/2006	6016	1885	\$100
07/2004	5454	1715	\$2,070,000
07/2004	5454	1711	\$100
01/1912	1174	826	\$155,900
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court			
		Legal Description	
		GOV'T LT 1 LESS E 1980 FT & ALL THAT POR OF LT 4 LYING E OF CENTER OF CHANNELL OF BAYOU HERRON &...	
		Extra Features	
		None	

Parcel Information[Restore Map](#)[Get Map Image](#)[Launch Interactive Map](#)**Section Map Id:**[16-2S-31](#)**Approx. Acreage:**
29.4100**Zoned:**
[R-2](#)

PARCEL 2[Back](#)

Source: Escambia County Property Appraiser

[Restore Full Page Version](#)

General Information		2011 Certified Roll Assessment	
Reference:	162S314002000000	Improvements:	\$37,583
Account:	093922000	Land:	\$279,680
Owners:	RL REGI FLORIDA LLC		
Mail:	700 NW 107TH AVE STE 200 MIAMI, FL 33172	Total:	\$317,263
Situs:	10836 LILLIAN HWY 32506	Save Our Homes:	\$0
Use Code:	SINGLE FAMILY RESID	Disclaimer	
Taxing Authority:	COUNTY MSTU	Amendment 1 Calculations	
Tax Inquiry:	Open Tax Inquiry Window		
Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector			
Sales Data		2011 Certified Roll Exemptions	
		None	
Sale Date	Book	Page	Value
			Type
			Official Records (New Window)
09/30/2010	6687	1350	\$912,600
08/20/2010	6628	953	\$2,252,600
07/2004	5454	1715	\$2,070,000
01/1978	1188	748	\$100
			View Instr
			View Instr
			View Instr
			View Instr
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court			
		Legal Description	
		BEG 640 FT S OF NE COR OF LT 4 CONTINUE S 650 FT W PARL WITH N LI OF LT 750 FT TO CENTER OF CHANNEL...	
		Extra Features	
		FRAME GARAGE	

Parcel Information[Restore Map](#)[Get Map Image](#)[Launch Interactive Map](#)Section Map Id:
[16-2S-31](#)Approx. Acreage:
7.3100Zoned:
[R-2](#)

Buildings	
<div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;"> Building 1 - Address: 10836 LILLIAN HWY, Year Built: 1949, Effective Year: 1949 </div>	
<div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;"> Structural Elements </div> <p>FOUNDATION-WOOD/SUB FLOOR</p> <p>EXTERIOR WALL-ASBESTOS SIDING</p> <p>NO. PLUMBING FIXTURES-6.00</p> <p>DWELLING UNITS-1.00</p> <p>ROOF FRAMING-GABLE</p> <p>ROOF COVER-COMPOSITION SHG</p> <p>INTERIOR WALL-DRYWALL-PLASTER</p> <p>FLOOR COVER-PINE/SOFTWOOD</p> <p>NO. STORIES-1.00</p> <p>DECOR/MILLWORK-BELOW AVERAGE</p> <p>HEAT/AIR-CENTRAL H/AC</p> <p>STRUCTURAL FRAME-WOOD FRAME</p> <div style="border: 1px solid black; padding: 2px; margin-top: 5px;"> Areas - 1748 Total SF </div> <p>BASE AREA - 1488</p> <p>SCRN PORCH UNF - 260</p>	
Images	
None	

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

PARCEL 3[Back](#)**Source: Escambia County Property Appraiser**[Restore Full Page Version](#)

General Information					2011 Certified Roll Assessment	
Reference:	162S315006000000				Improvements:	\$0
Account:	093946000				Land:	\$134,490
Owners:	RL REGI FLORIDA LLC					
Mail:	700 NW 107TH AVE STE 200 MIAMI, FL 33172				Total:	\$134,490
Situs:	10800 LILLIAN HWY BLK 32506				Save Our Homes:	\$0
Use Code:	VACANT RESIDENTIAL				Disclaimer	
Taxing Authority:	COUNTY MSTU				Amendment 1 Calculations	
Tax Inquiry:	Open Tax Inquiry Window					
Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector						

Sales Data					2011 Certified Roll Exemptions	
					None	
					Legal Description	
					N 15A OF S 55A OF LT 5 OR 6687 P 1350 LESS OR 1055 P 144-BLANTON LESS MINERAL RIGHTS	
					Extra Features	
					None	

Official Records (New Window)				
Sale Date	Book	Page	Value	Type
09/30/2010	6687	1350	\$912,600	WD
08/20/2010	6628	953	\$2,252,600	WD
07/2004	5454	1715	\$2,070,000	WD
06/2004	5434	327	\$70,000	WD
01/1902	1078	910	\$12,500	WD
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court				

Parcel Information[Restore Map](#)[Get Map Image](#)[Launch Interactive Map](#)

Section Map Id:
[16-2S-31](#)

Approx. Acreage:
3.3100

Zoned:
[R-2](#)



LILLIAN HIGHWAY
40.03 ACRES-VACANT LAND
PARCEL 16-2S-31-4002-000-027, 16-2S-31-4002-000-000 &
16-2S-31-5006-000-000
PENSACOLA, FLORIDA 32506
ESCAMBIA COUNTY



G. Daniel Green
& ASSOCIATES

COMMERCIAL & RESIDENTIAL APPRAISAL, CONSULTING & SALES

103 baybridge drive • gulf breeze, fl 32562
tel 850.934.1797 • fax 850.932.8679

G. DANIEL GREEN & ASSOCIATES, INC.

Appraisals, Sales, & Consulting

SUMMARY APPRAISAL REPORT

SUBJECT PROPERTY

Lillian Highway
40.03 Acres Vacant Land
PARCEL 16-2S-31-4002-000-027, 16-2S-31-4002-000-000 &
16-2S-31-5006-000-000
Pensacola, FL 32506
Escambia County

REPORT DATE

February 29, 2012

INSPECTION DATE

February 27, 2012

CLIENT/INTENDED USER

Board of County Commissioners
Escambia County, FL
c/o Judy Cantrell or Larry Godwin
Public Works Department
3363 West Park Place
Pensacola, FL 32505

Prepared By:

G. Daniel Green, MAI, SRA

Certified General Appraiser

RZ836

G. Daniel Green & Associates, Inc.

103 Baybridge
Gulf Breeze, Florida 32561
Telephone (850) 934-1797
Fax (850) 932-8679
appraisal@gdanielgreen.com

February 29, 2012

Board of County Commissioners
Escambia County, FL
c/o Judy Cantrell or Larry Godwin
Public Works Department
3363 West Park Place
Pensacola, FL 32505

Re: Lillian Highway
40.03 Acres Vacant Land
Parcel 16-2S-31-4002-000-027, 16-2S-31-4002-000-000 & 16-2S-31-5006-000-000
Pensacola, FL 32506, Escambia County

Dear Ms. Cantrell or Mr. Godwin:

In response to your request, we have conducted the required investigation, gathered the necessary data, and made certain analyses that have enabled us to form an opinion of the current market value of the fee simple interest in the above captioned subject property.

Based on the inspection of our office, and the investigation and analyses undertaken, we have formed the opinion, as of February 27, 2012, the date of inspection, subject to the attached assumptions and limiting conditions, the subject property has a market value of:

\$910,000
NINE HUNDRED AND TEN THOUSAND DOLLARS
AS-IS
FEE SIMPLE INTEREST
February 27, 2012



Ms. Cantrell or Mr. Godwin:

February 29, 2012

The above value opinion is subject to the limiting conditions and general assumptions set forth in this document.

Exposure Time: The exposure time linked to the final value opinion for subject property is estimated to be eighteen (18) to twenty four (24) months based on market sales of similar properties and current market activity.

Marketing time at concluded value estimate: We estimate the marketing time for the subject property to be eighteen (18) to twenty four (24) months.

The following is a summary report of an appraisal utilizing the Direct Sales Comparison approach to value, solely. Due to the subject property being vacant land, the Income and Cost Approaches to value have been omitted. As such, the Direct Sales Comparison Approach will be utilized to provide an indication of the Market Value of the Fee Simple Interest in the subject. This report has been prepared utilizing all of the requirements set forth as standards for real estate appraisals established for federally related transactions by the Comptroller of the Currency, the Federal Reserve Board, the Federal Deposit Insurance Corporation, the State of Florida, including Federal regulations as stipulated by all appropriate federal regulatory agencies under the most recent Real Estate Appraisal ruling (12 CFR Par 34-Title XI of FIRREA).

The appraisal is in conformity with the standards for real estate appraisals as established by the Appraisal Foundation and its Appraisal Standards Board. It is intended to comply with the requirements set forth under Standards Rule 2 of the *Uniform Standards of Professional Appraisal Practice* (USPAP) effective January 1, 2010 adopted by the Appraisal Foundation. The fee for this appraisal was not based on value nor was the assignment undertaken based on a predetermined value, trend in value or a minimum or maximum value. The report presents summarized discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's credible opinion of value. The depth of discussion contained in the report is specific to the needs of the client and for the intended use stated in the report. The content of this Summary level report includes all specification in USPAP as defined in Standards Rule 2 -2 (b) and through the scope of work have concluded to a credible opinion of value.

In addition to the included assumptions and limiting conditions, the following also apply:

- 1. The Escambia County Property Appraiser's website was used as a reference to extract the acreage measurements for the subject property. No additional information was provided to our office by the client or any third party. All representations (i.e. site dimensions, county information, etc.) in this appraisal report are based on the best information available and are accurate to the best of the appraiser's knowledge at the time of observation. The reader should perform his/her own due diligence when reading the appraisal report. It is an extraordinary assumption that these calculations are correct and if any information is provided to our office stating otherwise all opinions, conclusions or determination of values in this appraisal report may be subject to change.*
- 2. The Escambia County Public Works Department "authored" an aerial photograph of the subject property. These three parcels, totaling approximately 40 acres, are thought to be 25% wet in nature. The wetlands are denoted by cross hatch markings on the photo (furnished on page 33 of the appraisal) and account for approximately 10 acres. This appraisal is based on the premise that the subject property indeed only has 10 acres that are wet in nature. Should this information be inaccurate, this appraisal and all value indications arrived at herein may be considered invalid and subject to review by the appraiser signing this report.*
- 3. The Escambia County Property Appraiser's website indicates "Parcel B" is improved with a 1,488 square foot home that was built in 1949. All aerial imagery indicates this structure no longer exists. This report is therefore, written based on the extraordinary assumption that this structure has indeed been razed or is of little to no contributory value to the subject property. If this extraordinary assumption is invalid, all opinions, conclusions or determination of values within this report may be subject to change.*
- 4. The appraiser also reserves the right to alter opinions of value contained in this appraisal report on the basis of information withheld or not discovered in the normal course of diligent investigation.*

Respectfully submitted,



G. Daniel Green, MAISRA
State-Certified General
Real Estate Appraiser #RZ836

LILLIAN HIGHWAY - 40.03 ACRES

SUMMARY OF SALIENT FACTS AND IMPORTANT CONCLUSIONS

PROPERTY IDENTIFICATION: 40.03 acres of vacant land off of Lillian Highway, located in Pensacola, Florida, in Escambia County, Florida.

