THROUGH THESE DOORS WALK ONLY THE FINEST PEOPLE – THE CITIZENS OF ESCAMBIA COUNTY. DECISIONS ARE MADE IN THIS ROOMAFFECTING 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 – February 5, 2015 – 3:30 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 – Pastor Ricky Skaggs, Wendy Hill Baptist Church.

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. Presentations - Plaques for the Environmental Project of the Year Award for 2014, presented by Amy Mixon, President of the Northwest Chapter of the Florida Association of Environmental Professionals, to the following recipients for their contribution to the Mahogany Mill Historic Park and Boat Ramp Project:

Escambia County Marine Resources Division – Robert Turpin
Escambia County Community & Environment Department – Keith Wilkins
Escambia County Public Works Department – Kirk Kassebaum
Escambia County Water Quality Division – Chips Kirschenfeld and Brent Wipf
Escambia County Community Redevelopment Agency – Clara Long, Glenn Griffith, and Zakkiyyah Osuigwe
Hammond Engineering, Inc. – Tom Hammond
Wetland Sciences, Inc. – Keith Johnson
Geosyntec Consultants, Inc. – Jill Johnson and Katie Fox
Hewes & Company, LLC – Brad Dale
Florida Department of Environmental Protection – Pearce Barrett and Beth Fugate
Florida Fish and Wildlife Conservation Commission
Escambia County Board of County Commissioners – Commissioner Barry, Chairman

7. Proclamations.

Recommendation: That the Board take the following action:

A. Ratify the Proclamation dated January 22, 2015, commending and congratulating Cyndee Pennington for her 30 years of dedication to bringing first-class entertainment to the citizens of Escambia county and the surrounding area;

B. Adopt the Proclamation commending and congratulating Mr. Bradley M. Hartnett on achieving the rank of Eagle Scout;

C. Adopt the Proclamation observing February 2015 as "Cox Connects the Gulf Coast Month"; and

D. Adopt the Proclamation commending and congratulating John Danley, Electrical Shop Supervisor, Facilities Management Department, on his selection as the “Employee of the Month” for February 2015.

8. Retirement Proclamations.

Recommendation: That the Board take the following action concerning the following Retirement Proclamations:

A. Adopt the Proclamation commending and congratulating Ronald G. Brown, Engineering Specialist, Public Works Department, on his retirement after 14 years of dedicated service;

B. Adopt the Proclamation commending and congratulating Regena L. Howard, Corrections Officer, Corrections Department, on her retirement after 14 years of dedicated service;

C. Adopt the Proclamation commending and congratulating Paul A. Swinney, Jail Corrections Sergeant, Corrections Department, on his retirement after 28 years of dedicated service;

D. Ratify the Proclamation, dated December 23, 2014, commending and congratulating Wyatt K. Ray, Maintenance Technician, Facilities Management Department, on his retirement after 15 years of dedicated service; and

E. Ratify the Proclamation, dated December 23, 2014, commending and congratulating Chester J. Ruth, Maintenance Technician, Facilities Management Department, on his retirement after 24 years of dedicated service.

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

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

10. 3:31 p.m. Public Hearing for consideration of amending the Panhandling Ordinance.

Recommendation: That the Board adopt an Ordinance amending Volume I, Chapter 86, Article IV, Division 2, Sections 86-250 through 86-253, of the Escambia County Code of Ordinances, the Panhandling Ordinance; providing for additional Legislative findings; updating Community Redevelopment Areas and delineating intersections within those Community Redevelopment Areas where Panhandling is prohibited; establishing a prohibition on Panhandling one half mile in each direction of I-10 and I-110; providing for severability; providing for inclusion in the Code; providing for an effective date.

11. 3:32 p.m. Public Hearing for consideration of adopting an Ordinance amending Chapter 6, Article III, of the Escambia County Code of Ordinances, relating to alcoholic beverages.

Recommendations: That the Board adopt an Ordinance amending Chapter 6, Article III, of the Escambia County Code of Ordinances, relating to alcoholic beverages in public parking areas; reclassifying to address open or unsealed alcoholic beverages; amending Section 6-61, Definitions, to define alcoholic beverages, intoxicating beverage, liquor, and possession; amending Section 6-63, Open Container in Public Parking Areas, to modify prohibitions regarding consumption of alcoholic beverages in public places, limiting applicability to the unincorporated areas of the County, and establishing Exceptions; providing for severability; providing for inclusion in the Code; providing for an effective date.

12. Reports:

CLERK & COMPTROLLER'S REPORT

Backup Not Included With The Clerk's Report Is Available For Review In
The Office Of The Clerk To The Board
Ernie Lee Magaha Government Building, Suite 130

I. Consent Agenda

1. Recommendation Concerning Acceptance of TDT Collection Data for November 2014 Returns received in December 2014

That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the November 2014 returns received in the month of December 2014, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the third month of collections for the Fiscal Year 2015; total collections for the November 2014 returns was $379,003.67; this is a 20.14% increase over the November 2014 returns; total collections year-to-date are 18.86% more than the comparable time frame in Fiscal Year 2014.

2. Recommendation Concerning Acceptance of the December 31, 2014 Investment Report

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended December 31, 2014, as required by Ordinance Number 95-13; on December 31, 2014, the portfolio market value was $281,342,084 and portfolio earnings totaled $234,653 for the month; the short-term portfolio yield was 0.19%, which should be compared to the S&P Government Index Pool Index 30 Day benchmark of 0.10%; the enhanced cash portfolio achieved a total return of -0.05%, which should be compared to the Merrill Lynch 1-3 Year Treasury Index of -0.24%; the long-term CORE portfolio achieved a total return of -0.33%, which should be compared to the Merrill Lynch 1-5 Year Treasury Index benchmark of -0.33%.

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

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

A. A copy of the Financial Statements for the Pensacola-Escambia County Promotion and Development Commissioner for the year ended September 30, 2014;

B. A copy of the Financial Statements and Supplementary Information for the Santa Rosa Island Authority for the year ended September 30, 2014; and

C. A copy of the Annual Audit Report for the Escambia County, Florida, Law Library Board, for the year ended September 30, 2014.

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

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

A. Approve the Minutes of the Special Board Meeting held January 20, 2015;

B. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held January 22, 2015; and

C. Approve the Minutes of the Regular Board Meeting held January 22, 2015.

GROWTH MANAGEMENT REPORT

I. Public Hearings

1. Recommendation Concerning the Review of the Rezoning Cases Heard by the Planning Board on January 6, 2015

That the Board take the following action concerning the rezoning cases heard by the Planning Board on January 6, 2015:

A. Review and either adopt, modify, or overturn the Planning Board's recommendations for Rezoning Cases Z-2015-01 and Z-2015-02 or remand the cases back to the Planning Board; and
B. Authorize the Chairman to sign the Orders of the Escambia County Board of County Commissioners for the rezoning cases that were reviewed.

1. Case No.:	***Z-2015-01***
Address:	13922 River Road
Property Reference No.:	14-3S-32-1001-000-130
Property Size:	2.21 (+/-) acres
From:	R-2PK, Residential District (Perdido Key), Medium Density (4.5 du/acre)
To:	CGPK, (Perdido Key) Commercial Gateway District, High Density (12.5 du/acre)
FLU Category:	MU-PK, Mixed-Use Perdido Key
Commissioner District:	2
Requested by:	William Dyess, Agent for Helen P. Scarbrough, Owner
Planning Board Recommendation:	Approval
Speakers:	William Dyess, Greg Canfield, Mae Dean, Clovis Harper, Dan Henderson, Richard Leyser, Alan Dennis, Linda H. Dunson Banta, Charles Krupnick, George Baughman
2. Case No.:	***Z-2015-02***
Address:	13900 River Road
Property Reference:	14-3S-32-1001-000-129
Property Size:	1.72 (+/-) acres
From:	R-2PK, Residential District (Perdido Key), Medium Density (4.5 du/acre)

To:	CGPK, (Perdido Key) Commercial Gateway District, High Density (12.5 du/acre)
FLU Category:	MU-PK, Mixed-Use Perdido Key
Commissioner District:	2
Requested by:	Linda H. Dunson Banta
Planning Board Recommendation:	Approval
Speakers:	Dan Henderson, Richard Leyser, Alan Dennis, Linda H. Dunson Banta, William Dyess, Greg Canfield, Mae Dean, George Baughman, Charles Krupnick

2. 5:01 p.m. A Public Hearing for Consideration for Adopting an Ordinance Amending the Official Zoning Map

   That the Board adopt an Ordinance to amend the Official Zoning Map to include the rezoning cases heard by the Planning Board on January 6, 2015, and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

3. 5:02 p.m. - Recommendation Concerning the Review of an Ordinance Amending Article 6, Maximum Building Height in ID-CP Zoning District.

   That the Board of County Commissioners (BCC) review and adopt an Ordinance to the Land Development Code (LDC) Article 6.05.17.E.1, to allow a maximum building height of 150 feet for buildings in Industrial Commercial Park (ID-CP) zoning district.

4. 5:03 p.m. - Recommendation Concerning the Review of an Ordinance Addressing Borrow Pits and Reclamation Activities, Amending Articles 6, 7 and 12 of the Land Development Code

   That the Board of County Commissioners (BCC) review an Ordinance to the Land Development Code (LDC) Article 6, Section 6.04.00 General provisions, 6.05.00 District Regulations, Article 7, Performance Standards and Article 12, Part II, Conservation.

   This hearing serves as the first of two required public hearings before the Board of County Commissioners (BCC) as set forth in Section 2.08.04(b) and F.S. 125.66(4)(b).

   At the January 13, 2015, Planning Board Meeting, the Board recommended approval of this Ordinance.

II. Action Items

1. Recommendation Concerning an At-Large Appointment to the Planning Board

That the Board approve appointing one of the following nominees to the Escambia County Planning Board to an at-large position, effective February 5, 2015, through April 5, 2016, to fill the unexpired term of Karen Sindel:

A. Reid W. Rushing;
B. Robert Vann Goodloe; or
C. Bob Cordes.

2. Recommendation Concerning Final Plat Daniel's Grove Permit #130800015

That the Board take the following actions concerning recording of the Final Plat of Daniel's Grove (a 105-lot single residential subdivision) with public streets and private Parcel "A" located in the Beulah community lying north of Frank Reeder Road and east of County Road 99 (Beulah Road). The parcel is owned and developed by B&C Development LLC. Prior to recording, the County Engineer, County Surveyor, Development Services Interim Director and Clerk of the Circuit Court must sign the Final Plat, as set forth in Section 4.02.07.E, of the Escambia County Land Development Code. Also, prior to recording, the County Surveyor must sign the Final Plat as set forth in Chapter 177.081 (1) Florida Statutes;

A. Approve the final plat for recording;

B. Approve the street names "Boxelder Boulevard, Alder Avenue, and Basswood Boulevard";

C. Accept all public easements, drainage improvements within public easements/public parcels, as depicted upon the final plat for permanent County maintenance. The cost of pond maintenance is to be funded through the establishment of a stormwater management MSBU (Municipal Services Benefit Unit); and

D. Authorize the Chairman or Vice-Chairman to execute a Two-Year Warranty Agreement and Avigation Easement.

3. Recommendation Concerning the Appointment to the Escambia County Planning Board

That the Board confirm the appointment of James J. "Jim" Faxlanger, replacing Dorothy Davis, as Commissioner Wilson Robertson's appointment to the Escambia County Planning Board, effective February 5, 2015. This appointment will run concurrent with Commissioner Robertson's term of office, or at his discretion.

III. Consent Agenda

1. Recommendation Concerning the Scheduling of Public Hearings

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

A. February 19, 2015

1. 5:45 p.m. - A Public Hearing - Subdivision Regulations, Procedures, and Submissions Ordinance - Articles 4 and 6 (First of Two Public Hearings)

2. 5:46 p.m. - A Public Hearing - Pits Ordinance - Articles 6, 7, and 12 (Second of Two Public Hearings)

B. March 5, 2015

1. 5:45 p.m. - A Public Hearing to amend the official zoning map to include the following Rezoning Case heard by the Planning Board on February 3, 2015:

Case No.:	***Z-2015-03***
Address:	17080 Perdido Key
Property Reference No.:	01-45-33-1500-000-010
Property Size:	3.91 (+/-) acres
From:	R-2PK, Residential District, (Perdido Key), Medium Density (4.5 du/acre)
To:	CCPK, (Perdido Key) Commercial Core District, Maximum Density (13 du/acre)
FLU Category:	MU-PK, Mixed-Use Perdido Key
Commissioner District:	2
Requested by:	Wiley C. "Buddy" Page, Agent for Charles S. Liberis, Owner

2. 5:46 p.m. - A Public Hearing - Subdivision Regulations, Procedures, and Submissions Article 4 and 6 (Second of Two Public Hearings)

COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

1. Recommendation Concerning the Request for Disposition of Property for the Facilities Management Department - David W. Wheeler, CFM, Facilities Management Department Director

   That the Board approve the Request for Disposition of Property Form for the Facilities Management Department, for property which is described and listed on the Disposition Form, with reason for disposition stated. The item has been found to be of no further usefulness to the County; thus, it is requested that it be properly disposed of.

2. Recommendation Concerning a Reappointment to the West Florida Public Library Board of Governance - Darlene Howell, Library Administrator

   That the Board reappoint Dr. Rodney Guttmann to the West Florida Public Library Board of Governance, for a two-year term, effective March 1, 2015, through February 28, 2017.

3. Recommendation Concerning the Donation of Computers to Wedgewood Community Center Group, Inc. - Marilyn D. Wesley, Community Affairs Department Director

   That the Board adopt the Resolution authorizing the donation of computers to Wedgewood Community Center Group, Inc., (Group) a not-for-profit Florida Corporation, for use at the Marie K. Young Wedgewood Community Center, to include computer classes to seniors, computer access to students, and computer access to the unemployed for job search purposes. The donated computers will be received by the Group "as is" with no expectation of technical or maintenance support from Escambia County.

4. Recommendation Concerning the Community Center License and Management Agreement with Englewood Neighborhood Improvement Corporation - Marilyn D. Wesley, Community Affairs Department Director

That the Board take the following action regarding the Community Center License and Management Agreement with Englewood Neighborhood Improvement Corporation:

A. Approve the naming of a building located on the current site of the Englewood Community Center property at 2751 North "H" Street as the "Englewood Neighborhood Center";

B. Approve the address assignment for this specific building as "2749 North 'H' Street"; and

C. Approve and authorize the Chairman to sign the Community Center License and Management Agreement between the Board of County Commissioners and Englewood Neighborhood Improvement Corporation and all documents related to the Agreement, pending Legal approval of the Agreement and any related documents requiring the Chairman's signature, without further action of the Board.

5. Recommendation Concerning Extension Council Appointments - Keith T. Wilkins, Community & Environment Department Director

That the Board take the following action concerning appointments to the Escambia County Extension Council:

A. Appoint the following two individuals to a two-year term, effective retroactively December 1, 2014, through November 30, 2016;

ZONE	NAME AND ADDRESS
6	Darrell R. Black, 468 McKenzie Road, Cantonment, FL 32533
12	Janice R. Kilgore, 8026 Eight Mile Creek Road, Pensacola, FL 32526

B. Request the County Administrator's Office to provide letters of appointments to the incoming members; and

C. Request the County Administrator's Office to provide letters of appreciation to the following two individuals, who have completed their two-year term of appointment.