OWNERSHIP: RL REGI FLORIDA LLC
700 NW 107th Avenue Suite 200
Miami, Florida 33172

LOCATION OF PROPERTY: Located on the northwest side of Lillian Highway, in Pensacola, Florida. The property is portion of Section 16, Township 2 South, Range 31 West, Escambia County, Florida.

PURPOSE OF APPRAISAL: The purpose of this appraisal is to provide an opinion of the market value of the fee simple interest as of a current date and the prospective date of completion.

PROPERTY RIGHTS APPRAISED: Fee simple ownership rights.

DATE OF REPORT: February 29, 2012

DATE OF VALUATION: February 27, 2012- As-Is Value & Date of Inspection

ASSESSMENT: \$1,196,659- per Escambia County Records

TAXES: \$18,117 as of 12/31/11 - see tax section for more detail

ZONING CLASSIFICATION: R2, Single-Family Residential District, Low Density (Escambia County) - see zoning section for more detail

SITE AREA: 40.03 +/- Acres or 1,743,707 SF -of which 10/ Ac is deemed wetlands by Escambia Co. Public Works

HIGHEST AND BEST USE

AS VACANT Hold for Future Development

AS IMPROVED Residential Single Family Development



LILLIAN HIGHWAY - 40.03 ACRES

VALUE INDICATIONS:

Direct Sales Comparison Approach \$910,000

Final Value Opinion **\$910,000**



IDENTIFICATION OF TYPE OF APPRAISAL AND REPORT FORMAT

This is a complete summary appraisal report that is intended to comply with the reporting requirements set forth by the Uniform Standards of Professional Appraisal Practice.

APPRAISAL PREPARED FOR & INTENDED USER

Board of County Commissioners
Escambia County, FL
c/o Judy Cantrell or Larry Godwin
Public Works Department
3363 West Park Place
Pensacola, FL 32505

PURPOSE OF APPRAISAL

The purpose of this appraisal is to provide an opinion of the fee simple value of the subject property as of the effective date of this appraisal.

INTENDED USE OF APPRAISAL

It is our understanding this appraisal shall serve as a valuation guideline for internal decision-making.

DATE OF REPORT

February 29, 2012

DATE OF VALUE OPINION

February 27, 2012 – “As-Is” value & Date of Inspection

PROPERTY RIGHTS TO BE APPRAISED

The property rights appraised include all present and future benefits and rights of the property associated with the *fee simple* ownership position, free and clear of other leases, mortgage indebtedness, other liens or special assessments against the property. The Appraisal Institute defines Fee Simple ownership rights as “absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat”.

1 2002 The Dictionary of Real Estate Appraisal – Fourth Edition



SCOPE OF WORK

Scope of Work is defined in the preamble to Standard 1 as follows: The type and extent of research and analysis in an assignment.

"In developing a real property appraisal, an appraiser must identify the problem to be solved, determine the scope of work necessary to solve the problem and correctly complete research and analyses necessary to produce a credible appraisal."

Identification of the Problem:

As stated previously, we have been engaged by the Board of County Commissioners, Escambia County, FL, c/o Larry Godwin or Judy Cantrell, Public Works Department, 3363 West Park Place, Pensacola, FL 32505 to develop the "As-Is" market value of the fee simple interest in the property located on Lillian Highway, Pensacola, FL 32506 and identified by the Escambia County Property Appraiser's Office by Parcel ID #16-2S-31-4002-000-027, 16-2S-31-4002-000-000 & 16-2S-31-5006-000-000. This property is in the southern portion of Escambia County.

Determine the scope of work necessary to solve the problem and correctly complete research and analyses necessary to produce a credible appraisal:

The subject property was observed, photographed and analyzed.

Neighborhood influences were analyzed and considered. Market forces were analyzed including the supply and anticipated supply of comparable properties, sales and listings of comparable properties. Other activities undertaken included examination of commercial real estate values, site development costs, expected levels of developers profit and zoning and land use regulations.

Local and national data sources were reviewed for timely factors, rates, costs and values as they pertained to the subject property as of the date of valuation. This was supplemented with interviews of real estate brokers in the Escambia County market area.

Primary data concerning region, neighborhood and the property was obtained through discussions with city and county government officials, taxing authority, zoning authority, the Escambia County Property Appraiser's Office and market participants.

Specific market data utilized in this valuation analysis was collected from inner-office files and from the public records of various counties within the Florida panhandle (as compiled by Metro Market Trends, Inc., a real estate database company). A party to each sale was contacted whenever possible to verify and confirm the transaction data contained in the public records.

The nature of the market data collected has been determined based upon a thorough analysis of the subject property and resulting highest and best use analyses. Within the confines of this analysis, we have made an examination of all available and pertinent



LILLIAN HIGHWAY - 40.03 ACRES

market data that could be located within a minimum time frame of at least six months before the effective date of the appraisal. However, this search has been extended substantially in many areas in order to obtain a sufficient quantity of market data.

The extent of reporting the data has been governed by the Uniform Standards of Professional Appraisal Practice. Also, the selection of the data reported is limited to that information which is considered to be relevant to the assignment and to the purpose of the appraisal, under the terms of the highest and best use conclusions rendered herein.

The following information has been relied upon and/or considered in the performance of this valuation analysis:

- Aerial and section maps prepared by the Escambia County Property Appraiser's Office and available on their website.
- Zoning of the subject and comparable sales data compiled from Escambia County and the City of Pensacola.
- Personal observation of the subject property

After considering the analyses of the data using the applicable approaches to value, a final opinion of the market value of the fee simple interest will be provided. This report constitutes a summary appraisal analysis.

This Summary appraisal utilizes one approach to value, the Direct Sales Comparison Approach. The Cost and Income Approaches do not apply to the subject property due to the fact that we are valuing vacant land.

The Direct Sales Comparison Approach will utilize the sales of comparable vacant land properties within the subject's market area. Adjustments for differences in financing, size, shape, and other pertinent conditions of sale will be considered. After appropriate adjustment, a value indication for the subject via the Direct Sales Comparison Approach will be derived.



DEFINITION OF MARKET VALUE

"The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

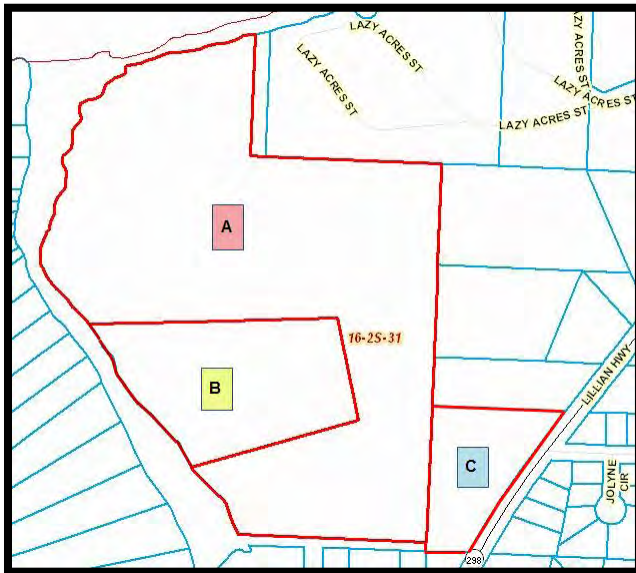
- a) buyer and seller are typically motivated;
- b) both parties are well informed or well advised and acting in what they consider their own best interests;
- c) a reasonable time is allowed for exposure in the open market;
- d) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- e) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."¹

* Federal Deposit Insurance Corporation (FDIC) definition of market value based on: OCC: 12 CFR 34, subpart D;
FRB: 12 CFR Part 208, subpart C; FDIC: 12 CFR Part 365; and OTS: 12 CFR Parts 545 and 563.



LILLIAN HIGHWAY - 40.03 ACRES

PARCEL MAP PER ESCAMBIA COUNTY



AERIAL MAP PER ESCAMBIA COUNTY



LILLIAN HIGHWAY - 40.03 ACRES

SITE DESCRIPTION

Parcel Address:

Lillian Highway, Pensacola, Florida 32506, Escambia County.

Dimensions and Area:

The subject property has irregular dimensions and has a total site area of 40.03 +/- acres or 1,743,707 +/- SF.

Shape:

The subject property is irregular in shape individually and collectively.



Easements:

None are known. No information was provided to our office on the presence of easement that may affect the value in any way.

Topography:

The subject property is rolling and typical for the area, but includes some wetland areas as detailed below.

Location in Block:

The subject property is an interior parcel with 590 +/- feet of frontage to Lillian Highway.

Street Improvements:

Lillian Highway is a two lane, county maintained highway that is in average condition.

Utilities:

ECUA provides water and garbage service. A septic tank is required for sewer services.

Environmental:

We are not aware of any environmental contamination evident to this property with no visible sources noted upon inspection, however, we are not experts in this matter and a qualified professional should evaluate this land prior to any closing.



Location:

Location adjustments are applied for use, in this case commercial/multi-family residential use, are quantifiable based on a number of issues such as traffic count, convenience, parking etc. The subject property and Sale 3 offer a 9,400 AADT, while comparable Sales 1 and 2 are traveled by less than 5,900 cars daily. Given these traffic counts, applicable parking, and convenience, each sale received applicable adjustment for location.

Topography:

The subject property is relatively level. All sales are similar.

Zoning:

Zoning is considered significant due to the County's allowable development on a certain parcel. The subject is zoned R-2, allowing for 4 dwellings per acre. Comparable Sales 1 and 2 have similar zoning so no adjustment is noted. Sale 3 has less restrictive zoning and required a downward adjustment.

Road Frontage:

The number of front feet is essential to determining the value of a vacant land parcel. The greater the frontage along a specific road/highway and/or waterway, the more valuable and attractive the parcel becomes to a potential buyer. The subject has substantial Lillian Highway and Perdido Bay frontage. None of the comparable sales required an adjustment after calculating the roadfrontage/parcel size ratio for the subject and the comparables.

Site Acreage:

Acreage adjustments are applied where great anomalies are apparent in the size of the comparable sales. The adjustments made here may seem analogous to the process, however due to the laws of economy of scale, larger parcels of vacant commercial land will reflect less value in terms of price per acre as compared to smaller parcels even though the value of the piece may be greater. Keeping this theory in mind, all three sales required a negative adjustment; Sale # 3 being the largest at -20%.

Utilities:

The availability of utilities is important when developing a site. All comparable sales as well as the subject property have adequate access to utilities. No adjustments were deemed necessary.

Shape:

The shape of a parcel is important for development purposes. The more rectangular a parcel is, the more a parcel can be utilized by a potential developer. The subject property and Sale 3 are irregular in shape. Sale 1 and 2 merited a small negative adjustment for their rectangular shape.



LILLIAN HIGHWAY - 40.03 ACRES

Corner/Interior:

Corner parcels in the commercial market usually sell for more than interior parcels due to their dual frontage. The subject property and all sales are interior parcels; therefore, no adjustments are applied.

Water Frontage:

The subject property has Bridge Creek frontage as well as 450 feet fronting Perdido Bay. Sale 1 has 303' on Escambia Bay; small positive adjustment. Sale 2 has only 95' on Escambia Bay; inferior adjustment. Sale 3 has 278' on Bridge Creek; inferior adjustment.

Reconciliation

The range of price per acre values has been narrowed due to the adjustments to reflect a value of \$17,895, \$18,567, & \$31,237 per acre of property with a mean value of \$22,566. This indicates a range in value for the subject property between \$716,337 and \$1,250,417. All three comparable sales are considered good to excellent indicators of value for the subject property. We gave most weight towards comparable Sales 1 & 3 as they required the least amount of gross adjustments. The following grid illustrates the relative weighting process applied to arrive at our indicator of value for the subject property.

Comparable Sale	Address	Adj Price/Acre	% Applied	Indicator
Sale 1	1499 Pearson Road	\$17,895	40%	\$7,158
Sale 2	1479 Pearson Road	\$18,567	25%	\$4,642
Sale 3	10900 Lillian Highway	\$31,237	35%	\$10,933
Total				\$22,733
Rounded				

Site Size(Acres)	Reconciled Price/ AC	Overall Value
40.03	\$22,733	\$910,002
Rounded to		\$910,000

\$910,000
NINE HUNDRED AND TEN THOUSAND DOLLARS
VIA THE DIRECT SALES COMPARISON APPROACH
FEBRUARY 27, 2012



RECONCILIATION AND FINAL VALUE OPINION

The final reconciliation section discusses the respective value indications, analysis of the methods used, and the strength of the data compiled for each technique, and explains the reasoning behind identifying a single point of value.

The purpose and ultimate goal of the reconciliation is to form a meaningful, credible conclusion about the final opinion of value.

The one approach to value provided the following value indication:

Direct Sales Comparison Approach	\$910,000
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Direct Sales Comparison Approach

When an adequate amount of data is available, the sales comparison approach is the best valuation technique because it directly reflects buyers and sellers actions. In this analysis, all of the sales in the direct comparison grid are in the general area, are fairly recent, and all are reasonably similar type properties. These sales were analyzed with a quantitative/qualitative analysis and, after accounting for minor physical differences, a range of value was developed and reconciled, which is consistent with market practice. The direct sales comparison approach is felt to be a good indicator.

Final Value Opinions

The Direct Sales Comparison and Income Approaches to value lent very good support to this indication of value. After reviewing the strengths and weaknesses of the data and methods for the valuation techniques, slightly more weight is accorded the Sales Comparison Approach, based on similarity of the comparable sales data, with relatively consistent results from the adjustment process, and the inherent weakness in the Income Approach when applied to an owner occupied property, with respect to establishing economic rent, rather than addressing contract rent such as with a lease. Therefore the final value opinion for the fee simple interest in the appraised property is reconciled to:

\$910,000
NINE HUNDRED AND TEN THOUSAND DOLLARS
"AS-IS" VALUE
FEE SIMPLE INTEREST
FEBRUARY 27, 2012

G. Daniel Green MAI, SRA is currently certified under the voluntary continuing education program of the Appraisal Institute.

Due to the current market uncertainty in the US and local real estate economy, the opinions and conclusions herein are effective as of the appraisal date only.



In addition to the included assumptions and limiting conditions, the following also apply:

1. *The Escambia County Property Appraiser's website was used as a reference to extract the acreage measurements for the subject property. No additional information was provided to our office by the client or any third party. All representations (i.e. site dimensions, county information, etc.) in this appraisal report are based on the best information available and are accurate to the best of the appraiser's knowledge at the time of observation. The reader should perform his/her own due diligence when reading the appraisal report. It is an extraordinary assumption that these calculations are correct and if any information is provided to our office stating otherwise all opinions, conclusions or determination of values in this appraisal report may be subject to change.*
2. *The Escambia County Public Works Department "authored" an aerial photograph of the subject property. These three parcels, totally approximately 40 acres, are thought to be 25% wet in nature. The wetlands are denoted by cross hatch markings on the photo (furnished on page 33 of the appraisal) and account for approximately 10 acres. This appraisal is based on the premise that the subject property indeed only has 10 acres that are wet in nature. Should this information be inaccurate, this appraisal and all value indications arrived at herein may be considered invalid and subject to review by the appraiser signing this report.*
3. *The Escambia County Property Appraiser's website indicates "Parcel B" is improved with a 1,488 square foot home that was built in 1949. All aerial imagery indicates this structure no longer exists. This report is therefore, written based on the extraordinary assumption that this structure has indeed been razed or is of little to no contributory value to the subject property. If this extraordinary assumption is invalid, all opinions, conclusions or determination of values within this report may be subject to change.*
4. *The appraiser also reserves the right to alter opinions of value contained in this appraisal report on the basis of information withheld or not discovered in the normal course of diligent investigation.*

Exposure Time: The exposure time linked to the final value opinion for subject property is estimated to be eighteen (18) to twenty four (24) months based on market sales of similar properties and current market activity.

Marketing time at concluded value estimate: We estimate the marketing time for the subject property to be eighteen (18) to twenty four (24) months.

Respectfully Submitted,



G. Daniel Green, MAI, SRA
State-Certified General Real Estate Appraiser RZ836



SUMMARY APPRAISAL REPORT

WATERFRONT RESIDENTIAL ACREAGE

LOCATED AT 10836 LILLIAN HIGHWAY AND HERON'S BAYOU
IN PENSACOLA, ESCAMBIA COUNTY, FLORIDA

AS OF APRIL 26, 2012

B&A File No.: VWF12MM6862; Client File No.: P.O. 121166



PREPARED FOR
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE, 2ND FLOOR, SUITE 11, 101
PENSACOLA, FLORIDA 32591

BY
BRANTLEY & ASSOCIATES

REAL ESTATE APPRAISAL CORPORATION

100 NORTH SPRING STREET POST OFFICE 12505 PENSACOLA, FLORIDA 32591-2505
PHONE: (850) 433-5075 FAX: (850) 438-0617 EMAIL: shawnbrantley@brantleyassociates.com



R. SHAWN BRANTLEY, MAI



Individual Member

Brantley & Associates Real Estate Appraisal Corp.

Mobile

*

Pensacola

*

Panama City

R. Shawn Brantley, MAI, CCIM

FL: Cert Gen RZ 289

AL: Certified General Real Property Appraiser G00419

Barbara M. Martin, MAI

FL: Cert Gen RZ 2552

Bruce A. Black

FL: Cert Gen RZ 2714

Barbara S. Brantley, CPA

Administration & Finance

David C. Singleton, MBA

FL: Trainee RI 23431

AL: Certified General Real Property Appraiser G01003

Torri L. Matherne

FL: Cert Gen RZ 2987

Michael Miragliotta

FL: Cert Gen RZ 2173

May 1, 2012

Judy Cantrell
Real Estate Acquisition Specialist
Board of County Commissioners,
Escambia County Florida
213 Palafox Place, 2nd floor, Suite 11, 101
Pensacola, Florida 32591

Re: Summary Appraisal Report of residential waterfront land
at the 10836 Lillian Highway, along Heron's Bayou,
Pensacola, Escambia County, FL. B & A File #:
VWF12MM6862; PO 121166

Dear Ms. Cantrell:

Per your request, we have made a personal inspection of the above referenced property for the purpose of obtaining an opinion of the fee-simple market value, as of the effective date cited herein.

The appraised property is 33.8 effective acres of waterfront, residential land. The property is located at the 10836 Lillian Highway, just north of Highway 98, and on the east bank of Heron's Bayou, in Pensacola, Escambia County, Florida.