ZONE	NAME AND ADDRESS
6	Larry Daniel, 1504 Hunters Creek Drive, Cantonment, FL 32533
12	Barbara Holloway, 7060 Rampart Way, Pensacola, FL 32505

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

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

7. Recommendation Concerning the Agreement to Provide Transportation Coordination Services for the Transportation Disadvantaged - Joy D. Blackmon, P.E., Public Works Department Director

That the Board, as Community Transportation Coordinator (CTC) and on behalf of Escambia County Community Transportation (ECCT), take the following action:

A. Rescind its action of December 11, 2014, approving the Agreement to Provide Transportation Coordination Services for the Transportation Disadvantaged with Caring Hearts Pediatric Extended Care, Inc., d/b/a Caring Hearts Home Health Agency, due to a scrivener's error;

B. Approve the Agreement to Provide Transportation Coordination Services for the Transportation Disadvantaged with Caring Hearts Pediatric Extended Care, Inc.; and

C. Authorize the County Administrator to execute the Agreement.

8. Recommendation Concerning the Conveyance of Easement to and License Agreement with the Florida Department of Transportation for the State Road 10 (US 90A/Nine Mile Road) Improvement Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the conveyance of a Perpetual Easement to the State of Florida Department of Transportation (FDOT) and License Agreement between Escambia County and FDOT, for their planned improvement project for the portion of State Road (SR) 10 (US 90A/Nine Mile Road), from SR 297 (Pine Forest Road) to SR 95 (US 29):

A. Adopt the Resolution authorizing the conveyance of a Perpetual Easement to FDOT for their planned improvement project for the portion of SR 10 (US 90A/Nine Mile Road), from SR 297 (Pine Forest Road) to SR 95 (US 29);

B. Approve the License Agreement between Escambia County and the State of Florida Department of Transportation for their planned improvement project for the portion of SR 10 (US 90A/Nine Mile Road), from SR 297 (Pine Forest Road) to SR 95 (US 29); and

C. Authorize the Chairman to execute the Easement, Resolution, License Agreement and all other documents related to the conveyance, subject to Legal review and sign-off, without further action of the Board.

9. Recommendation Concerning the Conveyance of Two Tree Trim, Cut and Removal Easements on Bellview Avenue to Gulf Power Company - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the conveyance of two Tree Trim, Cut and Removal Easements to Gulf Power Company for Gulf Power's project to construct a transmission line along Bellview Avenue:

A. Approve granting two fifteen-foot wide Tree Trim, Cut and Removal Easements to Gulf Power Company for Gulf Power's project to construct a transmission line along Bellview Avenue; and

B. Authorize the Chairman to sign the Easement documents and any other documents, subject to Legal review and sign-off, associated with the granting of two Tree Trim, Cut and Removal Easements to Gulf Power Company.

10. Recommendation Concerning an Appointment to the Storm-Water Advisory Team - Jack R. Brown, County Administrator

That the Board confirm the appointment of Nathan White to the Storm-Water Advisory Team to serve as the appointee of Commissioner Wilson B. Robertson, to replace Mike Whitehead who resigned. The term is effective February 5, 2015, until recommendations are completed as determined by the Board of County Commissioners.

[NATHAN WHITE'S RESUME WILL BE DISTRIBUTED UNDER SEPARATE COVER]

II. Budget/Finance Consent Agenda

1. Recommendation Concerning an Agreement for Escambia County Adult Drug Court Treatment Program between Escambia County, Florida, and Lakeview Center, Inc. - Cathy A. White, Drug Court Manager

That the Board take the following action concerning the Agreement for Escambia County Adult Drug Court Treatment Program between Escambia County, Florida and Lakeview Center, Inc.:

A. Approve the Agreement for Escambia County Adult Drug Court Treatment Program between Escambia County, Florida and Lakeview Center, Inc.;

B. Approve funding for the program in the amount of $36,650, effective October 1, 2014, through September 30, 2015. The source of funding is Fiscal Year 2014 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – State Solicitation. Other funding sources may be used once the $36,650 has been expended. A new Purchase Order will be submitted once additional treatments slots have been agreed upon by Lakeview Center, Inc., and Court Administration, not to exceed $20,000. The Agreement may be extended up to a maximum of 90 days upon mutual consent of the parties; and

C. Authorize the Chairman, as the County's representative, to sign Amendments and requests for payment or other related documents as may be required.

[Funding: Fund 110, Other Grants and Projects Fund, Cost Center 410572, Object Code 53401]

2. Recommendation Concerning the Annual Payment for the Microsoft Enterprise Agreement - David Musselwhite, Information Technology Department Director

That the Board authorize the second yearly payment of $168,370.85, based on the three-year Microsoft Enterprise Agreement, 01E73214, approved by the Board on December 5, 2013, with the authorized reseller SHI International Corporation for the County's Microsoft products, including Exchange, Sharepoint, SQL Server, and Desktop Operating System.

[Funding: The funds are available in the current Budget, General Fund 001, Cost Center 270111, Object Code 54601]

3. Recommendation Concerning the State of Florida, Division of Emergency Management, Federal Fiscal Year 2014 Homeland Security Federally-Funded Subgrant Agreement (Citizen Corps) - Michael D. Weaver, Public Safety Director

That the Board take the following action concerning the State of Florida, Division of Emergency Management (FDEM), Federal Fiscal Year 2014 Homeland Security Federally-Funded Subgrant Agreement (Citizen Corps), Contract Number 15-CC-N2-01-27-01-XXX, allocating to Escambia County a Grant totaling $5,477, for the period from the date of execution through September 30, 2015:

A. Approve the FDEM Federally-Funded Subgrant Agreement, allocating Grant funding for the Citizen Corps Program, to be identified in Fund 110, Cost Center 330458, Revenue Account 334251;

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

C. Authorize the County Administrator to execute any related Subgrant Agreement documents to implement the Subgrant.

The County Attorney's Office has requested that the Board be made aware of the following language within the Agreement: Section (19) Mandated Conditions, sub-section (b), that "This Agreement shall be construed under the laws of the State of Florida, and venue for any action arising out of this Agreement shall be in the Circuit Court of Leon County."

4. Recommendation Concerning the RESTORE Planning Grant - Keith T. Wilkins, Community & Environment Department Director

That the Board authorize the Chair or his designee to sign the certifications and application for submittal of a RESTORE Planning Grant.

[CERTIFICATIONS AND APPLICATION TO BE DISTRIBUTED UNDER SEPARATE COVER]

5. Recommendation Concerning the Addison Drive Drainage and Slope Repair- Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action regarding the Addison Drive Drainage and Slope Repair:

A. Grant permission to staff to enter private property at 9337 Scenic Highway to reclaim soil and to stabilize and restore to pre-failure conditions the damages resulting from the landslide/slope failure; and

B. Allocate $75,000 for materials to construct a two-tiered, GRS stabilized slope on County property, and to replace the damaged County infrastructure (fence and drainage) system. Repairs will be made by the Public Works Department, Roads Division personnel with in-house labor. Access for these repairs will be from Addison Drive, within Ellyson Industrial Park, utilizing County right-of-way.

[Funding: Fund 112, Disaster Recovery Fund, Cost Center 330493, Object Code 54612, Project #ESDPW01, Addison]

6. Recommendation Concerning Supplemental Budget Amendment #052 - Stephan Hall, Management and Budget Services Interim Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #052, Other Grants and Projects Fund (110), in the amount of $20,000, to recognize proceeds from the Florida Department of Agriculture and Consumer Services, Florida Forest Service, and to appropriate the funds to develop a tree inventory database and assist with funding for tree education materials, workshops, and the County Arbor Day Celebration.

7. Recommendation Concerning Supplemental Budget Amendment #054 - Stephan Hall, Management and Budget Services Interim Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #054, Local Option Sales Tax III Fund (352), in the amount of $100,000, to recognize Grant proceeds from the Florida Fish and Wildlife Conservation Commission (FWC), and to appropriate these funds for the deployment of the Tugboat "Ocean Wind" to be used as a public fishing and diving reef.

8. Recommendation Concerning Supplemental Budget Amendment #055 - Stephan Hall, Management and Budget Services Interim Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #055, Library Fund (113), in the amount of $79,698, to recognize additional Grant funds, and to increase the Cost Center balance in the State Aid to Libraries Grant, since the actual Grant amount was more than budgeted.

9. Recommendation Concerning Supplemental Budget Amendment #058 - Stephan Hall, Management and Budget Services Interim Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #058, Perdido Key Beach Mouse Fund (117), in the amount of $1,900,000, to recognize proceeds from WCI Communities, LLC, and to appropriate these funds for future property purchases on Perdido Key.

10. Recommendation Concerning Supplemental Budget Amendment #059 - Stephan Hall, Management and Budget Services Interim Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #059, Other Grants and Projects Fund (110), in the amount of $5,487, to recognize proceeds from a State of Florida, Division of Emergency Management (FDEM) Federal Fiscal Year 2014 Homeland Security Subgrant Agreement, and to appropriate these funds for the Community Emergency Response Team Program.

11. Recommendation Concerning Assembly Kits for Escambia County Area Transit Bus Shelters - Stephan Hall, Management and Budget Services Interim Department Director

That the Board award Contract PD 14-15.011, Assembly Kits for Escambia County Area Transit Bus Shelters, to Brasco International, Inc., for a quantity of 30, 9 feet by 5 feet or similar size shelters, with bench, waste receptacle, and solar LED packages, for a total of $212,850.

[Funding: Fund 320, FTA Capital Project Fund, Cost Center 320423, Object Code 56301]

12. Recommendation Concerning the Olive Road (West Corridor) Project - Stephan Hall, Management and Budget Services Interim Department Director

That the Board award Contract PD 14-15.016, Olive Road (West Corridor), to Roads, Inc., of NWF, in the amount of $1,585,445.54.

[Funding: Fund 352, LOST III, Cost Center 210109, Object Code 56301, Project #10EN0363]

13. Recommendation Concerning the Olive Road East Multi-Lane Reconstruction and Drainage Project - Phase I - Stephan Hall, Management and Budget Services Interim Department Director

That the Board take the following action concerning the Olive Road East Multi-Lane Reconstruction and Drainage Project - Phase I, PD 14-15.017:

A. Award Contract PD 14-15.017, Olive Road East Multi-Lane Reconstruction and Drainage Project - Phase 1, to Roads, Inc., of NWF, in the amount of $4,531,541.13; and

B. Approve and authorize the Chairman to sign the Interlocal Cost-Sharing Agreement (Water Main Replacement and Upgrade on the Olive Road Drainage and Roadway Improvement Project) for Olive Road Multi-Lane Reconstruction and Drainage Project (County Road 290) between Escambia County and the Emerald Coast Utility Authority (ECUA) for the Water Main Replacement and Upgrade.

[Funding: Fund 352, LOST III, Cost Center 210109, Object Code 56301, Project # 10EN0363]

14. Recommendation to Clarify the Internal Revenue Service Employment Tax Audit Motion, Approved by the Board at the January 22, 2015, Meeting - Michael D. Weaver, Public Safety Department

That the Board take the following action concerning the Internal Revenue Service (IRS) employment tax examination:

A. Clarify its intent to approve items "A" through "E" on the Recommendation submitted for the January 22, 2015, Board of County Commissioners' (BCC) Agenda (CAR III-2), per the following:

1. Approve and authorize the Chairman to sign the Closing Agreement on Final Determination Covering Specific Matters;

2. Authorize the Chairman to sign IRS Form 2504-WC, Agreement to Assessment and Collection of Additional Employment Tax and Acceptance of Overassessment in Worker Classification Cases;

3. Authorize the Chairman to sign IRS Form 2504, Agreement to Assessment and Collection of Additional Tax and Acceptance of Overassessment;

4. Approve the Policy Change that allows credit for calls based on the number of hours at the Fire Station and to abolish the procedure for hourly pay for volunteer instructors; and

5. Authorize the Office of Management and Budget to process the transfer of funds on Budget Amendment #056, in the amount of $545,000, ($100,000 from Fire Fighter Stipends and $445,000 from Reserves) to Other Salaries and Wages and FICA to cover the IRS Tax Assessment, Fire Protection Fund (143), Cost Center 330206. This Amendment increases Personal Services in the amount of $545,000, for Fire Rescue; and

B. Ratify the Chairman's signature on the following documents: the Closing Agreement on Final Determination Covering Specific Matters, IRS Form 2504-WC, and IRS Form 2504.

[Funding Source: Fund 143, Fire Protection Fund, Cost Center 330206, Fire Rescue Operations]

III. For Discussion

1. Discussion Concerning Commissioner Robinson's Request to Amend the Board's Action of December 11, 2014 - Commissioner Robinson, District 4

   That the Board consider Commissioner Robinson's request to amend its action of December 11, 2014, regarding flags displayed on County buildings, adopt the Resolution relating to the display of historical flags on County buildings, and authorize the Chairman to sign the Resolution subject to Legal sign-off.

2. Recommendation Concerning the Request for Funding for the Northview High School FFA Blue Jacket Jamboree - Commissioner Steven Barry, District 5

   That the Board consider the request for the Northview High School FFA, for $5,000 to be funded from the 4th Cent Tourist Development Tax, for the Blue Jacket Jamboree, and approve the Purchase Order for this purpose.

   [Funding: The Board placed $250,000 in the 4th Cent Tourist Development Tax reserves. These funds were to be allocated by the Board for events and other tourist promotion activities]

3. Recommendation Concerning Maintenance of Abandoned Cemeteries - Commissioner Lumon May, District 3

That the Board that the following action concerning the maintenance of abandoned cemeteries in accordance with section 497.284, Florida Statutes:

A. Rescind the Board's action of September 25, 2014, adopting Resolution R2014-112 authorizing the maintenance of two abandoned cemeteries, in accordance with section 497.284, Florida Statutes, to provide for the expenditure of County funds and resources for maintenance of the Mt. Zion Historical Cemetery and the Magnolia Cemetery;

B. Adopt the Resolution authorizing maintenance of three abandoned cemeteries in accordance with section 497.284, Florida Statutes, to provide for the expenditure of County funds and resources for maintenance of Mt. Zion Historical Cemetery, Magnolia Cemetery, and AME Zion Cemetery;

C. Authorize the Chairman to sign the Resolution; and

D. Amend the Board's action of September 23, 2014, to provide that $15,000 of Tourist Development Tax (TDT) dollars may be used for maintenance of the AME Zion Cemetery in addition to the Mt. Zion Historical Cemetery and the Magnolia Cemetery.

[Funding: Fund 108, 4th Cent Tourist Development Tax Fund, Cost Center 360105, Object Code 58201]

4. Recommendation Concerning the RESTORE Project Update - Keith T. Wilkins, Community & Environment Department Director

That the Board discuss the RESTORE Project Update that was deferred from the January 15, 2015, Committee of the Whole Agenda to the February 5, 2015, Board of County Commissioners' (BCC) Meeting to provide an update to the BCC on the progress and activities of the RESTORE Advisory Committee and County staff, per the presentation provided.

COUNTY ATTORNEY'S REPORT

I. For Action

1. Recommendation Concerning the Scheduling of a Public Hearing on February 19, 2015, at 5:32 p.m. for Consideration of Amending the Borrow Pit Ordinance

   That the Board authorize scheduling a Public Hearing on February 19, 2015, at 5:32 p.m., for consideration of amending the Borrow Pit Ordinance.