The date of inspection of the subject property was April 26, 2012, which is the effective date of this report. We have analyzed the data, made comparative analysis for the subject, and have obtained an opinion of the fee-simple market value of the above referenced property, as of the April 26, 2012, at:

FINAL VALUE ESTIMATE
ONE MILLION TWO HUNDRED THIRTY FIVE THOUSAND DOLLARS
(\$1,235,000)

INCLUDING AN ALLOWANCE FOR ACCOMPLISHED ENGINEERING & FOR DEMOLITION

ALLOCATED AS FOLLOWS:

As Clean Land Value Only	\$1,220,000
ADD: Intangible Value of engineering and survey documents:	\$ 30,000
<u>DEDUCT: Estimated cost of demolition and removal</u>	<u>(\$ 15,000)</u>
Final Value Estimate:	\$1,235,000



R. SHAWN BRANTLEY, MAI

POST OFFICE BOX 12505 · PENSACOLA, FLORIDA 32591
shawnbrantley@brantleyassociates.com · www.brantleyassociates.com · (850) 433-5075

The above value opinion is subject to the limiting conditions and general assumptions included in the body of this report plus the following extraordinary assumptions and/or hypothetical conditions:

- (1) We discovered an abandoned, rusted aboveground fuel storage tank on the subject property (see photography). We are not experts in the detection of environmental contamination. We have appraised the subject property under the extraordinary assumption that it is free of any type of environmental contamination. We recommend that any reader secure appropriate environmental studies to ascertain the presence or absence of any type of contamination. This valuation is pertinent only to the market value of the property if it is found free of environmental contamination of any type.**
- (2) We discovered a Preliminary Plat and expired Development order for a stalled subdivision of the subject property and we have relied upon the acreage estimates and other information associated with this information in completing this appraisal. We assume it to be correct.**

This is a Summary Appraisal Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report. As such, it presents only summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use. The appraiser is not responsible for unauthorized use of this report.

The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated herein. The appraiser is not responsible for unauthorized use of this report. This appraisal assignment was not made, nor was the appraisal rendered on the basis of a requested minimum valuation, specific valuation, or an amount that would result in the approval of a loan.

We appreciate the opportunity of doing this work for you. If there should be any questions, please do not hesitate to call.

Sincerely,



R. Shawn Brantley, MAI, CCIM
Cert Gen RZ 289
Florida



Michael Miragliotta
Cert Gen RZ 2183
Florida

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

PROPERTY IDENTIFICATION:	Waterfront residential land
OWNERSHIP:	RL REGI Florida, LLC 700 NW 107 th Ave, Suite 200 Miami, FL 33172
LOCATION OF PROPERTY:	10836 Lillian Highway Pensacola, Florida 32506
PURPOSE/INTENDED USE:	To obtain an opinion of the market value of the subject property, as of the effective date.
PROPERTY RIGHTS APPRAISED:	Fee-Simple
DATE OF VALUATION:	April 26, 2012
DATE OF REPORT:	May 1, 2012
2011 ASSESSMENTS:	\$1,196,659
2011 TAXES:	\$18,676.91
ZONING DISTRICT:	R-2, Residential
FUTURE LAND USE:	MU-S, Mixed Use Suburban
LAND AREA:	33.8 acres
HIGHEST AND BEST USE "AS VACANT":	Recreational Residential
<u>VALUATION:</u>	
FINAL VALUE OPINION:	\$1,235,000

DATE OF REPORT

May 1, 2012, which is the day the report was completed and sent to the client.

DATE OF INSPECTION

The property was last inspected on April 26, 2012.

DATE OF VALUE ESTIMATE

April 26, 2012.

PROPERTY RIGHTS TO BE APPRAISED

We have appraised the fee simple estate in the subject property. Fee Simple is essentially the highest ownership interest possible that can be had in real property; however, it is limited by governmental powers of taxation, eminent domain, police power, and escheat; and it could also be limited further by certain encumbrances or conditions in the deed or other limitations of record.

LEGAL DESCRIPTION

A copy of the legal description for the subject was obtained from the last deed of record, a Special Warranty Deed in OR Book 6687, Page 1350 identified as Parcels 1 and 2.

INTENDED USE OF APPRAISAL

It is our understanding that this appraisal will be used for assisting the client in potential acquisition of the property.

INTENDED USER OF APPRAISAL REPORT

The intended user of this report is our client, Escambia County Board of County Commissioners.

PURPOSE OF THE APPRAISAL

The purpose of this appraisal is to estimate the market value of subject as of the date specified.

SCOPE AND EXTENT OF DATA COLLECTION AND ANALYSIS

The scope of the appraisal encompasses the necessary research and analysis to prepare a report in accordance with the intended use. Primary data concerning region, neighborhood and the property was obtained through discussions with city and county government officials, Escambia County Property Appraiser, Escambia County Planning and Zoning Department, Escambia County Public Records, Escambia County Tax Collector, GIS and aerial maps and local utility companies. We were also provided a topographical survey of the subject site, which defines specific upland and wetland areas, upon which we rely for definition of the subject property. Secondary data was obtained from the Northwest Florida Regional Planning Council, the Chamber of Commerce, Realtor Publications and Metro Market Trends (a local data base company).

This firm has completed a number of appraisal assignments in the immediate area. The appraiser was able to identify the subject property utilizing information provided by the public records. After inspecting the property, we have gathered the necessary information for use with the sales comparison approach to value. The appraiser gathered this information from public records, Pensacola Multiple Listing Service, and Metro Market Trends (a data base company). The sales comparison method will involve physical comparison with similar undeveloped properties, which have sold recently. After obtaining a value indication from this approach, we reconcile to a final value estimate.

The nature of the market data collected has been determined based upon a thorough inspection of the subject property and resulting highest and best use analysis. For this Summary appraisal report, data collected during inspection of the subject property included extensive observation, photographing, and traversing through navigable interior roadways. Within the confines of this analysis, the appraiser has made an examination of all available and pertinent market data that could be located within a minimum time frame of at least six months before the effective date of the appraisal. However, this search has been extended substantially in many areas, in order to obtain a sufficient quantity of market data. The search was limited to the SMSA of Escambia and Santa Rosa County, Florida and Southeast Alabama, with the most emphasis placed on those areas most proximate or similar to the subject. Also, the selection of the data reported is limited to that data which the appraiser considers relevant to the assignment and to the purpose of the appraisal, under the terms of the highest and best use conclusions rendered herein.

Research of comparable land sales included small land parcels within Escambia, Santa Rosa, and Baldwin Counties. Although we selected the most recent comparable sales for comparison, the time period of our search included the present date back to

January 2007. Data sources employed include discussions with city and county government officials, County Property Appraisers, County Planning and Zoning Departments, County Public Records, County Tax Collectors, GIS and aerial maps, Realtor Publications, Metro Market Trends, and local utility companies.

After careful analysis of the data collected, the appraiser has given consideration to all three approaches to value. The inapplicability of any approach is noted in the report. Similarly, the confirmation of sales is noted with respect to each. The report is prepared in compliance with the Uniform Standards of Professional Appraisal Practice. The report is a Summary appraisal report.

ASSESSMENT AND TAXES

The subject property is identified by the Escambia County Property Appraiser's Office as Parcel ID No's. 16-2S-31-4002-000-027, 16-2S-31-4002-000-RL REGI Florida, LLC, 700 NW 107th Avenue, Suite 200, Miami, Florida 33172. The total 2011 assessment is reported as \$1,196,659, allocated \$1,159,076 to the land. The total 2011 tax liability for the subject property is \$18,676.91, including \$102.89 for fire tax. We are not aware of any special tax assessments that are pertinent to the subject.

PROPERTY REFERENCE NO.	ACREAGE PER COUNTY	2011 ASSESSEMENT		2011 TAXES
		LAND	IMPROVEMENTS	
16-2S-31-4002-000-027	29.41	\$744,906.00	\$0.00	\$11,573.06
16-2S-31-4002-000-000	7.31	\$279,680.00	\$37,583.00	\$5,004.41
16-2S-31-5006-000-000	3.31	\$134,490.00	\$0.00	\$2,098.57
TOTAL	40.03	\$1,159,076.00	\$37,583.00	\$18,676.04

HISTORY OF PROPERTY

The most recent transaction regarding the property occurred in a Special Warranty Deed recorded on February 9, 2011 in the Escambia County Public Records Book 6687, on Page 1350 in which the subject property was transferred from Regions Bank, an Alabama Corporation (Grantor) to RL REGI Florida, LLC, a Florida Limited Liability company (Grantee).

Prior to this transaction the transfer of the subject property occurred in a Warranty Deed/Deed in Lieu of Foreclosure recorded in Escambia County Public Records Book 6628 Page 953. On August 25, 2010, Regions Bank acquired the subject from Heron's Forest Development Company, a Florida Corporation. This is for an indicated consideration of \$2,252,571, which likely represents the outstanding balance of a defaulted mortgage loan. On February 9, 2011, Regions Bank transferred the subject property to RL REGI Florida, LLC for consideration of \$912,600 based on the documentary stamp tax of \$6,388.20. We researched the grantee but were unable

to identify the principals. We have been unable to determine if this is an “arm’s length” transaction, but suspect that it is not. Copies of these deeds have been placed in the addenda for the reader’s reference.

These transactions do not appear to represent an open market transaction and they included additional property that is not part of the subject property. Therefore we did not rely on it in our valuation process.

We are not aware of any active listings, contracts or sale or transactions other that show above involving the subject property.

We discovered a Preliminary Plat Development Order dated April 11, 2006 for “Lillian’s Bayou” effectuating a subdivision of the subject property for 71 single family residential lots (2.31 lots / usable acre) along with paved street with curb. The Development Order was extended to April 6, 2011 at which time it expired. We have placed the Preliminary Plat Development Order and extension letter in the addenda of this report. According to Mr. Wayne Parker of Parker Merrill Shaw, Inc. a principal of the firm that performed the engineering and surveying, the cost to conduct the engineering services and other matters necessary to obtain the Development Order, was about \$60,000.

GENERAL AREA DATA

A detailed description and analysis of the broad market area is included in the addenda. Based on our analysis, we are of the opinion that the demand for real estate should remain generally consistent in the broad market area.

SITE DATA

The subject site has an irregular configuration due the meandering shoreline of Perdido Bay, Heron's Bayou and the curving of Lillian Highway. The dimensions of the parcel are depicted on exhibits near the front of this report. The property is accessed by Lillian Highway, a paved 2-lane roadway.

A wetlands survey available from the Escambia County GIS mapping system identifies wetland along the east and west sides of the subject property. We have included this wetland map and latest survey prepared by Merrill Parker Shaw, Inc. in the front of this report for the reader's reference. These documents indicate that about 30% of the 33.8 acres of the sites developable area is wetlands and we would expect that certain areas along the shoreline are subject to recurrent flood during rising tidal waters.