2. Recommendation Concerning the Scheduling of a Public Hearing on February 19, 2015, at 5:33 p.m. for Consideration of Extending a Temporary Moratorium Ordinance on Construction and Demolition Debris (C&DD) and Land Clearing Debris (LCD) Permitting.

   That the Board authorize the scheduling of a Public Hearing on February 19, 2015, at 5:33 p.m. for consideration of extending a temporary Moratorium Ordinance on the permitting and re-permitting of Construction and Demolition Debris (C&DD), Land Clearing Debris Facilities and other Landfill Operations.

3. Recommendation Concerning the Scheduling of a Public Hearing to Consider Adopting an Ordinance Repealing Sec. 34-3 and 34-4, Amending Sec. 34-7, and Creating Sec. 34-11 relating to Chapter 34, Courts, of the Escambia County Code of Ordinances

   That the Board authorize the scheduling of a Public Hearing for February 19, 2015, at 5:34 p.m. for consideration of adopting an Ordinance repealing Sec. 34-3 of the Escambia County Code of Ordinances providing for the assessment of additional court cost for teen court programs, repealing Sec. 34-4 of the Escambia County Code of Ordinances providing for the assessment of additional court cost for funding of a juvenile assessment center, amending Sec. 34-7 of the Escambia County Code of Ordinances providing for the assessment of additional court costs, and creating Sec. 34-11 of the Escambia County Code of Ordinances providing for the assessment of court costs for criminal justice education degree programs.

4. Recommendation Concerning a Conflict Waiver Request from the Law Firm of Sirote & Permutt, PC.

That the Board take the following action:

A. Authorize a conflict waiver for Sirote & Permutt, PC in connection with a foreclosure action brought on behalf of U.S. Bank, N.A., against Carissa Day on property located at 5001 Grande Drive, Unit 1121, Pensacola, Florida 32504; and

B. Authorize the County Attorney to prepare and transmit a letter to Sirote & Permutt, PC that confirms the Board's conflict waiver.

5. Recommendation Concerning the Settlement of Workers' Compensation Claims Involving Anthony Jordan

That the Board approve a settlement of Anthony Jordan’s worker’s compensation cases for a total sum of $121,750 in exchange for the execution of a general release of all claims.

13. Items added to the agenda.

14. Announcements.

15. Adjournment.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-7611 **Proclamations 7.**
BCC Regular Meeting
Meeting Date: 02/05/2015
Issue: Adoption/Ratification of Proclamations
From: Jack Brown, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:
Proclamations.

Recommendation: That the Board take the following action:

A. Ratify the Proclamation dated January 22, 2015, commending and congratulating Cyndee Pennington for her 30 years of dedication to bringing first-class entertainment to the citizens of Escambia county and the surrounding area;

B. Adopt the Proclamation commending and congratulating Mr. Bradley M. Hartnett on achieving the rank of Eagle Scout;

C. Adopt the Proclamation observing February 2015 as "Cox Connects the Gulf Coast Month"; and

D. Adopt the Proclamation commending and congratulating John Danley, Electrical Shop Supervisor, Facilities Management Department, on his selection as the “Employee of the Month” for February 2015.

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 coordinate this program.

Attachments

Cyndee Pennington
Bradley Hartnett
Cox Connects
John Danley

PROCLAMATION

***WHEREAS**, Cyndee Pennington, General Manager for SMG at the Pensacola Bay Center, celebrated her 30th Anniversary on January 7, 2015; and*

***WHEREAS**, Cyndee began her career on January 7, 1985, at the Pensacola Bay Center in the Accounting Department and has worked in almost every department in the building, including Operations, Event Management, and Event Programming; and*

***WHEREAS**, Cyndee was promoted to Assistant General Manager in the mid 1990's, was promoted to General Manager of the Pensacola Bay Center in July 2003, and currently holds the title of the Pensacola Bay Center's General Manager, Southeast Regional Director of Live Entertainment for SMG; and*

***WHEREAS**, in 2012, Cyndee received the "Women of Influence Award" from the monthly magazine Venues Today, the leading source of original reporting for live entertainment and events; Cyndee has proven to be one of the most successful facility managers for SMG; and*

***WHEREAS**, by focusing on customer service and client retention, Cyndee has played an invaluable role in the success of the Pensacola Bay Center.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, hereby commends and congratulates Cyndee Pennington for her 30 years of dedication to bringing first-class entertainment to the citizens of Escambia County and the surrounding area.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Steven Barry, Chairman, District Five

Grover C. Robinson, IV, Vice Chairman
District Four

Wilson B. Robertson, District One

Douglas Underhill, District Two

Lumon J. May, District Three

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

Dated: January 22, 2015

PROCLAMATION

WHEREAS, *Bradley (Brad) Michael Hartnett is a senior with a 3.7 cumulative GPA and a 4.4 cumulative weighted GPA at Pensacola Catholic High School; and*

WHEREAS, *Brad has been a player on the Varsity Basketball Team at Catholic High School for four years; a Student Ambassador for four years; a member of the National Honor Society for two years; a member of the Green Club for two years; a member of the Spanish Club for two years; a member and Vice-President of the Investment Club; a member of the C.H.A.S.E Club; and a member of the Senior Retreat Team; and*

WHEREAS, *some of Brad's awards include: the Fellowship of Christian Athletes Award for 2013 and 2014; the Dan Bailey Scholarship in 2014; the Al Condon Scholarship in 2013; and the American Legion Certificate in 2011; and*

WHEREAS, *Brad has also been recognized by being elected Rotary Youth Leadership (RYLA) World Leader in 2013, as well as being selected for the RYLA Awards Retreat in 2013; by being selected as a member of the Pensacola News Journal Basketball All-Area First Team in 2013; and by receiving First and Second Academic Honors in 2012 and 2013; and*

WHEREAS, *on June 19, 2014, Bradley Michael Hartnett succeeded in attaining the much-coveted rank of Eagle Scout; and*

WHEREAS, *Brad has been a member of Troop 425 Gulf Coast Council for the past four years; and*

WHEREAS, *the rank of Eagle Scout is the highest rank the Boy Scouts of America has to offer. Each Scout must successfully complete a service project for a non-profit organization to eam his Eagle. Brad's Eagle Service Project was leading his troop to refurbish and paint the exterior fencing and ramp handrails at the Council on Aging Center in Cantonment, Florida. They also trimmed some trees and bushes in the front yard, built a flower box, and planted flowers; and*

WHEREAS, *Brad is one of a very few young men to obtain this prestigious award and is among the approximately four percent of all Boy Scouts who attain the Eagle rank.*

NOW, THEREFORE, BE IT PROCLAIMED, *that the Board of County Commissioners of Escambia County, Florida, commends and congratulates Mr. Bradley Michael Hartnett on achieving the rank of Eagle Scout.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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Steven Barry, Chairman, District Five

Grover C. Robinson, IV, Vice Chairman
District Four

Wilson B. Robertson, District One

Douglas Underhill, District Two

Lumon May, District Three

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

Adopted: February 5, 2015

P R O C L A M A T I O N

***WHEREAS**, approximately 80 percent of teachers assign homework online to today's students; and*

***WHEREAS**, students without broadband and digital skills are being left behind in the classroom and in the job market; students with a computer and broadband at home have a graduation rate significantly higher than those without; and*

***WHEREAS**, 30 percent of Americans are at risk of becoming increasingly isolated because they lack Internet service and the skills necessary to use it effectively; and*

***WHEREAS**, less than half of low-income K-12 students have broadband at home compared to more than 90 percent of higher-income families; and*

***WHEREAS**, more than 80 percent of Fortune 500 companies require online job applications, and 50 percent of today's jobs require technology skills with that number growing every day; and*

***WHEREAS**, non-adopters are more likely to experience under-investment in community assets, lower than average job creation, and slow economic growth; and*

***WHEREAS**, Cox Communications and Connect2Compete have brought reduced priced Internet services to low-income families to help these students succeed in today's world; and*

***WHEREAS**, the James M. Cox Foundation has provided a Grant to provide 50 families along the Gulf Coast with not only low cost Internet service but also with a free computer.*

***NOW, THEREFORE**, the Board of County Commissioners of Escambia County, Florida, does hereby proclaim February 2015 as*

"COX CONNECTS THE GULF COAST MONTH"

in Escambia County and calls upon the citizens of Escambia County to observe this month by assisting to spread the word on the importance of Internet to our children's future.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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Steven Barry, Chairman, District Five

Grover C. Robinson, IV, Vice Chairman
District Four

Wilson B. Robertson, District One

Douglas Underhill, District Two

Lumon J. May, District Three

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

Adopted: February 5, 2015

P R O C L A M A T I O N

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

***WHEREAS**, John Danley, an Electrical Shop Supervisor in Facilities Management Department, began his employment with the County on June 4, 1984, and is selected for "Employee of the Month" for February 2015, for the standards of excellence that he has displayed in the performance of his duties; and*

***WHEREAS**, being a Master Electrician, Mr. Danley has the technical knowledge and experience to carry out his duties and responsibilities as the Electrical Shop Supervisor. He coordinates and assigns the Maintenance Division's three electricians tasks to meet or exceed the customer's expectations; and*

***WHEREAS**, Mr. Danley reviews construction plans and specifications for code violations or design discrepancies and conducts inspections of contractor and maintenance work. He meets with customers to assist them in defining what is required to accomplish their goals; and*

***WHEREAS**, Mr. Danley readily accepted the Facilities Management Department's on-going challenge to reduce electrical energy costs through the conversion of old lighting technology. Mr. Danley meets with various Board of County Commissioners' Departments and Elected Officials to help upgrade their building's electrical system to keep up with current technology. He determines a Plan of Action to accomplish the work in a professional and timely manner; and*

***WHEREAS**, for the month of December 2014, Mr. Danley was nominated and selected by his fellow employees as their Facilities Management Employee of the Month with the theme "Outstanding Customer Service." A powerful work ethic to never quit or settle for mediocrity in customer service makes Mr. Danley an invaluable asset to the Department and the citizens of Escambia County.*

***NOW, THEREFORE, BE IT PROCLAMINED**, that the Board of County Commissioners of Escambia County, Florida, commends and congratulates John Danley on his selection as the "Employee of the Month" for February 2015.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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Steven Barry, Chairman, District Five

Grover C. Robinson, IV, Vice Chairman
District Four

Wilson B. Robertson, District One

Douglas Underhill, District Two

Lumon J. May, District Three

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

Adopted: February 5, 2015

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-7602 **Proclamations 8.**
BCC Regular Meeting
Meeting Date: 02/05/2015
Issue: Adoption/Ratification of Retirement Proclamations
From: Thomas Turner, Department Director
Organization: Human Resources
CAO Approval:

RECOMMENDATION:

Retirement Proclamations.

Recommendation: That the Board take the following action concerning the following Retirement Proclamations:

A. Adopt the Proclamation commending and congratulating Ronald G. Brown, Engineering Specialist, Public Works Department, on his retirement after 14 years of dedicated service;

B. Adopt the Proclamation commending and congratulating Regena L. Howard, Corrections Officer, Corrections Department, on her retirement after 14 years of dedicated service;

C. Adopt the Proclamation commending and congratulating Paul A. Swinney, Jail Corrections Sergeant, Corrections Department, on his retirement after 28 years of dedicated service;

D. Ratify the Proclamation, dated December 23, 2014, commending and congratulating Wyatt K. Ray, Maintenance Technician, Facilities Management Department, on his retirement after 15 years of dedicated service; and

E. Ratify the Proclamation, dated December 23, 2014, commending and congratulating Chester J. Ruth, Maintenance Technician, Facilities Management Department, on his retirement after 24 years of dedicated 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

020515 ret procs

PROCLAMATION

***WHEREAS**, Ronald G. Brown worked as a County employee very faithfully for 14 years, retiring as an Engineering Specialist with the Public Works Department, Infrastructure Branch, Engineering 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 Ronald G. Brown on his retirement.*

***BE IT FURTHER PROCLAIMED** that the Board of County Commissioners of Escambia County expresses its appreciation to Ronald G. Brown for 14 years of faithful and dedicated service as a County employee.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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Steven Barry, Chairman, District Five

Grover C. Robinson, IV, Vice Chairman, District Four

Wilson B. Robertson, District One

Douglas Underhill, District Two

Lumon J. May, District Three

ATTEST: PAM CHILDERS,
CLERK OF THE CIRCUIT COURT

_____

Deputy Clerk

Adopted: February 5, 2015

PROCLAMATION

WHEREAS, *Regena L. Howard worked as a County employee very faithfully for 14 years, retiring as a Corrections Officer with the Corrections Department, Road Prison Division.*

NOW, THEREFORE BE IT PROCLAIMED *that the Board of County Commissioners, on behalf of the citizens of Escambia County and fellow employees, commends and congratulates Regena L. Howard on her retirement.*

BE IT FURTHER PROCLAIMED *that the Board of County Commissioners of Escambia County expresses its appreciation to Regena L. Howard for 14 years of faithful and dedicated service as a County employee.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____

Steven Barry, Chairman, District Five

Grover C. Robinson, IV, Vice Chairman, District Four

Wilson B. Robertson, District One

Douglas Underhill, District Two

Lumon J. May, District Three

ATTEST: PAM CHILDERS,
CLERK OF THE CIRCUIT COURT

_____

Deputy Clerk

Adopted: February 5, 2015

PROCLAMATION

***WHEREAS**, Paul A. Swinney worked as a County employee very faithfully for 28 years, retiring as a Jail Corrections Sergeant with the Corrections Department, Jail 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 Paul A. Swinney on his retirement.*

***BE IT FURTHER PROCLAIMED** that the Board of County Commissioners of Escambia County expresses its appreciation to Paul A. Swinney for 28 years of faithful and dedicated service as a County employee.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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Steven Barry, Chairman, District Five

Grover C. Robinson, IV, Vice Chairman, District Four

Wilson B. Robertson, District One

Douglas Underhill, District Two

Lumon J. May, District Three

ATTEST: PAM CHILDERS,
CLERK OF THE CIRCUIT COURT

_____

Deputy Clerk

Adopted: February 5, 2015

PROCLAMATION

WHEREAS, *Wyatt K. Ray worked as a County employee very faithfully for 15 years, retiring as a Maintenance Technician with the Facilities Management 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 Wyatt K. Ray on his retirement.*

BE IT FURTHER PROCLAIMED *that the Board of County Commissioners of Escambia County expresses its appreciation to Wyatt K. Ray for 15 years of faithful and dedicated service as a County employee.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Steven Barry, Chairman, District Five

Grover C. Robinson, IV, Vice Chairman, District Four

Wilson B. Robertson, District One

Douglas Underhill, District Two

Lumon J. May, District Three

ATTEST: PAM CHILDERS,
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO. FL

Deputy Clerk

Dated: December 23, 2014

PROCLAMATION

WHEREAS, *Chester J. Ruth worked as a County employee very faithfully for 24 years, retiring as a Maintenance Technician with the Facilities Management 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 Chester J. Ruth on his retirement.*

BE IT FURTHER PROCLAIMED *that the Board of County Commissioners of Escambia County expresses its appreciation to Chester J. Ruth for 24 years of faithful and dedicated service as a County employee.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Steven Barry, Chairman, District Five

Grover C. Robinson, IV, Vice Chairman, District Four

Wilson B. Robertson, District One

Douglas Underhill, District Two

Lumon J. May, District Three

ATTEST: PAM CHILDERS,
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

Deputy Clerk

Dated: December 23, 2014

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-7573 **Public Hearings 10.**
BCC Regular Meeting
Meeting Date: 02/05/2015
Issue: 3:31 p.m. Public Hearing to Consider Amending the Panhandling Ordinance
From: Alison Rogers, County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:
3:31 p.m. Public Hearing for consideration of amending the Panhandling Ordinance.