The public records of the Escambia County Property Appraiser show the gross area of the subject site at 40.03 acres. We obtained from the Escambia County Planning Department an expired Preliminary Plat Development Order issued in April 11, 2006, showing the proposed subdivision was of 33.8 acres, which excludes the undevelopable sawgrass area (+6 acres apparently un-useable sawgrass & recurrently flooded land subject to governmental sovereignty). The 33.8 acres includes 10.32 acres of ACOE wetlands. A copy of the Preliminary Plat has been placed in the addenda. Therefore, we have concluded the potentially usable (or land that might be environmentally permitted for construction) to be 33.8 acres (effective land area).

All utilities are available to the subject property. Gravity sanitary sewer is nearby, on Lillian Highway. The site has very little slope, but based on the water direction the slope is to the north and northwest, terminating at the shoreline of Heron's Bayou and Perdido Bay.

Land Value Analysis - We have an adjusted value range from \$28,796 to \$37,475 with a mean of \$34,546. Given the subjects sweeping bay view and impressive uplands, we reconcile towards the upper end of the range at \$36,000 per acre. Applied to the subject's 33.8 effective acres, this renders \$1,216,800, which has been rounded to \$1,220,000.

As previously discussed we have considered the intangible value of the engineering and survey development plans completed by Merrill Parker Shaw, Inc. as mentioned in the site description section. Development plans including wet land surveys, engineering and approvals that cost about \$60,000. It is our opinion these documents contribute an intangible value because they provide wetland determinations, surveying and additional benefits that could be used by a potential buyer. We believe a buyer would be willing to pay a contributory value of 50% of the cost or \$30,000, based upon the value of the documents to the property but also considering that they are costs already expended and basically encompassed within a captive or limited market for such engineering services.

We have also considered the cost to remove the abandoned buildings, rusted fuel storage tank and large pile of paving aggregate at \$15,000.

FINAL VALUE ESTIMATE
ONE MILLION TWO HUNDRED THIRTY FIVE THOUSAND DOLLARS
(\$1,235,000)
INCLUDING AN ALLOWANCE FOR ACCOMPLISHED ENGINEERING &
FOR DEMOLITION

ALLOCATED AS FOLLOWS:

Land Value As Clean	\$1,220,000
ADD: Intangible Value of engineering and survey documents:	\$30,000
DEDUCT: Estimated cost of demolition and removal	(\$15,000)
Final Value Estimate:	\$1,235,000

PARCEL 1[Back](#)

Source: Escambia County Property Appraiser

[Restore Full Page Version](#)

General Information					2011 Certified Roll Assessment	
Reference:	1625314002000027				Improvements:	\$0
Account:	093940100				Land:	\$744,906
Owners:	RL REGI FLORIDA LLC				Total:	\$744,906
Mail:	700 NW 107TH AVE STE 200 MIAMI, FL 33172				Save Our Homes:	\$0
Situs:	10836 LILLIAN HWY 32506				Disclaimer	
Use Code:	NON-AG ACREAGE				Amendment 1 Calculations	
Taxing Authority:	COUNTY MSTU					
Tax Inquiry:	Open Tax Inquiry Window					
Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector						
Sales Data					2011 Certified Roll Exemptions	
					None	
Sale Date	Book	Page	Value	Type	Official Records (New Window)	
09/30/2010	6687	1350	\$912,600	WD	View Instr	
08/20/2010	6628	953	\$2,252,600	WD	View Instr	
10/2006	6016	1885	\$100	QC	View Instr	
07/2004	5454	1715	\$2,070,000	WD	View Instr	
07/2004	5454	1711	\$100	QC	View Instr	
01/1912	1174	826	\$155,900	WD	View Instr	
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court						
					Extra Features	
					None	

Parcel Information[Restore Map](#)[Get Map Image](#) [Launch Interactive Map](#)**Section Map**

Id:

[16-2S-31](#)Approx.
Acreage:
29.4100

Zoned: |

[R-2](#)

PARCEL 2[Back](#)

Source: Escambia County Property Appraiser

[Restore Full Page Version](#)

General Information					2011 Certified Roll Assessment	
Reference:	1625314002000000				Improvements:	\$37,583
Account:	093922000				Land:	\$279,680
Owners:	RL REGI FLORIDA LLC				Total:	\$317,263
Mail:	700 NW 107TH AVE STE 200 MIAMI, FL 33172				Save Our Homes:	\$0
Situs:	10836 LILLIAN HWY 32506				Disclaimer	
Use Code:	SINGLE FAMILY RESID				Amendment 1 Calculations	
Taxing Authority:	COUNTY MSTU					
Tax Inquiry:	Open Tax Inquiry Window					
Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector						
Sales Data					2011 Certified Roll Exemptions	
					None	
Sale Date	Book	Page	Value	Type	Official Records (New Window)	Legal Description
09/30/2010	6687	1350	\$912,600	WD	View Instr	BEG 640 FT S OF NE COR OF LT 4 CONTINUE S 650 FT W PARL WITH N LI OF LT 750 FT TO CENTER OF CHANNEL...
08/20/2010	6628	953	\$2,252,600	WD	View Instr	
07/2004	5454	1715	\$2,070,000	WD	View Instr	
01/1978	1188	748	\$100	WD	View Instr	
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court					Extra Features	
					FRAME GARAGE	

Parcel Information

[Restore Map](#)[Get Map Image](#) [Launch Interactive Map](#)Section Map Id:
[16-2S-31](#)Approx. Acreage:
7.3100Zoned: ☐
[R-2](#)

PARCEL 3[Back](#)

Source: Escambia County Property Appraiser

[Restore Full Page Version](#)

General Information					2011 Certified Roll Assessment	
Reference:	162S315006000000				Improvements:	\$0
Account:	093946000				Land:	\$134,490
Owners:	RL REGI FLORIDA LLC				Total:	\$134,490
Mail:	700 NW 107TH AVE STE 200 MIAMI, FL 33172				Save Our Homes:	\$0
Situs:	10800 LILLIAN HWY BLK 32506				Disclaimer	
Use Code:	VACANT RESIDENTIAL				Amendment 1 Calculations	
Taxing Authority:	COUNTY MSTU					
Tax Inquiry:	Open Tax Inquiry Window					
Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector						
Sales Data					2011 Certified Roll Exemptions	
					None	
Sale Date	Book	Page	Value	Type	Legal Description	
09/30/2010	6687	1350	\$912,600	WD	N 15A OF S 55A OF LT 5 OR 6687 P 1350 LESS OR 1055 P 144-BLANTON LESS MINERAL RIGHTS	
08/20/2010	6628	953	\$2,252,600	WD		
07/2004	5454	1715	\$2,070,000	WD		
06/2004	5434	327	\$70,000	WD		
01/1902	1078	910	\$12,500	WD		
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court					Extra Features	
					None	

Parcel Information [Restore Map](#) [Get Map Image](#) [Launch Interactive Map](#)Section Map
Id:
[16-25-31](#)Approx.
Acreage:
3.3100Zoned: ☐
[R-2](#)

RL REGI FLORIDA, LLC PROPERTY @ 10836 LILLIAN HIGHWAY / PROPOSED ACQUISITION



ESCAMBIA COUNTY PUBLIC
WORKS DEPARTMENT
LWG 07/15/12 DISTRICT 1

3 CONTIGUOUS PARCELS OWNED BY RL REGI FLORIDA LLC / APPROXIMATELY 40.03
ACRES / GREEN APPRAISAL: \$910,000 / BRANTLEY APPRAISAL: \$1,235,000



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4443

County Administrator's Report 14. 2.

BCC Regular Meeting

Discussion

Meeting Date: 06/10/2013

Issue: Potential Sites for a Community Center in Brownsville

From: George Touart, Interim County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Potential Sites for a Community Center in the Brownsville Area - George Touart, Interim County Administrator

That the Board discuss potential sites and uses for a Community Center in the Brownsville area.

BACKGROUND:

The Community Redevelopment Agency's Brownsville Redevelopment Plan cites Community Facilities and Programs as one of its redevelopment objectives. The strategy is to provide facilities and programs for the neighborhood elderly population, children, teens and young families to encourage home ownership in the area, increase employment and to prevent youth from becoming involved in crime.

Currently the residents of Brownsville do not have access to a community center to organize supervised recreation for youth, classes on various topics for adults, special programs for seniors or an office and meeting place for the Brownsville Revitalization Commimtte and emerging Neighborhood Watch groups. Obtaining a community center is an important objective of the redevelopment plan to accomplish these goals. The strategy has particular emphasis on offering business or career-oriented programs to assist working adults and parents in improving their skills so they may take advantage of new higher wage jobs that locate in the area or to start their own business.

BUDGETARY IMPACT:

CDBG and TIF funding has been identified to supplement \$250,000 of costs for a Brownsville Community Center.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Brownsville Community Center



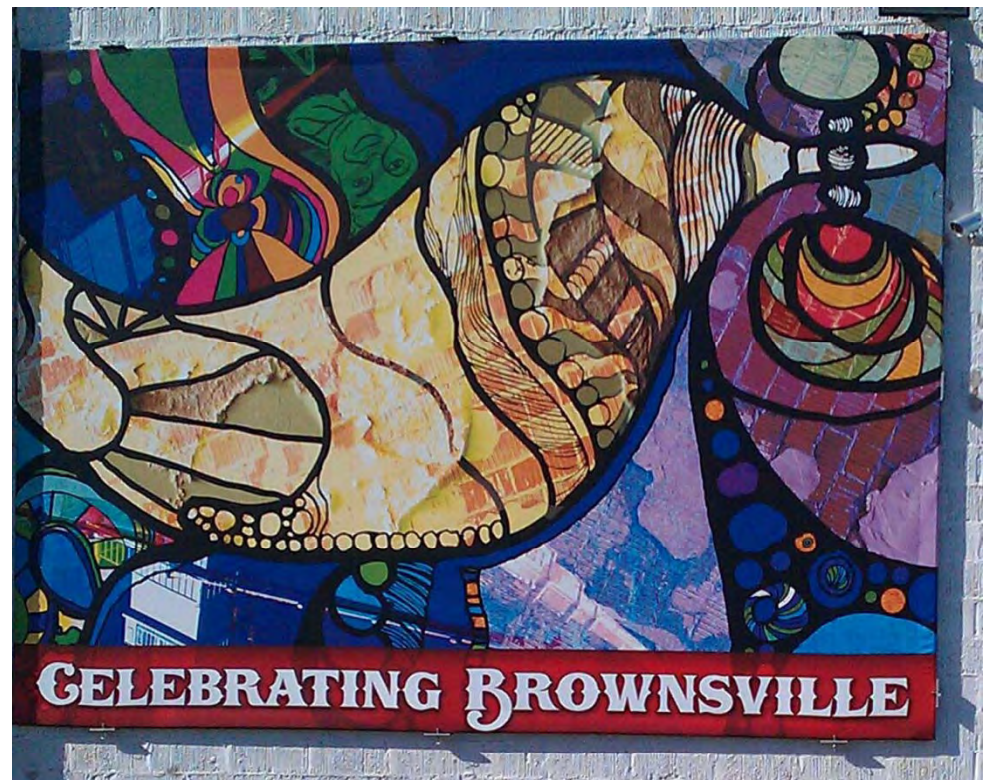
Potential Sites for a Brownsville Community Center for the Purpose of Establishing a Location for the following Community Improvement Programs

Escambia County Community Redevelopment Agency
Community & Environment Department



Redevelopment Plan Objective

- Provide facilities and programs for the:
 - ▣ Elderly
 - ▣ Children
 - ▣ Teens
 - ▣ Young Families
 - ▣ Parents



Redevelopment Plan Strategy

- ❑ Promote home ownership
- ❑ Prevent crime
- ❑ Adult classes
- ❑ Senior programs
- ❑ Community meeting place
- ❑ Career building classes





BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4402

County Attorney's Report 14. 1.