Recommendation: That the Board adopt an Ordinance amending Volume I, Chapter 86, Article IV, Division 2, Sections 86-250 through 86-253, of the Escambia County Code of Ordinances, the Panhandling Ordinance; providing for additional Legislative findings; updating Community Redevelopment Areas and delineating intersections within those Community Redevelopment Areas where Panhandling is prohibited; establishing a prohibition on Panhandling one half mile in each direction of I-10 and I-110; providing for severability; providing for inclusion in the Code; providing for an effective date.

BACKGROUND:
At its January 22, 2015 meeting, the Board approved setting the Public Hearing for consideration of amending the Panhanlding Ordinance.

At the Committee of the Whole on December 18, 2014, the Board directed staff to amend Escambia County Ordinance 2007-08, as amended by 2011-35, to create panhandling zones within a 1/2 mile east and west of Interstate 110, and north and south of all intersections of Interstate 10, in order to address escalating issues along major thoroughfares in the County.

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office drafted the amendment to the proposed ordinance and it was advertised in the Saturday Edition of the Pensacola News Journal on January 24, 2015.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Ordinance

ORDINANCE NO. 2015- ___

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA BOARD OF COUNTY COMMISSIONERS; AMENDING VOLUME I, CHAPTER 86, ARTICLE IV, DIVISION 2, SECTIONS 86-250 THROUGH 86-253 OF THE CODE OF ORDINANCES, THE PANHANDLING ORDINANCE; PROVIDING FOR ADDITIONAL LEGISLATIVE FINDINGS; UPDATING COMMUNITY REDEVELOPMENT AREAS AND DELINEATING INTERSECTIONS WITHIN THOSE COMMUNITY REDEVELOPMENT AREAS WHERE PANHANDLING IS PROHIBITED; ESTABLISHING A PROHIBITION ON PANHANDLING ONE HALF MILE IN EACH DIRECTION OF I-10 AND I-110; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, stopping and standing on areas close to high speed and high capacity roadways creates a serious safety threat to pedestrians and motorists by causing a distraction to motorists; and,

WHEREAS, approaching motor vehicles operated on roadways or rights-of-way creates a serious threat to public safety by distracting motorists, obstructing the free flow of traffic and posing an immediate danger to both pedestrians and motorists; and,

WHEREAS, the County has a significant interest in protecting the health, safety and welfare of those traveling upon the roadways or rights-of-way or using areas adjacent to the roadways within the County; and

WHEREAS, Escambia County is experiencing an increase in behavior that distracts drivers on the public roads and rights-of-way, poses a safety threat to pedestrian and vehicular traffic and disrupts the flow of traffic; and

WHEREAS, the Escambia County Board of County Commissioners desires to take appropriate measures to protect the health, safety and welfare of those living and traveling within Escambia County, Florida.

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

Section 1. Chapter 86, Article IV, Division 2, Sections 86-250 through 86-253, are hereby amended to read as follows:

DRAFT

Sec. 86-250. - Legislative findings.

The board of county commissioners hereby makes the following legislative findings:

(1) Aggressive soliciting, begging or panhandling warrants justifiable alarm or immediate concern for the safety of persons or property and can cause apprehension and fear in the intended target of the soliciting, begging or panhandling.

(2) Soliciting, begging or panhandling on the public roadways or rights-of-way creates a safety hazard for both pedestrians and those travelling upon the roadways and rights-of-way, and poses a disruption to the free flow of traffic.

(3) Escambia County has a significant interest in protecting the health, safety and welfare of those peacefully moving about within the county.

(4) Studies have shown that soliciting, begging or panhandling has a negative impact on the attraction of businesses to the area as well as the ability to retain existing businesses; and

(5) Studies have shown that soliciting, begging or panhandling causes a sense of fear and intimidation, particularly at night, on roadways or in confined areas; and

(6) Studies have shown that soliciting, begging or panhandling contributes to the negative perception of those areas where it occurs, which discourages shoppers and visitors and contributes to the lack of enjoyment of public places within those areas.

Sec. 86-251. - Definitions.

(a) *Arterial roadway* means a roadway providing service which is relatively continuous and of relatively high traffic volume, long trip length, and high operating speed. In addition, every United States numbered highway is an arterial road.

(b) *Begging* means, for purposes of this section only, the same as soliciting, below.

(c) *Community outreach services* means a public or private services provider that offers residential, rehabilitative, medical or social services assistance, including, but not limited to, mental health treatment, drug or alcohol rehabilitation or homeless assistance services for individuals in need thereof. One example of an entity that can help individuals access such services is First Call For Help.

(d) *Community redevelopment areas* means those areas of the county the board of county commissioners has found to be areas of slum and blight as set forth in F.S. §§ 163.330—163.463. Escambia County's community redevelopment areas include the Barrancas Redevelopment Area, Brownsville Redevelopment Area, Cantonment Redevelopment Area, Englewood Redevelopment Area, Palafox Redevelopment Area, Ensley Redevelopment Area, Oakfield Redevelopment Area and Warrington Redevelopment Area and these areas are set forth in the map made a part of Ordinance No. 2011-35. The board of county commissioners may establish additional community redevelopment areas pursuant to F.S. §§ 163.330—163.463.

DRAFT

(e) *Panhandling* means, for purposes of this section only, the same as soliciting, below.

(f) *Soliciting* means, for purposes of this section only, any request made in person on a street, sidewalk, or public place, asking for an immediate donation of money or other thing of value, including the purchase of an item or service for an amount far exceeding its value, under circumstances where a reasonable person would understand that the purchase is a donation. Soliciting shall not include passively standing or sitting with a sign or other indication that one is seeking donations without addressing the request to any specific person.

Sec. 86-252. - Soliciting, begging or panhandling prohibited in certain areas or under certain circumstances.

It shall be unlawful for any person to solicit, beg or panhandle in the unincorporated areas of Escambia County in the following areas or under the following circumstances:

(a) On any day after sunset, or before sunrise; or

(b) When either the panhandler or the person being solicited is located at any of the following locations:

1. At a bus stop.
2. In any public transportation vehicle.
3. In any public transportation facility.
4. In a vehicle which is parked or stopped on a public street or alley.
5. In a sidewalk cafe.
6. Within 20 feet from any ATM machine or entrance to a bank.
7. Within 20 feet of a public toilet facility.
8. From any operator of a motor vehicle that is in traffic on a public street; provided, however, that this prohibition shall not apply to services rendered in connection with emergency repairs requested by the owner or passengers of such vehicle; or
9. <u>Within one half (1/2) mile of any exit or entry ramp to Interstate I-10 or Interstate I-110</u>

(c) In an aggressive manner, to include any of the following:

1. Touching the solicited person without the solicited person's consent.
2. Panhandling a person while such person is standing in line and waiting to be admitted to a commercial establishment.
3. Blocking the path of a person being solicited, or the entrance to any building or vehicle.
4. Following behind, ahead or alongside a person who walks away from the panhandler after being solicited.

DRAFT

5. Using profane or abusive language, either during the solicitation or following a refusal to make a donation, or making any statement, gesture, or other communication which would cause a reasonable person to be fearful or feel compelled.

6. Panhandling in a group of two or more persons; or

(d) Within 500 feet of the intersection of two arterial roads in any community redevelopment area (CRA). The intersections of two arterial roads that fall within a community redevelopment area in the unincorporated areas of Escambia County are:

Arterial/Arterial Intersections Located in Community Redevelopment Areas

Warrington Redevelopment Area

US 98 (SR 30) and Navy Blvd. (SR 295)

New Warrington Rd. (SR 295) and Navy Blvd. (SR 295)

New Warrington Rd. (SR 295) and Chief's Way (SR 294)

Navy Blvd. (SR 295) and Chief's Way (SR 294)

Gulf Beach Hwy. (SR 292) and Navy Blvd. (SR 295)

Gulf Beach Hwy. (SR 292) and Fairfield Dr. (SR 727)

Palafox Redevelopment Area

Fairfield Dr. (SR 295) and Pace Blvd. (SR 292)

Palafox St. (SR 95) and Brent Lane (SR 296)

"W" St. (CR 453) and Beverly Pkwy. (SR 296)

Pace Blvd. (SR 292) and Palafox St. (SR 95)

Fairfield Dr. (SR 295) and Palafox St. (SR 95)

Fairfield Dr. (SR 295) and "W" St. (CR 453)

Englewood Redevelopment Area

Fairfield Dr. (SR 295) and "W" St. (CR 453)

Fairfield Dr. (SR 295) and Pace Blvd. (SR 292)

Barrancas Redevelopment Area

None.

Brownsville Redevelopment Area

New Warrington Rd. (SR 295) and Mobile Hwy. (SR 10A)

Mobile Hwy. (SR 10A) and "W" St. (CR 453)

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Fairfield Dr. (SR 727) and New Warrington Rd. (SR 295)

New Warrington Rd. (SR 295) and Mobile Hwy. (SR 10A)-Interchange Overpass

Lillian Hwy. (SR 298) and New Warrington Rd. (SR 295)

Lillian Hwy. (SR 298) and New Warrington Rd. (SR 295)-Interchange Overpass

Cantonment Redevelopment Area

None.

Ensley Redevelopment Area

Pensacola Blvd (SR 750/US Hwy 29) and East Nine Mile Road (US Hwy 90)

Oakfield Redevelopment Area

Airport Blvd (SR 750) and Interstate 110 Ramp (SR 8A)

Burgess Road (SR 742) and Pensacola Blvd (SR 720/US Hwy 29)

Note: Some intersections are listed in two CRAs since some of their boundaries are adjacent.

Sec. 86-253. - Penalties.

Any person convicted of violating this article shall be prosecuted in the same manner as a misdemeanor in the second degree, and upon conviction shall be punished by a fine not to exceed $500.00, or imprisonment in the county jail not to exceed 60 days, or by both such fine and imprisonment.

In addition, the officer issuing a citation under this article may elect to contact community outreach services, such as United Way's First Call for Help, in order to determine whether a referral can be made or services offered to assist the individual cited. In the event the officer is unable to contact community outreach services at the time of the officer's contact with the person accused of violating this article, the officer may supply the person with information sufficient for the person to make such contact at a later time.

Section 2. SEVERABILITY.

It is declared the intent of the Board of County Commissioners that if any subsection, clause, sentence, provision or phrase of this Ordinance is held to be invalid or unconstitutional by a Court of competent jurisdiction, such invalidity or unconstitutionality shall not be so construed as to render invalid or unconstitutional the remaining provisions of this Ordinance.

DRAFT

Section 3. 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 4. JURISDICTION.

This ordinance shall apply in the unincorporated areas of Escambia County, Florida.

Section 5. EFFECTIVE DATE.

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

DONE AND ENACTED this _____ day of _____, 2015.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

ENACTED:
FILED WITH DEPARTMENT OF STATE:
EFFECTIVE:

DRAFT

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-7538 **Public Hearings 11.**
BCC Regular Meeting
Meeting Date: 02/05/2015
Issue: 3:32 p.m. Ordinance amending Chapter 6, Article III relating to Alcoholic Beverages
From: Kerra Smith, Assistant County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

3:32 p.m. Public Hearing for consideration of adopting an Ordinance amending Chapter 6, Article III, of the Escambia County Code of Ordinances, relating to alcoholic beverages.

Recommendations: That the Board adopt an Ordinance amending Chapter 6, Article III, of the Escambia County Code of Ordinances, relating to alcoholic beverages in public parking areas; reclassifying to address open or unsealed alcoholic beverages; amending Section 6-61, Definitions, to define alcoholic beverages, intoxicating beverage, liquor, and possession; amending Section 6-63, Open Container in Public Parking Areas, to modify prohibitions regarding consumption of alcoholic beverages in public places, limiting applicability to the unincorporated areas of the County, and establishing Exceptions; providing for severability; providing for inclusion in the Code; providing for an effective date.

BACKGROUND:

At its January 22, 2015 meeting, the Board approved setting a Public Hearing for consideration of adopting the above-referenced ordinance. The Board of County Commissioners is authorized to establish and enforce regulations pertaining to alcoholic beverages pursuant Sections 125.01(1)(o) and (w), and 562.14, Florida Statutes (2014). At its December 18, 2014 Committee of the Whole the board discussed the county's open container ordinance and indicated a desire to strengthen the regulations.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The proposed Ordinance was drafted by Assistant County Attorney, Kerra A. Smith.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

The ordinance was drafted with input from the Santa Rosa Island Authority and the Escambia County Sheriff's Office. A copy of the Ordinance will be filed with the Department of State and copies will be provided to the State Attorney's Office and the Sheriff's Office.

Attachments

Ordinance

ORDINANCE 2015-_____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA AMENDING CHAPTER 6, ARTICLE III, RELATING TO ALCOHOLIC BEVERAGES IN PARKING AREAS, RECLASSIFYING TO ADDRESS OPEN OR UNSEALED ALCOHOLIC BEVERAGES; AMENDING SECTION 6-61 DEFINITIONS TO DEFINE ALCOHOLIC BEVERAGES, INTOXICATING BEVERAGE, LIQUOR, AND POSSESSION, AMENDING SECTION 6-63 RELATING TO OPEN CONTAINER IN PUBLIC PARKING AREAS TO MODIFY PROHIBITIONS REGARDING CONSUMPTION OF ALCOHOLIC BEVERAGES IN PUBLIC PLACES, LIMITING APPLICABILITY TO THE UNCORPORATED AREAS OF THE COUNTY, AND ESTABLISHING EXCEPTIONS; PROVIDING FOR SEVERABILTY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners is authorized to establish and enforce regulations pertaining to alcoholic beverages pursuant to Sections 125.01(1)(o) and (w), and 562.14, Florida Statutes (2014); and

WHEREAS, the Board of County Commissioners finds that prohibiting the possession and consumption of alcoholic beverages in public places better ensures the continued health, safety, and welfare of the citizens of the County; and

WHEREAS, the Board of County Commissioners further finds that the proposed amendments serve an important public purpose.

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

Section 1. Chapter 6, Article III, of the Code of Ordinances of Escambia County, Florida is hereby amended to read as follows:

Article III. ~~PARKING AREAS~~ OPEN OR UNSEALED ALCOHOLIC BEVERAGES

Section 2. Chapter 6, Article III, Section 6-61 of the Code of Ordinances of Escambia County, Florida is hereby amended to read as follows:

DRAFT

Sec. 6-61. Definitions.

The following words, terms and phrases when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Alcoholic beverage means any distilled spirits and all beverages containing ~~more than~~ one-half of one percent or more ~~of~~ alcohol by ~~weight~~ volume.

Food stores selling alcoholic beverages means any food or convenience store which has a license for package sales of alcoholic beverages from the state division of alcoholic beverages and tobacco in the classification of 1-APS, 2-APS or PS.

Intoxicating beverage or *intoxicating liquor* means only those alcoholic beverages containing more than 4.007 percent of alcohol by volume.

Liquor means that substance known as ethyl alcohol, ethanol, or sprits of wine in any form, including all dilutions and mixtures thereof from whatever source or by whatever process produced.

Open container means any bottle, can, cup, glass or other receptacle containing any alcoholic beverage, liquor, or other intoxicating beverage which is open, which has been opened, which has its seal broken, or which has had its contents partially removed~~.~~, regardless of whether the container has been resealed or reclosed.

Operator means any person physically present at a food store or package store who is managing such store or is otherwise in charge of its operation.

Owner means any person holding an occupational license for a food store or package store.

Package store means any store primarily engaged in the business of selling alcoholic beverages, which has a license for package sales from the state division of beverages and tobacco in the classifications of 1-APS, 2-APS or PS.

Parking area, public means an open area, other than streets, used for the temporary parking of motor vehicles and available for public use whether free, for compensation or as an accommodation for clients or customers.

Possession means a container is under a person's custody or control either by actual physical possession of the container, having the container in such close proximity that it can be easily retrieved or is readily accessible, or being stored in a place over which a person has control, or which the person has concealed it.

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Special events means any business, corporate, or in-store or out-of-store sales promotions or exhibitions of alcoholic beverages in or near food stores or package stores, including any parking areas adjacent thereto, by an owner or operator, or any sporting events, entertainments, fairs, festivals, social events or functions, or other public gatherings sponsored by a person, in public parking areas wherein alcoholic beverages are possessed and consumed.

Section 3. Chapter 6, Article III, Section 6-63 of the Code of Ordinances of Escambia County, Florida is hereby amended to read as follows:

Sec. 6-63. ~~Open container in public parking areas.~~ Consumption in public places.

(a) *Applicability.* This section shall apply in the unincorporated areas of the county.

(b) Except as provided below, it shall be unlawful for any person to possess any open container of any alcoholic beverage, liquor, or other intoxicating beverage, or consume any alcoholic beverage, liquor, or other intoxicating beverage in, on, or upon any public parking area, street, roadway, highway, sidewalk, alleyway, paved or unpaved right-of-way, or while at or in any public park, playground, or other recreational facility owned by the County, or other public place not duly licensed to permit the consumption of said beverages on the premises in the unincorporated areas of Escambia County.

(c) The Board of County Commissioners finds that the portions of Santa Rosa Island and Perdido Key that are within the jurisdiction of Escambia County (the barrier islands) offer a unique combination of natural beauty, recreational activities, seasonal events, festivals, entertainment venues, restaurants, transient lodging and homes. These areas are often marketed to tourists and other short-term visitors as destinations inclusive of such amenities. Recognizing these findings regarding Santa Rosa Island (Pensacola Beach) and Perdido Key the Board of County Commissioners finds that the provisions of subsection (b) above shall not apply to these geographic areas. For these geographic areas the following shall apply:

It shall be unlawful for any person to consume any alcoholic beverage or possess an open container of any alcoholic beverage while stopping, standing or remaining in or upon any public parking area when such an area is open to the view of the general public or accessible to vehicular traffic.

(d) Proof that a beverage was contained in a container labeled as “beer,” “ale,” “malt liquor,” “malt beverage,” “wine,” or “distilled spirits,” or with other similar name; and which bears the manufacturer’s insignia, name, or trademark, is prima facie evidence that such beverage is an alcoholic beverage as defined in this article.

DRAFT

(e) Proof that a liquor was and is known as whiskey, moonshine whiskey, shine, rum, gin, or brandy, or by another similar name or names shall be prima facie evidence that such liquor is intoxicating and contains more than 4.007 percent of alcohol by volume.

(f) This section shall not apply to the following:

1. The possession of an unsealed partially consumed bottle of wine that has been removed from a restaurant licensed to sell wine and securely resealed by the restaurant or its employees prior to removal, and is packaged and transported in compliance with Section 564.09, Florida Statutes.
2. The possession of any open container by any law enforcement officer, employees of law enforcement agencies or any code enforcement officer while in the authorized performance and scope of their lawful duties.
3. The otherwise lawful, licensed, and permitted possession of any open container or consumption of alcoholic beverages within authorized enclosed buildings or consumption or possession of alcoholic beverages upon private residential property by the owners, residents, or guests of the property.
4. The possession of any open container by any licensed distributor or licensed vendor of alcoholic beverages provided that such alcoholic beverages are being transported solely for commercial purposes.
5. The transportation of any open container in or on a vehicle provided that such container is in a compartment of the vehicle not readily accessible to the driver or passengers, such as a truck bed, car trunk, or other non-passenger or non-driver area.
6. The possession of any open container collected by any person engaged in picking up empty beverage containers for the sole purpose of collecting the deposit value of the bottle or can itself, nor by any person taking part in a litter control campaign.
7. The transportation of any open container or consumption of alcoholic beverage in or on any vehicle duly licensed and operated for hire to transport passengers, such as a private charter or separate passenger compartments of limousines; provided that the operator thereof is not in possession of an open container or engaged in consumption of any alcoholic beverage. This exemption does not apply to any publicly owned or operated vehicle.
8. Special events as provided in Section 6-65.

Section 4. Severability.

DRAFT

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

Section 5. 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 work or phrase in order to accomplish such intentions.

Section 6. Effective Date.

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

DONE AND ENACTED THIS ___ DAY OF_____, 2015.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Steven Barry, Chairman

ATTEST: PAM CHILDERS
Clerk to the Circuit Court

BY:_____
Deputy Clerk

(Seal)

DRAFT

Enacted:
Filed with Department of State:
Effective:

DRAFT

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-7544 **Clerk & Comptroller's Report** **12. 1.**

BCC Regular Meeting **Consent**

Meeting Date: 02/05/2015

Issue: TDT Collection Date for November 2014 Returns Received in December 2014

From: Pam Childers, Clerk of the Circuit Court & Comptroller

Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of TDT Collection Data for November 2014 Returns received in December 2014

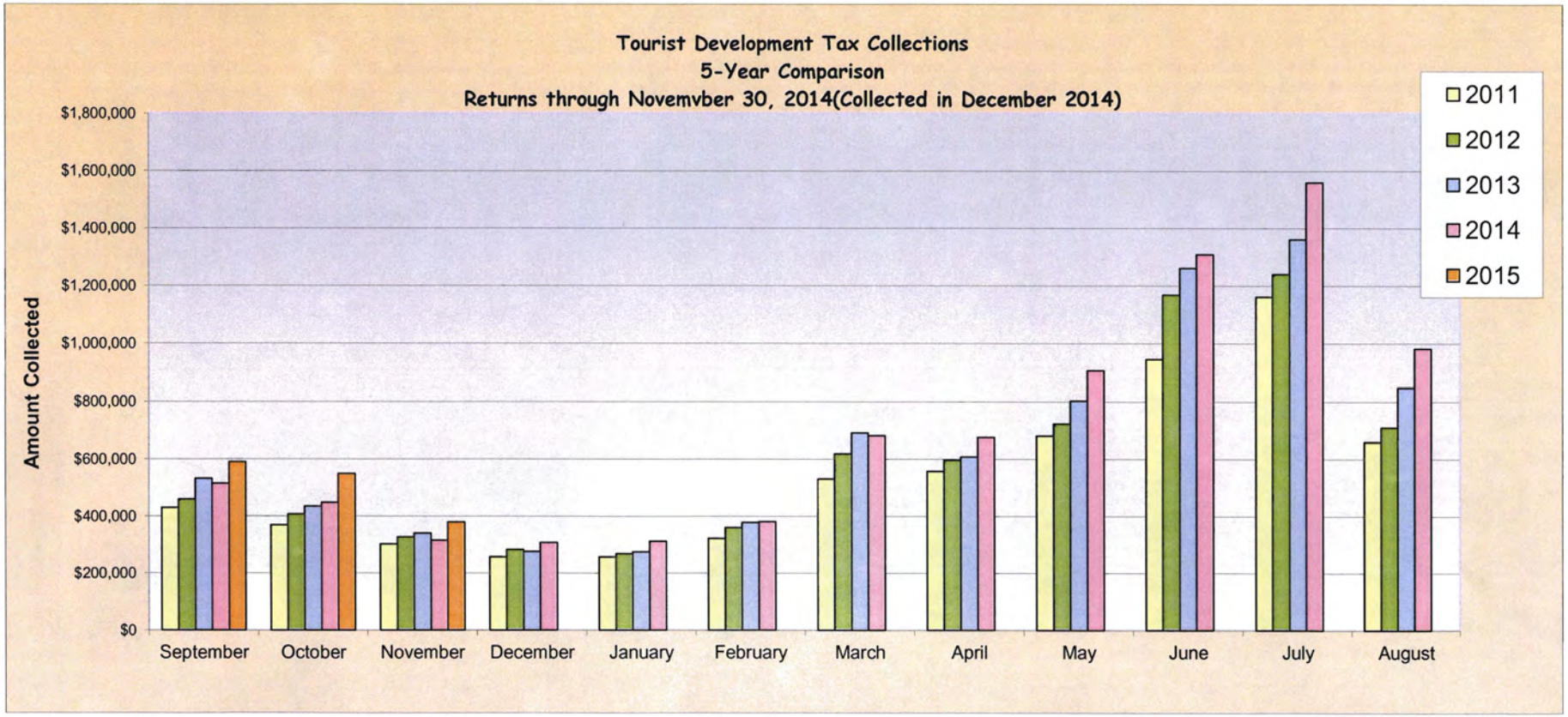
That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the November 2014 returns received in the month of December 2014, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the third month of collections for the Fiscal Year 2015; total collections for the November 2014 returns was $379,003.67; this is a 20.14% increase over the November 2014 returns; total collections year-to-date are 18.86% more than the comparable time frame in Fiscal Year 2014.

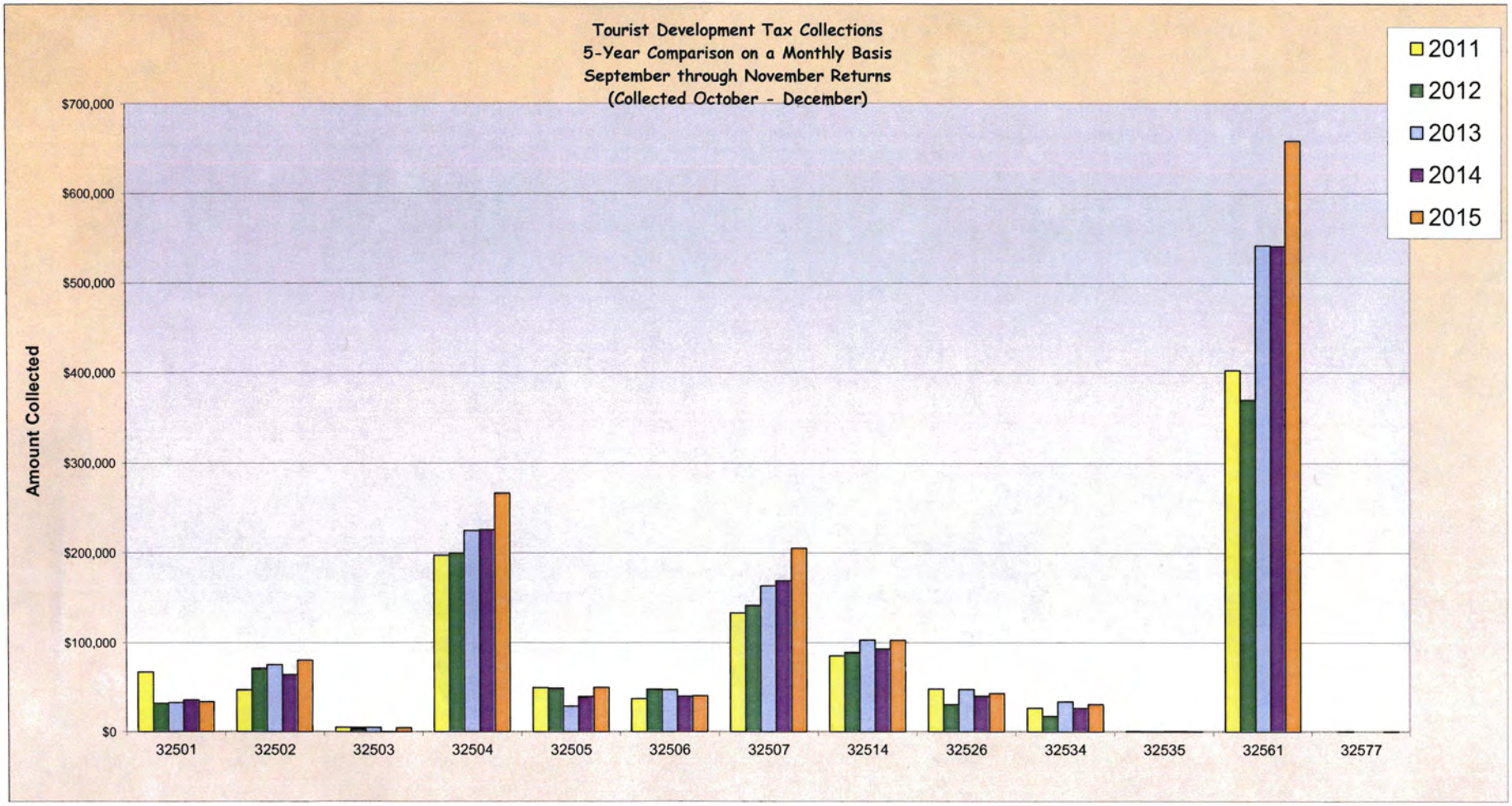
Attachments

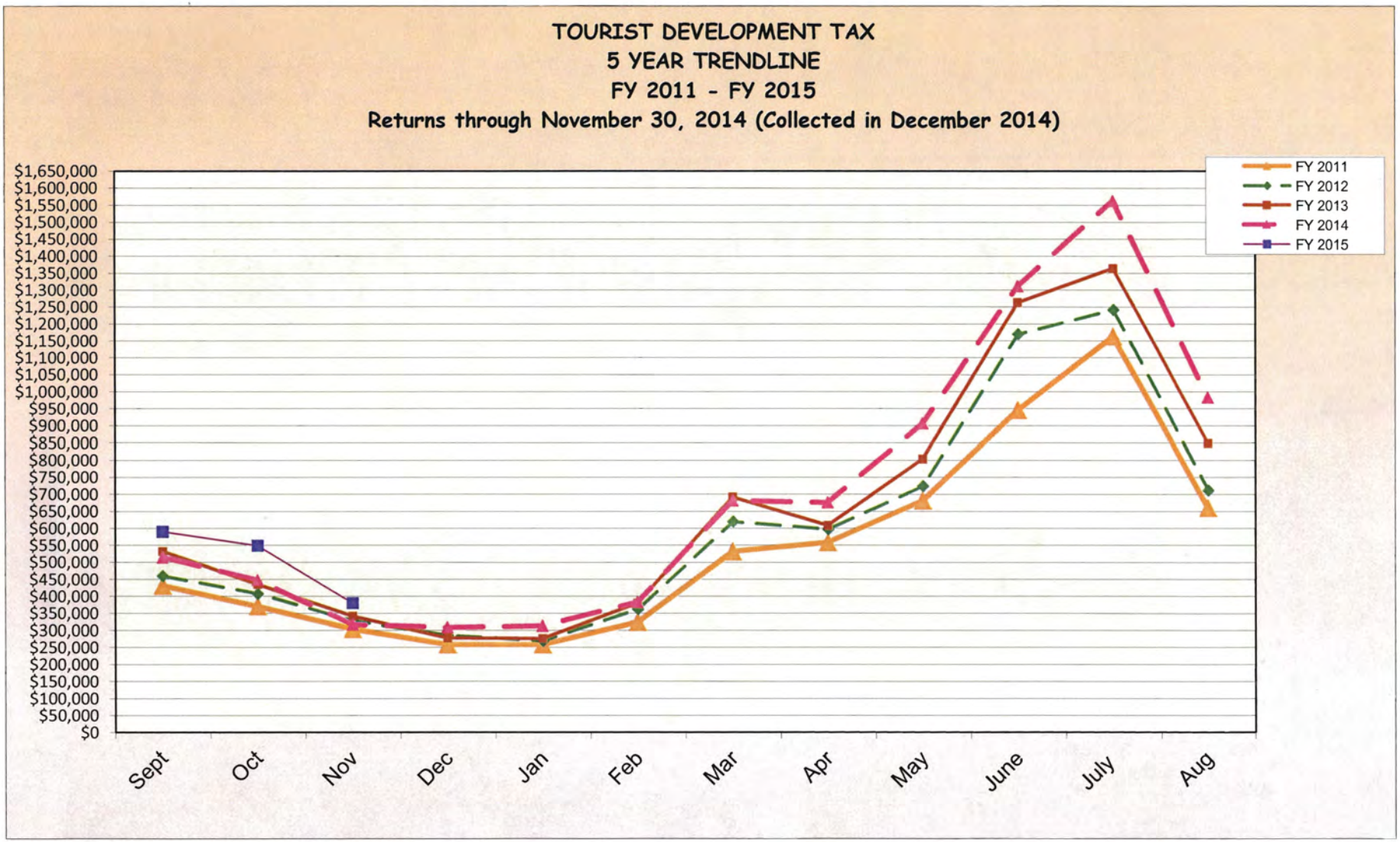
TDT Collections for November 2014 received in December 2014

FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
REPORTED IN FISCAL YEAR FORMAT
ESCAMBIA COUNTY FLORIDA
AS OF DECEMBER 2014

Zip Code	Fiscal Year 2015 YTD Collected	Fiscal Year 2014 YTD Collected	Difference	% Change
32501	33,806	35,807	(2,001)	-6%
32502	80,434	64,033	16,401	26%
32503	4,456	539	3,917	727%
32504	266,756	226,069	40,687	18%
32505	49,726	39,783	9,943	25%
32506	40,460	40,033	427	1%
32507	205,399	168,929	36,470	22%
32514	102,511	92,900	9,611	10%
32526	42,905	40,033	2,872	7%
32534	30,911	26,287	4,624	18%
32535	441	553	(112)	-20%
32561	658,546	541,168	117,378	22%
32562	-	-	-	0%
32577	415	-	415	0%
Total	**$ 1,516,766**	**$ 1,276,134**	**$ 240,632**	**19%**


Tourist Development Tax Collections
5-Year Comparison
Returns through Novemvber 30, 2014(Collected in December 2014)
Amount Collected
$1,800,000
$1,600,000
$1,400,000
$1,200,000
$1,000,000
$800,000
$600,000
$400,000
$200,000
$0
September
October
November
December
January
February
March
April
May
June
July
August
2011
2012
2013
2014
2015


Tourist Development Tax Collections
5-Year Comparison on a Monthly Basis
September through November Returns
(Collected October - December)
2011
2012
2013
2014
2015
Amount Collected
$700,000
$600,000
$500,000
$400,000
$300,000
$200,000
$100,000
$0
32501
32502
32503
32504
32505
32506
32507
32514
32526
32534
32535
32561
32577


TOURIST DEVELOPMENT TAX
5 YEAR TRENDLINE
FY 2011 - FY 2015
Returns through November 30, 2014 (Collected in December 2014)
$1,650,000
$1,600,000
$1,550,000
$1,500,000
$1,450,000
$1,400,000
$1,350,000
$1,300,000
$1,250,000
$1,200,000
$1,150,000
$1,100,000
$1,050,000
$1,000,000
$950,000
$900,000
$850,000
$800,000
$750,000
$700,000
$650,000
$600,000
$550,000
$500,000
$450,000
$400,000
$350,000
$300,000
$250,000
$200,000
$150,000
$100,000
$50,000
$0
Sept
Oct
Nov
Dec
Jan
Feb
Mar
Apr
May
June
July
Aug
FY 2011
FY 2012
FY 2013
FY 2014
FY 2015

FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
ESCAMBIA COUNTY FLORIDA
FISCAL YEAR 2015
AS OF DECEMBER 31, 2014

	Zip Code									
	32501		32502		32503		32504		32505	
Month of Collection	Downtown Area	% OF Total	Other Downtown Area	% OF Total	Cordova Mall & South Area	% OF Total	Davis & Scenic Hwy South of I-10 including Airport Area	% OF Total	South of Michigan Av East of Mobile Hwy West of Pace Blvd	% OF Total
10/14	12,080	2%	28,432	5%	1,001	0%	90,027	15%	17,610	3%
11/14	11,576	2%	28,797	5%	1,508	0%	91,522	17%	19,570	4%
12/14	10,150	3%	23,205	6%	1,947	1%	85,208	22%	12,546	3%
Total	$ 33,806	2%	$ 80,434	5%	$ 4,457	0%	$ 266,756	18%	$ 49,726	3%

	Zip Code									
	32506		32507		32514		32526		32534	
Month of Collection	Lillian Hwy & Highway 98 Area	% OF Total	Bayou Chico to Perdido Key South of Sorrento Area	% OF Total	Palafox & Scenic Hwy North of I-10 Area	% OF Total	Mobile Hwy North of Michigan Avenue Area	% OF Total	I-10 & Pensacola Blvd North Area	% OF Total
10/14	13,395	2%	91,990	16%	34,533	6%	13,979	2%	10,808	2%
11/14	14,690	3%	75,256	14%	36,155	7%	14,417	3%	10,733	2%
12/14	12,375	3%	38,153	10%	31,823	8%	14,509	4%	9,370	2%
Total	$ 40,460	3%	$ 205,399	14%	$ 102,511	7%	$ 42,905	3%	$ 30,911	2%

	Zip Code									
	32535		32561		32562		32577			
Month of Collection	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total	Total Month	% OF Total
10/14	124	0%	275,711	47%	-	0%	-	0%	589,690	100%
11/14	213	0%	243,220	44%	-	0%	415	0%	548,072	100%
12/14	104	0%	139,615	37%	-	0%	-	0%	379,004	100%
Total	$ 441	0%	$ 658,546	43%	$ -	0%	$ 415	0%	$ 1,516,766	100%

FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
ESCAMBIA COUNTY FLORIDA
FISCAL YEAR 2014
AS OF DECEMBER 31, 2013

	Zip Code									
	32501		32502		32503		32504		32505	
Month of Collection	Downtown Area	% OF Total	Other Downtown Area	% OF Total	Cordova Mall & South Area	% OF Total	Davis & Scenic Hwy South of I-10 including Airport Area	% OF Total	South of Michigan Av East of Mobile Hwy West of Pace Blvd	% OF Total
10/13	13,055	3%	21,773	4%	75	0%	76,053	15%	12,054	2%
11/13	12,292	3%	22,419	5%	337	0%	79,832	18%	13,031	3%
12/13	10,461	3%	19,841	6%	127	0%	70,184	22%	14,698	5%
Total	$ 35,807	3%	$ 64,033	5%	$ 539	0%	$ 226,069	18%	$ 39,783	3%

	Zip Code									
	32506		32507		32514		32526		32534	
Month of Collection	Lillian Hwy & Highway 98 Area	% OF Total	Bayou Chico to Perdido Key South of Sorrento Area	% OF Total	Palafox & Scenic Hwy North of I-10 Area	% OF Total	Mobile Hwy North of Michigan Avenue Area	% OF Total	I-10 & Pensacola Blvd North Area	% OF Total
10/13	13,722	3%	82,444	16%	34,979	7%	13,977	3%	9,085	2%
11/13	13,745	3%	57,245	13%	34,218	8%	12,873	3%	9,119	2%
12/13	12,566	4%	29,239	9%	23,703	8%	13,183	4%	8,083	3%
Total	$ 40,033	3%	$ 168,929	13%	$ 92,900	7%	$ 40,033	3%	$ 26,287	2%

	Zip Code									
	32535		32561		32562		32577			
Month of Collection	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total	Total Month	% OF Total
10/13	241	0%	236,152	46%	-	0%	-	0%	513,612	100%
11/13	208	0%	191,726	43%	-	0%	-	0%	447,045	100%
12/13	104	0%	113,290	36%	-	0%	-	0%	315,477	100%
Total	$ 553	0%	$ 541,168	42%	$ -	0%	$ -	0%	$ 1,276,134	100%

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

		THREE (3%) PERCENT TOURIST TAX DOLLARS COLLECTED 2006-2015									
Month Of Collection	For The Month Of	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
OCT	SEP	$302,728	$245,125	$288,077	$277,444	$274,902	$321,850	$343,637	$398,300	$385,209	$442,268
NOV	OCT	262,261	224,646	238,591	231,361	238,423	276,214	304,579	325,198	335,284	411,054
DEC	NOV	229,491	212,939	206,205	185,367	214,475	226,459	244,845	254,898	236,608	284,253
TOTAL		$794,480	$682,710	$732,873	$694,173	$727,800	$824,524	$893,061	$978,396	$957,101	$1,137,575

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

		ADDITIONAL ONE (1%) PERCENT TOURIST TAX DOLLARS COLLECTED 2006-2015									
Month Of Collection	For The Month Of	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
OCT	SEP	$100,760	$81,708	$96,026	$92,482	$91,634	$107,283	$114,546	$132,767	$128,403	$147,423
NOV	OCT	87,266	74,882	79,530	77,120	79,474	92,072	101,526	108,399	111,761	137,018
DEC	NOV	76,287	70,980	68,735	61,789	71,492	75,487	81,615	84,966	78,869	94,751
	TOTAL	$264,313	$227,570	$244,291	$231,391	$242,600	$274,841	$297,687	$326,132	$319,034	$379,192

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-7561 **Clerk & Comptroller's Report** **12. 2.**
BCC Regular Meeting **Consent**
Meeting Date: 02/05/2015
Issue: December 2014 Investment Report
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of the December 31, 2014 Investment Report

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended December 31, 2014, as required by Ordinance Number 95-13; on December 31, 2014, the portfolio market value was $281,342,084 and portfolio earnings totaled $234,653 for the month; the short-term portfolio yield was 0.19%, which should be compared to the S&P Government Index Pool Index 30 Day benchmark of 0.10%; the enhanced cash portfolio achieved a total return of -0.05%, which should be compared to the Merrill Lynch 1-3 Year Treasury Index of -0.24%; the long-term CORE portfolio achieved a total return of -0.33%, which should be compared to the Merrill Lynch 1-5 Year Treasury Index benchmark of -0.33%.

Attachments

December 2014 Investment Report



INVESTMENT PORTFOLIO SUMMARY REPORT

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO SUMMARY REPORT
FISCAL YEAR 2014-2015
December 31, 2014

Prepared by:

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

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO SUMMARY REPORT
FISCAL YEAR 2014-2015
December 31, 2014

INVESTMENT PORTFOLIO COMPOSITION

SUMMARY OF INVESTMENT ALLOCATION	Market Value November 30, 2014	Market Value December 31, 2014
Bank Accounts	$ 23,239,032	$ 30,022,897
Money Market Accounts	55,179,277	55,192,080
State Board of Administration	2,206,941	49,209,908
Certificates of Deposit	10,000,000	20,000,000
Money Market Mutual Fund	819,919	18,459,543
U.S. Treasury Bond/Notes	64,079,403	47,210,200
Federal Agency Bond/Note	36,627,036	35,602,331
Municipal Bonds	1,506,270	1,501,935
Corporate Notes	19,199,994	19,150,903
Commercial Paper	4,992,813	4,992,287
Total Portfolio Assets:	$ 217,850,685	$ 281,342,084
Current Month Earnings:	**$ 120,572**	**$ 234,653**
Fiscal Year to Date Earnings:	**$ 274,917**	**$ 509,570**

SHORT TERM AND LONG TERM CORE PORTFOLIO PERFORMANCE STATISTICS

SHORT TERM PORTFOLIO:	November 30, 2014	December 31, 2014
Market Value	**$ 90,625,249**	**$ 154,424,885**
Short Term Portfolio Yield:	**0.20%**	**0.19%**
Benchmark: S&P GIP Index 30 Day Gross of Fees Yield:	0.10%	0.10%
Fiscal YTD Earnings:	**$ 29,638**	**$ 48,504**

ENHANCED CASH PORTFOLIO:	November 30, 2014	December 31, 2014
Market Value	**$ 20,025,314**	**$ 40,006,039**
Enhanced Cash Portfolio Yield to Maturity at Cost:	**0.47%**	**0.39%**
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:	0.45%	0.64%
Enhanced Cash Portfolio Total Return:	**0.37%**	**-0.05%**
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:	0.14%	-0.24%
Effective Duration (Years)	**1.21**	**1.24**
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:	1.82	1.82
Fiscal YTD Earnings:	**$ 13,553**	**$ 24,176**

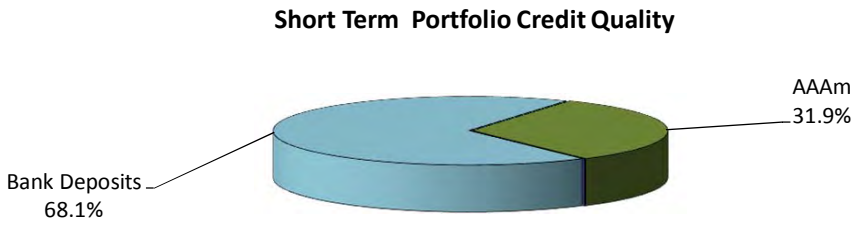
LONG TERM CORE PORTFOLIO:	November 30, 2014	December 31, 2014
Market Value	**$ 107,200,122**	**$ 86,911,160**
CORE Portfolio Yield to Maturity at Cost:	**0.99%**	**1.02%**
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	0.45%	0.64%
CORE Portfolio Total Return:	**0.31%**	**-0.33%**
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	0.32%	-0.33%
Effective Duration (Years)	**2.44**	**2.49**
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	2.63	2.64
Fiscal YTD Earnings:	**$ 231,726**	**$ 436,890**

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO REPORT
FISCAL YEAR 2014-2015
December 31, 2014

SHORT TERM INVESTMENT PORTFOLIO:

PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:

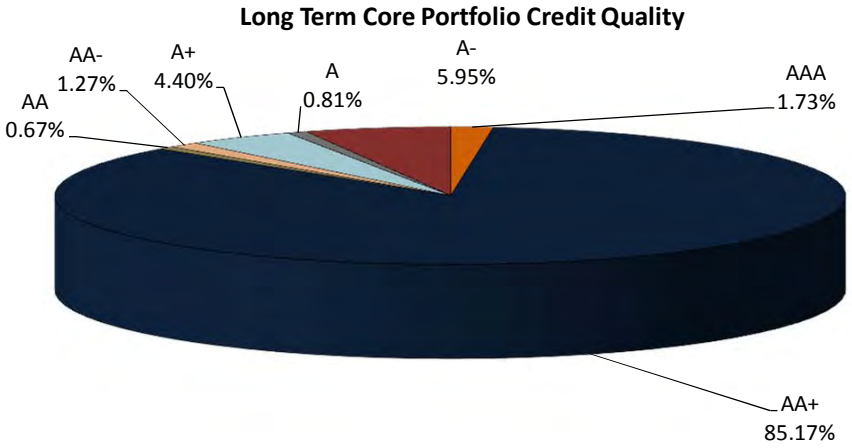
Investment Type	Market Value	Percent Allocation
Bank of America Checking Account	$ 30,022,897	19.4%
Money Market Accounts	55,192,080	35.7%
Certificates of Deposit	20,000,000	13.0%
State Board of Administration	49,209,908	31.9%
Total Short Term Portfolio Assets:	**$ 154,424,885**	**100.0%**