BCC Regular Meeting

Action

Meeting Date: 06/10/2013

Issue: Scheduling Three Public Hearings Concerning Natural Gas Franchises

From: Ryan Ross, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Scheduling Three Public Hearings Concerning Natural Gas Franchises

That the Board authorize the scheduling of three Public Hearings as follows:

- A. Thursday, July 11, 2013, at 5:33 p.m., for consideration of transferring natural gas rights from the City of Pensacola to the City of Gulf Breeze;
- B. Thursday, July 11, 2013, at 5:34 p.m., for consideration of adopting a Natural Gas Franchise Ordinance between Escambia County and the City of Gulf Breeze; and
- C. Thursday, July 11, 2013, at 5:35 p.m., for consideration of adopting a Natural Gas Franchise Ordinance between Escambia County and the City of Pensacola.

BACKGROUND:

Pursuant to Chapter 57-1313, Laws of Florida, and Chapter 98, Article II, Escambia County Code of Ordinances, the Board of County Commissioners has the authority to grant franchises for the construction, operation, and maintenance of utilities, including natural gas services, in the unincorporated areas of Escambia County. Beginning in 1960, Escambia County has granted a natural gas franchise to the City of Pensacola. Based on discussions occurring over the past several years, the City of Pensacola is seeking to transfer certain franchise rights to the City of Gulf Breeze regarding natural gas services on Santa Rosa Island. Under Section 98-33(7), Escambia County Code of Ordinances, the Board of County Commissioners is required to hold a public hearing when one utility wishes to transfer or assign franchise rights to another utility. The requested public hearing is therefore necessary to secure the proposed transfer of franchise rights between the Cities of Pensacola and Gulf Breeze. The cities have also requested that the Board of County Commissioners adopt new ordinances establishing and confirming their respective franchise rights.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Both ordinances were drafted by Ryan E. Ross, Assistant County Attorney. The three public hearings will advertise in the Pensacola News Journal on Saturday, June 29, 2013.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

City of Pensacola Release

Santa Rosa Island Release

**GENERAL RELEASE AS TO CITY OF PENSACOLA
(Okaloosa Gas District)**

STATE OF FLORIDA
COUNTY OF ESCAMBIA

RECITALS

WHEREAS, Escambia County, a political subdivision of the State of Florida (County), has enacted Escambia County Ordinance No. 95-7 which granted City of Pensacola an exclusive franchise to erect, install, extend, maintain and operate a system of works, pipes, pipelines, and all necessary apparatus, machinery, structures, and appurtenances for the purpose of transporting, distributing, and selling natural gas to the inhabitants of and public generally residing or situated in the unincorporated areas of Escambia County, excluding Town of Century; and

WHEREAS, City of Pensacola and City of Gulf Breeze have agreed that City of Pensacola shall assign its natural gas franchise rights granted by Escambia County pursuant to Ordinance No. 95-7, for the area of Escambia County located on Santa Rosa Island, as memorialized in the Agreement for Natural Gas Franchise Assignment between City of Pensacola and City of Gulf Breeze made and entered into on February 4, 2013; and

WHEREAS, City of Pensacola, City of Gulf Breeze, and Escambia County participated in the process mandated by the Florida Governmental Conflict Resolution Act, Chapter 164, Fla. Stat., prior to any litigation being instituted by City of Pensacola against City of Gulf Breeze and Escambia County; and

WHEREAS, City of Pensacola and City of Gulf Breeze have participated in pre-suit mediation which culminated in the making and entering into of the Agreement for

**Natural Gas Franchise Assignment by City of Pensacola and by City of Gulf Breeze;
and**

WHEREAS, the Okaloosa Gas District has provided natural gas distribution to certain of Escambia County's inhabitants in the unincorporated areas of Escambia County excluding Town of Century and Santa Rosa Island for a number of years; and

WHEREAS, City of Pensacola, as the grantee of the exclusive franchise to operate, own and maintain a natural gas utility system in the unincorporated area of Escambia County, excluding town of Century and Santa Rosa Island, has acknowledged that it has the responsibility to enforce and protect its exclusive franchise from violation and infringement; and

WHEREAS, the party to this General Release, City of Pensacola, desires to compromise and settle any claims that City of Pensacola now has relating to actively billed customers of Okaloosa Gas District existing as of the date of execution of this release in the unincorporated areas of Escambia County, excluding Town of Century and Santa Rosa Island.

GENERAL RELEASE

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, in the absence of any of which this General Release would not be executed and delivered by City of Pensacola nor accepted by it, and of the benefits and advantages anticipated by City of Pensacola and by Escambia County from the compromise and settlement of any claims now existing or which in the future might exist against Escambia County relating to the Agreement for Natural Gas Franchise Assignment dated February 4, 2013 and relating to claims as to actively billed customers of Okaloosa Gas District existing as of the date

of execution of this release and in consideration of the unconditional approval of the Agreement for Natural Gas Franchise Assignment dated February 4, 2013 and the adoption of an ordinance by Escambia County as set forth in paragraphs 3a, 3b and 3c of the Agreement for Natural Gas Franchise Assignment, the undersigned City of Pensacola has acquitted, released, exonerated and discharged, and do hereby acquit, release, exonerate and discharge, Escambia County, its successors, Commissioners, legal representatives, agents and assigns, of and from any and all obligation, liability, or responsibility under the laws of the State of Florida, and of any other state of the United States, and of the United States of America, for, from, upon, under, on the account of, or growing or arising out of any claims described above including damages, claims, losses, costs, franchise fees, interest, injunctive relief, attorneys fees, charges and expenses, of every kind, nature and character, now existing or hereafter arising, resulting directly or indirectly, proximately or remotely, from the Agreement for Natural Gas Franchise Assignment, from the adoption and enforcement of Ordinance No. 95-7 and from claims relating to actively billed customers of Okaloosa Gas District existing as of the date of execution of this release in the unincorporated areas of Escambia County, excluding Town of Century and Santa Rosa Island and does hereby acknowledge full and complete compromise and settlement, accord and satisfaction and payment thereof and therefor.

City of Pensacola covenants and agrees that it will not sue or bring or assert any action, claim, or cause of action in any jurisdiction or forum against Escambia County asserting any claim arising out of or from the adoption of or enforcement of Ordinance No. 95-7, arising out of or from the Agreement for Natural Gas Franchise Assignment or

relating to actively billed customers of Okaloosa Gas District existing as of the date of this release in the unincorporated areas of Escambia County, excluding Town of Century and Santa Rosa Island.

Escambia County may plead this General Release as a complete defense and bar to any claim released and, in such event, City of Pensacola in bringing such barred action, claim, or demand shall indemnify and hold Escambia County harmless from and against any and all costs and expenses arising therefrom (including reasonable attorneys' fees and expenses incurred in connection therewith).

The above Recitals are incorporated into this General Release and are the full, complete and entire consideration for this General Release. There is no agreement, oral or written, express or implied, whereby the City of Pensacola is to receive at any time or in any event or upon the happening of any contingency or upon the development or discovery of any fact, circumstance or condition any further consideration of any kind whatsoever relating to the Agreement for Natural Gas Franchise Assignment dated February 4, 2013 or to Ordinance No. 95-7. It is understood that the consideration recited above for this General Release in no way constitutes an admission of liability by Escambia County, but is made by the City of Pensacola as a compromise of any and all disputed claims. City of Pensacola acknowledges that Escambia County has no duty or obligation to prohibit or to seek an injunction to prohibit Okaloosa Gas District from owning, operating or maintaining a natural gas utility in the unincorporated areas of Escambia County for actively billed customers of Okaloosa Gas District existing as of the date of execution of this release, excluding Town of Century and Santa Rosa Island.

City of Pensacola acknowledges that it has been represented by counsel in connection with this General Release. Any rule or law or any legal decision that would require the interpretation of any claimed ambiguities in this General Release against Escambia County has no application and is expressly waived by City of Pensacola.

The persons who sign this General Release hereby represent and covenant that they are fully and duly authorized to execute it and to bind thereby City of Pensacola each represents.

IN WITNESS WHEREOF, the undersigned City of Pensacola has made and executed this General Release and on the respective dates under each signature.

CITY OF PENSACOLA, FLORIDA

By: P.C. Wu
P.C. Wu, President of City Council

Date: 5/31/13

By: Ashton J. Hayward, III, Mayor

ATTEST:

By: Ericka L. Burnett
Ericka L. Burnett, City Clerk

Date: 31 May 2013 William H. Reynolds
City Administrator
City of Pensacola

**GENERAL RELEASE AS TO CITY OF PENSACOLA
(Santa Rosa Island)**

STATE OF FLORIDA
COUNTY OF ESCAMBIA

RECITALS

WHEREAS, Escambia County, a political subdivision of the State of Florida (County), has enacted Escambia County Ordinance No. 95-7 which granted City of Pensacola an exclusive franchise to erect, install, extend, maintain and operate a system of works, pipes, pipelines, and all necessary apparatus, machinery, structures, and appurtenances for the purpose of transporting, distributing, and selling natural gas to the inhabitants of and public generally residing or situated in the unincorporated areas of Escambia County, excluding Town of Century; and

WHEREAS, City of Pensacola and City of Gulf Breeze have agreed that City of Pensacola shall assign its natural gas franchise rights granted by Escambia County pursuant to Ordinance No. 95-7, for the area of Escambia County located on Santa Rosa Island, as memorialized in the Agreement for Natural Gas Franchise Assignment between City of Pensacola and City of Gulf Breeze made and entered into on February 4, 2013; and

WHEREAS, City of Pensacola, City of Gulf Breeze, and Escambia County participated in the process mandated by the Florida Governmental Conflict Resolution Act, Chapter 164, Fla. Stat., prior to any litigation being instituted by City of Pensacola against City of Gulf Breeze and Escambia County; and

WHEREAS, City of Pensacola and City of Gulf Breeze have participated in pre-suit mediation which culminated in the making and entering into of the Agreement for

Natural Gas Franchise Assignment by City of Pensacola and by City of Gulf Breeze;
and

WHEREAS, City of Pensacola, as the grantee of the exclusive franchise to operate, own and maintain a natural gas utility system in the unincorporated area of Escambia County, excluding town of Century and Santa Rosa Island, acknowledges that it has the responsibility to enforce and protect its exclusive franchise from violation and infringement; and

WHEREAS, the party to this General Release, City of Pensacola, desires to compromise and settle any claims that City of Pensacola now has or in the future might have against Escambia County relating to owning, operating and maintaining a natural gas utility on Santa Rosa Island.

GENERAL RELEASE

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, in the absence of any of which this General Release would not be executed and delivered by City of Pensacola nor accepted by it, and of the benefits and advantages anticipated by City of Pensacola and by Escambia County from the compromise and settlement of any claims now existing or which in the future might exist against Escambia County relating to the Agreement for Natural Gas Franchise Assignment dated February 4, 2013 and relating to claims as to owning, operating and maintaining a natural gas utility on Santa Rosa Island, and in consideration of the unconditional approval of the Agreement for Natural Gas Franchise Assignment dated February 4, 2013 and the adoption of an ordinance by Escambia County as set forth in paragraphs 3a, 3b and 3c of the Agreement for Natural Gas Franchise Assignment, the undersigned City of Pensacola has acquitted, released,

exonerated and discharged, and do hereby acquit, release, exonerate and discharge, Escambia County, its successors, Commissioners, legal representatives, agents and assigns, of and from any and all obligation, liability, or responsibility under the laws of the State of Florida, and of any other state of the United States, and of the United States of America, for, from, upon, under, on the account of, or growing or arising out of any claims described above including damages, claims, losses, costs, franchise fees, interest, injunctive relief, attorneys fees, charges and expenses, of every kind, nature and character, now existing or hereafter arising, resulting directly or indirectly, proximately or remotely, from the Agreement for Natural Gas Franchise Assignment, from the adoption and enforcement of Ordinance No. 95-7 and from owning, operating and maintaining a natural gas utility on Santa Rosa Island and does hereby acknowledge full and complete compromise and settlement, accord and satisfaction and payment thereof and therefor.

City of Pensacola covenants and agrees that it will not sue or bring or assert any action, claim, or cause of action in any jurisdiction or forum against Escambia County asserting any claim arising out of or from the adoption of or enforcement of Ordinance No. 95-7, arising out of or from the Agreement for Natural Gas Franchise Assignment or relating to owning, operating and maintaining a natural gas utility on Santa Rosa Island.

Escambia County may plead this General Release as a complete defense and bar to any claim released and, in such event, City of Pensacola in bringing such barred action, claim, or demand shall indemnify and hold Escambia County harmless from and against any and all costs and expenses arising therefrom (including reasonable attorneys' fees and expenses incurred in connection therewith).

The above Recitals are incorporated into this General Release and are the full, complete and entire consideration for this General Release. There is no agreement, oral or written, express or implied, whereby the City of Pensacola is to receive at any time or in any event or upon the happening of any contingency or upon the development or discovery of any fact, circumstance or condition any further consideration of any kind whatsoever relating to the Agreement for Natural Gas Franchise Assignment dated February 4, 2013 or to Ordinance No. 95-7. It is understood that the consideration recited above for this General Release in no way constitutes an admission of liability by Escambia County, but is made by the City of Pensacola as a compromise of any and all disputed claims. City of Pensacola acknowledges that it has been represented by counsel in connection with this General Release. Any rule or law or any legal decision that would require the interpretation of any claimed ambiguities in this General Release against Escambia County has no application and is expressly waived by City of Pensacola.

REMAINDER OF PAGE IS BLANK

The persons who sign this General Release hereby represent and covenant that they are fully and duly authorized to execute it and to bind thereby City of Pensacola each represents.

IN WITNESS WHEREOF, the undersigned City of Pensacola has made and executed this General Release and on the respective dates under each signature.

CITY OF PENSACOLA, FLORIDA

By: P.C. Wu
P.C. Wu, President of City Council

Date: 5-31-13

By: Ashton J. Hayward, III
Ashton J. Hayward, III, Mayor

ATTEST:

By: Ericka L. Burnett
Ericka L. Burnett, City Clerk

Date: 31 May 2013 William H. Reynolds
City Administrator
City of Pensacola



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4430

County Attorney's Report 14. 2.

BCC Regular Meeting

Action

Meeting Date: 06/10/2013

Issue: Settlement of Workers' Compensation Claim Involving Ann Brown

From: Ryan Ross, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Settlement of a Workers' Compensation Claim Involving Ann Brown

That the Board approve a settlement of the indemnity portion of former employee Ann Brown's workers' compensation permanent total disability claim for a total sum of \$147,596.87. This will discharge the County's continuing obligation to pay permanent total disability benefits.

BACKGROUND:

Ann Brown is a 62-year-old female former data entry and maintenance mechanic employee, who first started working for the Escambia County Parks and Recreation Department in 1998. As part of her job duties, she performed manual labor that consisted of driving trucks, using augers to dig holes, pouring and finishing concrete, welding, and frequent raking/lifting activities. As a result of these repetitive activities, Ms. Brown was diagnosed with carpal tunnel syndrome and was eventually terminated by the County due to her inability to perform the essential functions of her job. Her average weekly wage/compensation rate was determined to be \$432.50/\$288.34. As a result of her injuries, Ms. Brown was accepted as being permanently and totally disabled on November 1, 2005. Previously, Dr. Richard Sellers had placed Ms. Brown at maximum medical improvement on March 9, 2005 with a 4% permanent partial impairment rating. She was also diagnosed with major depressive disorder by Dr. Scott Benson. Ms. Brown was later awarded Social Security Disability Benefits as a result of her condition.

The present value of Escambia County's indemnity exposure is approximately \$222,000.00. Escambia County's total exposure, not including a discount factor, is approximately \$333,000.00. The indemnity figure represents approximately 60% of its present value indemnity exposure and less than 50% of its total indemnity exposure. As a result, Escambia County's third party adjuster, PGCS, definitely felt the indemnity portion of this settlement is in the best interests of the County. The excess insurer denied reimbursement on this claim. At this point, Escambia County has not yet reached the self-insured retention limit, but it must assume that the entire settlement amount will all be paid by the County without reimbursement. The County needs a definite approval amount from the Federal Centers for Medicare and Medicaid Services before settlement of the medical portion of the claim can go forward for Board approval.

BUDGETARY IMPACT:

N/A

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-4396

County Attorney's Report 14. 3.

BCC Regular Meeting

Action

Meeting Date: 06/10/2013

Issue: Settlement of Workers' Compensation Claim Involving Phyllis Fuller

From: Ryan Ross, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Settlement of Workers' Compensation Claim Involving Phyllis Fuller

That the Board approve a global settlement of former Sheriff's Department employee Phyllis Fuller's workers' compensation case in the amount of \$100,000.00.

The settlement terms include a general release and confidentiality agreement.

BACKGROUND:

This case involves a 55 year old female who sustained back and neck injuries as a result of an industrial injury which occurred on October 4, 1990 while working as a Deputy Sheriff for the Escambia County Sheriff's Office. Medical care includes treatment with Drs. Harris, LaMay, Hartsfield and Cartia. Ms. Fuller was placed at maximum medical improvement in March 1992 and retired from her position with Escambia County in August 2012.

Indemnity and medical benefits paid to-date total \$144,000.00. Future potential medical benefits are estimated to run between \$5,000.00 and \$10,000.00 per year. Future medical exposure over the life of this claim is estimated between \$150,000.00 and \$300,000.00. Future potential temporary indemnity exposure is estimated at \$140,000.00 over the life of this claim. Based upon the above, the total potential overall exposure for this claim was approximately \$450,000.00. Thus, Escambia County's third party adjuster, PGCS, Inc., is recommending settlement of this claim at this time in the amount of \$100,000.00 as the most cost-beneficial option, since it greatly reduces potential future exposure to substantial future medical and indemnity benefits. This settlement does not require approval by the Center for Medicare and Medicaid Services.

BUDGETARY IMPACT:

N/A

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-4467

County Attorney's Report 14. 1.

BCC Regular Meeting

Information

Meeting Date: 06/10/2013

Issue: West Florida Recycling, LLC v. Escambia County, Florida (Case No. 3:13-cv-81-RS-CJK)

From: Charles Pepler, Deputy County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning West Florida Recycling, LLC v. Escambia County, Florida; Case No. 3:13-cv-81-RS-CJK.

That the Board accept the following information report concerning *West Florida Recycling, LLC v. Escambia County, Florida*, Case No. 3:13-cv-81-RS-CJK.

BACKGROUND:

West Florida Recycling, LLC (WFR) brings recycled or recovered materials collected from homeowners and businesses in Santa Rosa County and Escambia County for processing to its Materials Recovery Facility here in Escambia County. As part of processing, residual solid waste is generated. WFR was bringing a significant percentage of that residual solid waste back to the Central Landfill in Santa Rosa County because it contended that it was generated in Santa Rosa County. In April 2012, the County's Environmental Enforcement Division cited WFR with violation of the County's flow control ordinance. The County's flow control ordinance requires that all residential and commercial solid waste which is either generated or collected in Escambia County be disposed of at either at the County's Perdido Landfill or the County's Palafox Transfer Station. The ordinance was enacted based on Florida statute and U.S. Supreme Court precedent so that County would have an adequate supply of solid waste for recycling and waste-to-energy programs mandated by Florida Statutes.