LONG TERM INVESTMENT PORTFOLIO:

PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:

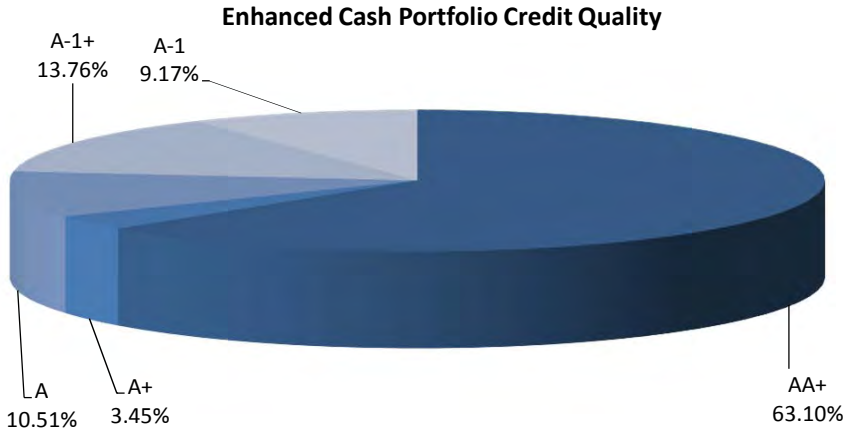
Investment Type	Market Value	Percent Allocation
U.S. Treasury Bond / Note	$ 36,721,293	42.3%
Federal Agency Bond / Note	33,105,430	38.1%
Municipal Obligations	1,501,935	1.7%
Corporate Note	15,358,675	17.7%
Money Market Mutual Fund - Federated Government	223,827	0.3%
Total Long Term Core Portfolio Assets:	**$ 86,911,160**	**100.0%**



ENHANCED CASH INVESTMENT PORTFOLIO:

PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:

Investment Type	Market Value	Percent Allocation
U.S. Treasury Bond / Note	$ 10,488,907	26.2%
Federal Agency Bond / Note	2,496,902	6.2%
Corporate Note	3,792,228	9.5%
Commercial Paper	4,992,287	12.5%
Money Market Mutual Fund - Federated Government	18,235,716	45.6%
Total Enhanced Cash Portfolio Assets:	**$ 40,006,039**	**100.0%**



ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT POLICY COMPLIANCE REPORT
FISCAL YEAR 2014-2015
December 31, 2014

Security Type		Market Value	Percent Allocation	Permitted by Policy	In Compliance
Florida Prime (SBA)	$	49,209,908	17.5%	**25%**	**Yes**
United States Treasury Securities		47,210,200	16.8%	**100%**	**Yes**
Federal Instrumentalities		35,602,331	12.7%	**100%**	**Yes**
Certificates of Deposit		20,000,000	7.1%	**20%**	**Yes**
Savings Accounts		55,192,080	19.6%	**100%**	**Yes**
Commercial Paper		4,992,287	1.8%	**25%**	**Yes**
Corporate Notes		19,150,903	6.8%	**20%**	**Yes**
State and/or Local Government Debt		1,501,935	0.5%	**25%**	**Yes**
Bank Accounts - Bank of America		30,022,897	10.7%	**100%**	**Yes**
Money Market Mutual Fund		18,459,543	6.6%	**50%**	**Yes**
Total Investment Holdings	**$**	**281,342,084**	**100.0%**		

Individual Issuer Breakdown		Market Value	Percent Allocation	Permitted by Policy	In Compliance
American Express Co		2,492,130	0.9%	**5%**	**Yes**
American Honda Finance		904,162	0.3%	**5%**	**Yes**
Apple Inc. Corporate Notes		729,209	0.3%	**5%**	**Yes**
Bank Accounts - Bank of America		30,022,897	10.7%	**100%**	**Yes**
Bank of New York Mellon Corporate Notes		749,271	0.3%	**5%**	**Yes**
Bank of Tokyo Commercial Paper		1,997,033	0.7%	**10%**	**Yes**
Calleguas Water District, CA REV Bond		1,501,935	0.5%	**10%**	**Yes**
Caterpillar Corporate Notes		1,450,861	0.5%	**5%**	**Yes**
Centennial Bank Certificate of Deposit		10,000,000	3.6%	**10%**	**Yes**
Coca-Cola Co. Commercial Paper		1,996,978	0.7%	**10%**	**Yes**
Coca-Cola Company		579,854	0.2%	**5%**	**Yes**
Federal Home Loan Bank (FHLB)		7,369,371	2.6%	**25%**	**Yes**
Federal Home Loan Mortgage Corporation (FHLMC)		8,790,907	3.1%	**25%**	**Yes**
Federal National Mortgage Association (FNMA)		19,442,053	6.9%	**25%**	**Yes**
Fidelity Institutional Government MMF		18,459,543	6.6%	**25%**	**Yes**
Florida Prime (SBA)		49,209,908	17.5%	**25%**	**Yes**
General Electric Corporate Notes		4,029,456	1.4%	**5%**	**Yes**
Hancock Bank		22,531,585	8.0%	**10%**	**Yes**
John Deere Corporate Notes		766,634	0.3%	**5%**	**Yes**
JP Morgan Chase Corporate Notes		769,802	0.3%	**5%**	**Yes**
Pepsico, Inc.		2,668,690	0.9%	**5%**	**Yes**
Servisfirst Bank		25,122,596	8.9%	**10%**	**Yes**
Summit Bank Money Market Account		17,537,898	6.2%	**10%**	**Yes**
Toyota Corporate Notes		1,101,733	0.4%	**5%**	**Yes**
Toyota Motor Credit Commercial Paper		998,275	0.4%	**10%**	**Yes**
United States Treasury Securities		47,210,200	16.8%	**100%**	**Yes**
Wells Fargo &Company Corporate Notes		2,909,103	1.0%	**5%**	**Yes**
Total Investment Holdings	**$**	**281,342,084**	**100.0%**		

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-7587 **Clerk & Comptroller's Report** **12. 3.**
BCC Regular Meeting **Consent**
Meeting Date: 02/05/2015
Issue: Acceptance of Documents
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

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

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

A. A copy of the Financial Statements for the Pensacola-Escambia County Promotion and Development Commissioner for the year ended September 30, 2014;

B. A copy of the Financial Statements and Supplementary Information for the Santa Rosa Island Authority for the year ended September 30, 2014; and

C. A copy of the Annual Audit Report for the Escambia County, Florida, Law Library Board, for the year ended September 30, 2014.

Attachments

PEDC Financial Statements
SRIA Financial Statements
Law Library Board 2014 Annual Audit Report

PENSACOLA-ESCAMBIA COUNTY PROMOTION AND DEVELOPMENT COMMISSION

PENSACOLA, FLORIDA

FINANCIAL STATEMENTS

SEPTEMBER 30, 2014

PENSACOLA-ESCAMBIA COUNTY PROMOTION AND DEVELOPMENT COMMISSION

PENSACOLA, FLORIDA

FINANCIAL STATEMENTS

SEPTEMBER 30, 2014

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INDEPENDENT AUDITOR'S REPORT

Board of Directors
Pensacola-Escambia County Promotion
and Development Commission
Pensacola, Florida

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the General Fund and the fiduciary fund of the Pensacola-Escambia County Promotion and Development Commission (the "Commission") as of and for the year ended September 30, 2014, and the related notes to the financial statements, which collectively comprise the Commission's financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the General Fund and the fiduciary fund of the Commission, as of September 30, 2014, and the respective changes in financial position and the budgetary comparison for the General Fund for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Other Matter

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 3 through 7 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated November 13, 2014 on our consideration of the Commission's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Commission's internal control over financial reporting and compliance.

Saltmarsh Cleaveland & Gund

Pensacola, Florida
November 13, 2014

Pensacola-Escambia County Promotion and Development Commission
Management's Discussion and Analysis
For the Year Ended September 30, 2014

Our discussion and analysis of the financial performance of the Pensacola-Escambia County Promotion and Development Commission (the "Commission") provides an overview of the Commission's financial activities for the fiscal year ended September 30, 2014. Please review it in conjunction with the Commission's financial statements.

FINANCIAL HIGHLIGHTS

- Total assets for the Pensacola-Escambia County Promotion and Development Commission decreased by $4,998 from 2013 due to an increase of $19,877 in receivables, and a decrease of $24,875 in bank account balances. Liabilities decreased by $7,510 due to an overall decrease in payables.
- Deferred Compensation Fund net assets balance increased by $985 from 2013. The fluctuation is representative of two parts. The first part is a $10,585 increase in asset value which is consistent with a minimal increase in stock market performance, and the second part is $9,600 worth of normal monthly draws to result in the overall increase in balance.

USING THIS ANNUAL REPORT

This annual report consists of a series of financial statements. The Statement of Net Position and the Statement of Activities (on pages 8-9) provide information about the activities of the Commission as a whole and present a longer-term view of the Commission's finances. Fiduciary fund financial statements start on page 11.

Reporting on the Commission as a Whole

The Statement of Net Position and the Statement of Activities

Our analysis of the Commission as a whole begins on the following page. One of the important questions asked about the Commission's finances is "Is the Commission as a whole better off or worse as a result of the year's activities?" The Statement of Net Assets and the Statement of Activities report information about the Commission as a whole and about its activities in a way that helps answer this question. These statements include all assets and liabilities using the accrual basis of accounting, which is similar to accounting used by most private-sector companies. Accrual of the current year's revenues and expenses are taken into account regardless of when cash is received or paid.

These two statements report the Commission's net assets and changes in them. You can think of the Commission's net assets, the difference between assets, what the Commission owns, and liabilities, what the Commission owes, as one way to measure the Commission's financial health, or financial position. Over time, increases or decreases in the Commission's net assets are one indicator of whether its financial health is improving or deteriorating. You will need to consider other non-financial factors, however, such as continuing local government support, to assess the overall health of the Commission.

Reporting the Commission's Funds

Fiduciary Fund Financial Statements

Our analysis of the Commission's fiduciary fund begins on the following page. The fund financial statements begin on page 11 and provide detail information about the Deferred Compensation Fund.

Notes to the Financial Statements: The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 13-18 of this report.

THE COMMISSION AS A WHOLE

The Commission's total net position changed slightly from a year ago, increasing from $4,348,204 to $4,350,716. Our analysis below focuses on the net position (Table 1) and changes in net position of the Commission's governmental activities.

Table 1
Net Position
(in thousands)

	2013	2014
Cash and investments	$ 662	$ 637
Grant receivable	0	20
Technology Park property	5,850	5,850
Total Assets	$ 6,512	$ 6,507
Accounts payable	$ 15	$ 4
Technology Park payable – County	2,149	2,152
Total liabilities	2,164	2,156
Net Position:		
Restricted	61	61
Unrestricted	4,287	4,290
Total net position	4,348	4,351
Total Liabilities and Net Position	$ 6,512	$ 6,507

Statement of Activities

Prior year revenue totaled $270,601 versus current year revenue of $291,193 for a variance of 8%.

Prior year expenses totaled $303,527 versus current year expenses of $288,681 for a variance of 5%.

Reporting on the Fiduciary Fund

Prior year investment income in the Deferred Compensation Fund totaled $7,698 versus current year investment income of $10,585.

Prior year expenses and current year expenses both totaled $9,600. The withdrawal amount does not change from year to year.

Table 2
Final Budget versus Actual Results (GAAP Basis)
General Fund

	Final Budget	Actual	Variance
Revenues:			
Intergovernmental	$ 270,000	$ 270,000	$ 0
Grant revenue	0	19,877	19,877
Investment income	600	970	370
Miscellaneous income	0	346	346
Expenditures:			
Current -			
General government	$ 570,600	$ 288,681	$ 281,919

Final Budget versus Actual Results

The Commission did not have any changes to the intergovernmental revenue since the Commission was able to reasonably estimate the predicted revenue sources throughout the year. The Commission did not budget grant revenue during the year, as the grant contract was not signed during the year. The Commission realized a slight increase in interest for the year, as prior year activity related to the Technology Park Project caused the cash balances to increase at the end of last year, and remained higher than previous balances throughout the year. The Commission had a small amount of miscellaneous income resulting from a class action lawsuit settlement involving the Technology Park.

The variance in General Government expenditures can be attributed to budgeted expenses for the FOIL Project and Technology Park Master Planning that did not occur by year end.

ECONOMIC FACTORS

The economic development mission of the Commission remains constant. The Commission has contracted with a new entity formed from an active divestiture of the Greater Pensacola Chamber, the Community Economic Development Association of Pensacola and Escambia County ("CEDA"), for all of its economic activities which includes performing management duties on behalf of the Commission. In addition, Escambia County and the City of Pensacola have budgeted funds to support the Commission for the upcoming year. The Commission requested increased funding from Escambia County and the City of Pensacola for the upcoming year in order to fully fund CEDA's public funding contribution out of the Commission rather than CEDA's public funding coming from various sources. Escambia County granted the additional funding request. The additional funding request from the City of Pensacola is still under negotiation.

The Commission took ownership of property from Escambia County and the City of Pensacola for the purpose of developing it into a Technology Campus during 2008. Construction of the initial infrastructure for the Campus, partially funded with a line of credit from Escambia County, was completed in June 2012. In December 2012, the Commission sought to re-appraise the Technology Campus value to more accurately reflect the current market value of the property. Also in fiscal year 2013, the Commission approved an updated version of the Inter-local Agreement between the Commission, City of Pensacola, Escambia County and the Community Redevelopment Agency ("CRA"), which included both City and County forgiveness of debt for the Technology Campus property and the ability to market and sell or lease the property independently of City or County approval. The line of credit from Escambia County will be paid for using proceeds from the sale of the lots on the Technology Campus. Once eighty percent of the developable square footage of the Technology Campus has been conveyed by the Commission to a third party, the net ad valorem property tax received by the City and by the County from the properties within the Campus shall be applied to repayment of the line of credit. Now that the Technology Campus more accurately reflects the current market value of the property, the Commission is marketing the property to prospective companies and has retained the services of Beck Properties and CB Richard Ellis to provide commercial brokerage services for the Technology Campus. The Commission has entered into a professional service agreement with Atkins for Technology Park master planning.

The Commission entered into a Memorandum of Intent with Space Florida, a public corporation and independent special district of the State of Florida. Space Florida proposes to construct a multi-tenant facility totaling approximately 75,000 square feet on an approximately 80,000 square feet SF site at the Pensacola Technology Campus, on land located in Pensacola, Florida, and owned by the Commission, so as to provide a state-of-the-art facility to enable growth for development of a confidential aerospace company that will be the anchor tenant, as well as several additional complimentary smaller tenants.