Although negotiations between County and WFR were undertaken for a period of nine months, with a view toward entering into a Memorandum of Understanding, negotiations reached an impasse in January, 2013. On February 20, 2013, WFR filed suit in U.S. District Court claiming that the County's flow control ordinance was unconstitutional as it violated the dormant commerce clause of the U.S. Constitution. In essence, WFR argued that the requirement that all solid waste be disposed of at the Perdido Landfill was a protectionist measure which discriminated against interstate commerce. WFR sought preliminary injunctive relief as well as declaratory relief. The District Court received memoranda of law from this office opposing the request for preliminary injunctive relief and in support of a motion to dismiss WFR's claims that flow control was unconstitutional and that County's interpretation of flow control and Florida statutes was invalid.

U.S. District Judge Richard Smoak agreed with the County that the County's flow control ordinance was not unconstitutional and declined to exercise supplemental jurisdiction to rule on WFR's state claims that the County's interpretation of where solid waste is generated violated Florida statutes. A copy of the order granting the dismissal is attached. In declining to accept the case for resolution of the Florida law issues, Judge Smoak did remark in passing that the process of separating residual solid waste from recyclable materials in Escambia County does not generate solid waste in Escambia County. The County respectfully disagrees with Judge Smoak's observation and will vigorously defend its interpretation of Florida statutes that generation of solid waste takes place in Escambia County when recyclable materials are processed in Escambia County to remove undesirable solid waste for disposal.

WFR has thirty days in which to appeal the dismissal of its case to the U.S. Eleventh Circuit Court of Appeals. It remains to be seen whether WFR will pursue any state law claims and relief in Escambia County Circuit Court.

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

West Florida Recycling Order

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF FLORIDA
PENSACOLA DIVISION**

WEST FLORIDA RECYCLING, LLC,

Plaintiff,

v.

CASE NO: 3:13-cv-81-RS-CJK

ESCAMBIA COUNTY, FLORIDA,

Defendant.

_____ /

ORDER

Before me are Plaintiff's Emergency Motion for Hearing and Preliminary Injunction (Doc. 5), Plaintiff's Memorandum in Support of its Motion (Doc. 17), Defendant's Response in Opposition (Doc. 10), and Defendant's Motion to Dismiss (Doc. 12).

Plaintiff is a recycling company. It receives and sorts the contents of recycling containers from Escambia, Santa Rosa, Okaloosa, and Walton counties. When solid waste is included with the recyclable material, Plaintiff separates the solid waste before taking it to a landfill for disposal. Because counties have ordinances requiring the solid waste produced in the county be disposed of within the county, Plaintiff weighs the material from each county, separates the solid waste, then sends the appropriate proportion of solid waste back to the generating county.

On April 12, 2012, Escambia County issued a citation to Plaintiff for violating its flow control ordinance. Fla. Stat. § 403.706 requires each county to provide for the operation of solid waste disposal facilities and to implement a recycle program. Escambia County's flow control ordinance, § 82-143 of the Escambia County Code of Ordinances, states, in relevant part:

- a) Disposal. All solid waste generated in the county shall be disposed of in accordance with F.A.C. Chapters 62-701 through 62-722 and this chapter. No solid waste shall be disposed of except in approved disposal facilities operated by the county or by persons possessing valid permits, franchises and certificates of need issued according to this chapter.
- b) Flow control. All commercial solid waste and residential solid waste (except sanitary waste in septic tanks) generated or collected in the County shall be delivered to the Perdido Landfill or to another solid waste management facility designated by the County.

From April 12, 2012, until January 18, 2013, Plaintiff and Defendant agreed that Plaintiff could continue its operations as long as Escambia County received its share of solid waste. Escambia County rescinded this verbal agreement and told Plaintiff that none of the separated solid waste could be transported out of the county. Defendant's basis for the citation is that when Plaintiff separates the solid waste from the recyclable materials, it is, in fact, generating waste; therefore the solid waste should be disposed of at the Perdido Landfill and not taken back to Santa Rosa County for disposal. Escambia County receives a "tip fee" based upon the amount of solid waste disposed of at landfills owned or operated by it, and

therefore, it has an interest in wanting as much solid waste as possible disposed within the county.

Plaintiff filed its complaint on February 20, 2013, alleging that the ordinance is unconstitutional because it violates the dormant Commerce Clause, the Due Process Clause, and Florida law. Defendant filed a motion to dismiss for failure to state claims upon which relief may be granted.

In order to overcome a motion to dismiss, a plaintiff must allege sufficient facts to state a claim to relief that is plausible on its face. *See Bell Atlantic Corp. v. Twombly*, 550 U.S. 544 (2007). Granting a motion to dismiss is appropriate if it is clear that no relief could be granted under any set of facts that could be proven consistent with the allegations of the complaint. *Hishon v. King & Spalding*, 467 U.S. 69, 104 S. Ct. 2229, 2232 (1984). I must construe all allegations in the complaint as true and in the light most favorable to the plaintiff. *Shands Teaching Hosp. and Clinics, Inc. v. Beech Street Corp.*, 208 F.3d 1308, 1310 (11th Cir. 2000)(citing *Lowell v. American Cyanamid Co.*, 177 F.3d 1228, 1229 (11th Cir. 1999)).

“While a complaint attacked by a Rule 12(b)(6) motion to dismiss does not need detailed factual allegations, a plaintiff’s obligation to provide the grounds of his entitlement to relief more than labels and conclusions, and a formulaic recitation of the elements of a cause of action will not do.” *Mills v. Foremost Ins.*

Co., 511 F.3d 1300, 1303 (11th Cir. 2008)(quoting *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 555 (2007)). “[T]he plaintiff’s factual allegations, when assumed to be true, ‘must be enough to raise a right to relief above the speculative level’ ” *Id.* (quoting *Twombly*, 544 U.S. at 555).

Plaintiff mentions a violation of the Due Process Clause once in ¶ 29 of its Complaint. For a substantive due process claim to be actionable, there must be a deprivation of a federal constitutional right. *Greenbriar Village, L.L.C v. Mountain Brook, City*, 345 F.3d 1258, 1262 (11th Cir. 2003). Property interests do not invoke substantive due process protection. *Id.* Additionally, Plaintiff does not allege that the county acted in an arbitrary and capricious manner when enforcing the ordinance. *Maharg, Inc. v. Van Wert Solid Waste Mgmt. Dist.*, 249 F.3d 544, 556 (6th Cir. 2001).

The Commerce Clause provides that “Congress shall have Power ... [t]o regulate Commerce with foreign Nations, and among the several States.” U.S. Const., Art. I, § 8, cl. 3.

The Court has long interpreted the very existence of Congress’ powers under the Commerce Clause to implicitly preclude the States from imposing excessive restrictions on that same power. This implicit Constitutional restriction upon the States has become known as the “dormant” or “negative” Commerce Clause doctrine. Further, the structures of the dormant Commerce Clause are not limited to States, but also apply to counties within each State.

Quality Compliance Servs., Inc. v. Dougherty Cnty., Ga., 553 F.Supp.2d 1374, 1378 (M.D. Ga. 2008)(citations omitted).

In the Supreme Court case, *United Haulers Ass'n v. Oneida-Herkimer Solid Waste Mgmt. Auth.*, the Court first determined whether the county flow ordinance was *per se* invalid because it discriminates on its face against interstate commerce. 550 U.S. 330, 339 (2007). The Court “held that county flow ordinances that required all waste be delivered to facilities owned and operated by a state-created *public* benefit corporation, and that treated all in-state and out-of-state private haulers the same, do not discriminate for purposes of the dormant Commerce Clause.” *Quality Compliance*, 553 F.Supp.2d at 1378. On its face, Escambia County’s flow ordinance does not distinguish between in-state or out-of-state companies or treat them differently.

If the ordinance is not *per se* invalid, it may still be deemed unconstitutional under the *Pike v. Bruce Church, Inc.* analysis. 397 U.S. 137, 142 (1970).

“Although the Ordinances do not overtly discriminate against interstate commerce they may still violate the Commerce Clause if their incidental burdens on interstate commerce outweigh their benefits conferred upon the locality.” *Quality Compliance*, 553 F.Supp.2d at 1379. *Pike* developed a balancing test that weighs “legitimate local public interest” and “its effects on interstate commerce.” *Pike*, 397 U.S. at 142. Plaintiff alleges that Defendant’s “tip fees” are protectionist and

burden interstate commerce. However, the Supreme Court has already rejected this argument. The Court said, “We should be particularly hesitant to interfere with the Counties’ efforts under the guise of the Commerce Clause because ‘[w]aste disposal is both typically and traditionally a local government function.’ ” *United Haulers*, 550 U.S. at 344 (citation omitted). Additionally, “[l]aws favoring local government, by contrast, may be directed toward any number of legitimate goals unrelated to protectionism. Here the flow control ordinances enable the Counties to pursue particular policies with respect to the handling and treatment of waste generated in the Counties, while allocating costs of those policies on citizens and businesses according to the volume of waste they generate.” *Id.* Plaintiff does not argue that the tip fees are set at a premium or prohibitively more expensive than other landfills, and therefore, the incidental effect on interstate commerce does not outweigh the legitimate local public interest.

Because the ordinance is not *per se* invalid and meets the *Pike* balancing test, Defendant’s Motion to Dismiss (Doc. 12) is **GRANTED**. The federal claims against Defendant are **DISMISSED**. Because I have dismissed all claims over which this court has original jurisdiction, I decline to exercise supplemental jurisdiction over the remaining state-law claim. 28 U.S.C. § 1367(c). It should be noted, however, that it is apparent to the Court that Plaintiff does not generate any

solid waste. Plaintiff merely separates it from recyclable material. Surely waste can only be generated once, and that is when it is thrown away by the consumer.

The Clerk is directed to close the case.

ORDERED on June 3, 2013.

/S/ Richard Smoak

RICHARD SMOAK

UNITED STATES DISTRICT JUDGE