The Commission has entered into a grant agreement with the State of Florida, Department of Economic Opportunity ("DEO"), to conduct a Feasibility, Economic Impact, and Industrial Development Study to determine the feasibility of developing sites along the Lower Escambia River Basin into major industrial sites to target high-energy, aerospace, or other industrial-manufacturing businesses to boost economic development and job growth.

The Commission remains the Grantee for Foreign-Trade Zone (FTZ) #249 and continues to fulfill all of its responsibilities as the designated grantee for FTZ #249. FTZ #249 consists of sites at the Port of Pensacola, Pensacola International Airport, Pensacola Marine Terminal (2 sites: Pensacola Shipyard and Spruce Street Industrial Complex), Century Industrial Park and a designated sub-zone for the GE Wind Energy Plant. The Commission will be reviewing FTZ #249 schedules for fees associated with FTZ usage to report to the Foreign Trade Zone Board along with FTZ #249's annual report.

REQUEST FOR INFORMATION

This financial report is designed to provide a general overview of the Commission's finances for all those with interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Pensacola Bay Area Chamber of Commerce, 117 W Garden Street, Pensacola, Florida 32502.



Fawnn Harnage
Chief Financial Officer

FINANCIAL STATEMENTS

PENSACOLA-ESCAMBIA COUNTY PROMOTION AND DEVELOPMENT COMMISSION
STATEMENT OF NET POSITION
SEPTEMBER 30, 2014

ASSETS

	General Fund
Cash	$ 637,398
Grant receivable	19,877
Technology Park property, net	5,850,000
Total Assets	$ 6,507,275

LIABILITIES AND NET POSITION

Liabilities:	
Accounts payable	$ 4,143
Technology Park payable - County	2,152,416
Total liabilities	2,156,559
Commitments and Contingencies	--
Net Position:	
Restricted	61,198
Unrestricted:	
Committed	52,309
Unassigned	4,237,209
Total net position	4,350,716
Total Liabilities and Net Position	$ 6,507,275

The accompanying notes are an integral part of these financial statements.

PENSACOLA-ESCAMBIA COUNTY PROMOTION AND DEVELOPMENT COMMISSION
STATEMENT OF ACTIVITIES
YEAR ENDED SEPTEMBER 30, 2014

	General Fund
Revenues:	
Intergovernmental - City	$ 120,000
Intergovernmental - County	150,000
Grant revenue	19,877
Investment income	970
Miscellaneous income	346
Total revenues	291,193
Expenses:	
Current -	
General government -	
Economic Development	267,687
Audit and accounting	7,500
Miscellaneous	12,244
Total expenses	288,681
Change in Net Position	2,512
Net Position, October 1, 2013	4,348,204
Net Position, September 30, 2014	$ 4,350,716

The accompanying notes are an integral part of these financial statements.

PENSACOLA-ESCAMBIA COUNTY PROMOTION AND DEVELOPMENT COMMISSION
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL - GENERAL FUND
YEAR ENDED SEPTEMBER 30, 2014

	General Fund			
	Original Budget	Final Budget	Actual	Variance - Favorable (Unfavorable)
Revenues:				
Intergovernmental - City	$ 120,000	$ 120,000	$ 120,000	$ -
Intergovernmental - County	150,000	150,000	150,000	-
Grant revenue	-	-	19,877	19,877
Investment income	600	600	970	370
Miscellaneous income	-	-	346	346
Total revenues	270,600	270,600	291,193	20,593
Expenditures:				
Current -				
General government -				
Economic Development	248,500	548,500	267,687	280,813
Audit and accounting	7,500	7,500	7,500	-
Contractual services - Foreign Trade Zone	1,500	1,500	1,250	250
Miscellaneous	13,100	13,100	12,244	856
Total expenditures	270,600	570,600	288,681	281,919
Excess (Deficiency) of Revenues Over (Under) Expenditures	$ -	$ (300,000)	$ 2,512	$ 302,512

The accompanying notes are an integral part of these financial statements.

PENSACOLA-ESCAMBIA COUNTY PROMOTION AND DEVELOPMENT COMMISSION
STATEMENT OF FIDUCIARY NET POSITION
SEPTEMBER 30, 2014

ASSETS

	Deferred Compensation Fund
Investments	$ 54,445
Total Assets	$ 54,445

LIABILITIES AND NET POSITION

Liabilities	$ -
Net Position:	
Held for retirement benefits	54,445
Total net position	54,445
Total Liabilities and Net Position	$ 54,445

The accompanying notes are an integral part of these financial statements.

PENSACOLA-ESCAMBIA COUNTY PROMOTION
AND DEVELOPMENT COMMISSION
STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
YEAR ENDED SEPTEMBER 30, 2014

	Deferred Compensation Fund
Additions:	
Investment income	$ 10,585
Deductions:	
Deferred Compensation Fund withdrawals	9,600
Change in Net Position	985
Net Position, October 1, 2013	53,460
Net Position, September 30, 2014	$ 54,445

The accompanying notes are an integral part of these financial statements.

NOTES TO FINANCIAL STATEMENTS

PENSACOLA-ESCAMBIA COUNTY PROMOTION AND DEVELOPMENT COMMISSION
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2014

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. The Reporting Entity

The Pensacola-Escambia County Promotion and Development Commission ("the Commission") was established by the Legislature of the State of Florida to promote and develop tourism and industry in Escambia County and in the City of Pensacola. The Commission is governed by a nine member board consisting of representatives of the Board of County Commissioners of Escambia County, the City of Pensacola City Council, the Town of Century and the Greater Pensacola Chamber. The Commission is a joint venture of Escambia County and the City of Pensacola and is economically dependent on funding from these entities.

B. Measurement Focus, Basis of Accounting and Financial Statement Presentation

The Commission has adopted the provisions of Governmental Accounting Standards Board Statement No. 34, *Basic Financial Statements-and Management's Discussion and Analysis-For State and Local Governments* and Statement No. 37, *Basic Financial Statements-and Management's Discussion and Analysis-for State and Local Governments: Omnibus*.

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the nonfiduciary activities of the Commission. The Commission's fiduciary fund is not presented in the government-wide financial statements since by definition, the assets cannot be used to address activities or obligations of the Commission (i.e., the assets are being held for the benefit of retirees). Individual fund financial statements are provided for the fiduciary fund, even though it is excluded from the government-wide financial statements.

The basis of accounting refers to when revenues, expenditures or expenses are recognized in the accounts and reported in the financial statements. Basis of accounting relates to the timing of the measurements made, regardless of the measurement focus applied.

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the fiduciary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, revenues are considered to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

There are no material differences between the accrual basis of accounting and the modified accrual basis of accounting in the Commission's financial statements. Accordingly, separate financial statements have not been prepared for the General Fund.

The Commission reports the following funds:

Governmental Funds

The General Fund is used to account for all financial resources except those required to be accounted for in another fund.

Fiduciary Funds

The Deferred Compensation Fund is an expendable trust fund used to account for assets held by the Commission in a fiduciary capacity for a former employee.

C. General Budget Policies

The Board approves total budget appropriations only. Management is authorized to transfer budget amounts between department and object codes. However, any revisions that alter the total appropriations must be approved by the Board. Therefore, the level of budgetary responsibility is by total appropriations.

Formal budgetary integration is employed as a management device during the year.

D. Budgetary Basis of Accounting

The budget is prepared in accordance with generally accepted accounting principles.

The budget amounts shown in the financial statements are the final authorized amounts as amended during the year.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

E. Restricted and Unrestricted Resources

When an expense is incurred for purposes for which both restricted and unrestricted resources are available, it is the Commission's policy to use restricted resources first, then unrestricted resources as they are needed. Within the unrestricted category, committed resources are used first, then assigned resources, if any, followed by unassigned resources as needed. The Commission establishes (and modifies or rescinds) net asset commitments by passage of a Board of Directors resolution.

NOTE 2 - CASH AND INVESTMENTS

The investment of surplus funds is governed by the provisions of Section 218.415, Florida Statutes, as to the types of investments that can be made. Investments authorized by the statute include:

(a) The Local Government Surplus Funds Trust Fund, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act, as provided in Section 163.01.
(b) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency.
(c) Interest-bearing time deposits or savings accounts in qualified public depositories, as defined in Section 280.02.
(d) Direct obligations of the U.S. Treasury.

The Commission has no investment policy that would further limit its investment choices.

Deposits:

Chapter 280, Florida Statutes, provides that deposits must be placed in a depository designated under the provisions of Chapter 136 and the regulations of the Department of Banking and Finance as a qualified public depository. As such, these deposits are considered to be fully insured.

The Commission's deposits at year end were entirely covered by federal depository insurance or pooled collateral held by the State Treasurer under the provisions of Chapter 280, Florida Statutes. At September 30, 2014, the carrying amount of the Commission's deposits was $637,398 and the bank balance was $639,087.

Investments:

Investments in the Deferred Compensation Fund are recorded at market value and consist of amounts held in a stock mutual fund. Market value of the investments at September 30, 2014 was $54,445.

NOTE 3 - DEFERRED COMPENSATION PLAN

In previous years, the Commission offered its employees a deferred compensation plan that permitted employees to defer a portion of their salary until future years. The deferred compensation is not available to employees until termination, retirement, death, or permanent disability. The plan presently has no active participants and one retired participant.

All amounts of compensation deferred under the plan, all property and rights purchased with those amounts, and all income attributable to those amounts, property, or rights are (until paid or made available to the employee or other beneficiary) solely the property and rights of the Commission (without being restricted to the provisions of benefits under the plan), subject only to the claims of the Commission's general creditors. Participants' rights under the plan are equal to those of general creditors of the Commission in an amount equal to the fair market value of the deferred account for each participant. Deferred compensation plan assets are solely invested in a mutual fund, the Oppenheimer Capital Appreciation Fund Class A, and are recorded at market value.

NOTE 4 - TECHNOLOGY PARK

In 2008, the Commission entered into an interlocal agreement (the "Agreement") with Escambia County (the "County"), the City of Pensacola (the "City") and the Community Redevelopment Agency ("CRA") of the City of Pensacola to develop a Technology Park in downtown Pensacola. Pursuant to the Agreement, the County and the City conveyed certain property to the Commission with a fair value of $6,900,000 and $1,425,000, respectively. The development of the Technology Park was completed during the year ended September 30, 2014, and the property is now considered to be held for resale. During the year ended September 30, 2013, the Commission recorded a fair value adjustment of $5,718,106 to account for a decrease in fair value of the Technology Park property.

Under the Agreement, this property was conveyed to the Commission subject to a right of re-entry if certain goals were not met. The County provided a line of credit to fund development of the Technology Park infrastructure. Also, the County and City were to receive 83% and 17%, respectively, of the proceeds from sales of lots in the Technology Park after the County was reimbursed for all funding provided with the line of credit.

During 2013, the Agreement was amended so that County and City no longer require the Commission to reimburse the respective property interests conveyed unto it. The forgiveness of debt totaling $4,069,512 was recorded in the statement of activities. Net proceeds from the sale of lots will be applied to the County line of credit until the line of credit is repaid in its entirety, at which time any additional proceeds from the sale of lots will remain with the Commission for future economic development projects. The County and City retain a right of re-entry if the Commission does not sell at least one lot or enter into a long-term lease for at least one lot by September 6, 2016.

NOTE 4 - TECHNOLOGY PARK (Continued)

Once eighty percent of the developable square footage of the Technology Park has been conveyed by the Commission to a third party, the net ad valorem property tax received by the City and by the County from the properties within the Technology Park shall be applied to repayment of any remaining balance on the line of credit.

Infrastructure costs of $3,243,106 have been capitalized, of which $1,926,938 were funded by the County. The remaining infrastructure costs of $1,316,168 were funded by a grant as more fully discussed in Note 8.

The following is a summary of the carrying value of the Technology Park property and the associated liability due to the County as of September 30, 2014:

	County	City	Total
Initial land conveyance	$ 6,900,000	$ 1,425,000	$ 8,325,000
Infrastructure funded by County	1,926,938		1,926,938
Infrastructure funded by grant	1,316,168		1,316,168
Technology Park property at cost	$ 10,143,106	$ 1,425,000	11,568,106
Fair value adjustment			(5,718,106)
Technology Park property at fair value			5,850,000
Accrued interest and other			371,928
Forgiveness of debt			(4,069,512)
Technology Park payable			$ 2,152,416

NOTE 5 - NET POSITION

Restricted net position includes $61,198 contributed by the Emerald Coast Utilities Authority, which is restricted for economic development in the General Fund, and $54,445 held for retirement benefits in the Deferred Compensation Fund.

Committed net position includes $52,309 of funds for future commerce park marketing and/or improvements.

NOTE 6 - CONDUIT DEBT

The Commission issued industrial revenue bonds to provide financial assistance to the Florida Institute for Human and Machine Cognition, Inc. ("IHMC") for the refinance of debt with the University of West Florida Foundation, Inc. The bonds were secured by the property financed and were payable solely from payments received from the underlying financing agreement. The bonds were repaid during 2014 and ownership of the acquired facilities transferred to IHMC.

NOTE 7 - RISK MANAGEMENT

The Commission is exposed to various levels of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. To mitigate some of those risks, the Commission maintains a directors and officers liability policy and a commercial general liability policy. There have been no losses for these risks in any of the prior three fiscal years, and the Commission is not aware of any material liabilities related to these risks as of September 30, 2014.

NOTE 8 - COMMITMENTS AND CONTINGENCIES

The Commission has engaged the Community Economic Development Association, Inc. to promote economic development for the year ending September 30, 2015 for a fee of $750,000.

As discussed in Note 4, the Commission entered into an interlocal agreement (the "Agreement") with Escambia County, the City of Pensacola and the Community Redevelopment Agency of the City of Pensacola to develop a Technology Park in downtown Pensacola. This Agreement was amended during 2013. Under the amended agreement, the City and County have a right of re-entry on the property if the Commission does not sell at least one lot or enter into a long-term lease, not less than 15 years in duration, of at least one lot by September 6, 2016.

As of September 30, 2014, the Commission has not yet sold or entered into a long-term lease for any of the Technology Park lots.

The Commission was awarded a Public Works and Facilities Development Grant through the EDA for construction of the Technology Park. The total grant award was $2 million on an estimated total project cost of approximately $3.7 million. The additional project costs not funded by the EDA grant were funded by the County, as discussed in Note 4. The grant agreement sets forth certain reporting and compliance requirements, noncompliance with which could result in the return of funds to the grantor.

NOTE 9 - SUBSEQUENT EVENT

In October 2014, the Commission signed a grant agreement with the State of Florida Department of Economic Opportunity. Under the agreement, the Commission will conduct a Feasibility, Economic Impact, and Industrial Development Study (the "Project") to determine the feasibility of developing industrial sites in Escambia County. The Commission will be reimbursed for services performed under the agreement not to exceed $3,000,000. During the year ended September 30, 2014, the Commission incurred expenditures totaling $19,877 that are reimbursable under the grant. Accordingly, a receivable for this amount has been recorded as of September 30, 2014.

OTHER REPORTS

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Board of Directors
Pensacola-Escambia County Promotion
and Development Commission
Pensacola, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the General Fund and the fiduciary fund of the Pensacola-Escambia County Promotion and Development Commission (the "Commission") as of and for the year ended September 30, 2014, and the related notes to the financial statements, which collectively comprise the Commission's basic financial statements, and have issued our report thereon dated November 13, 2014.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Commission's internal control over financial reporting ("internal control") to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Commission's internal control. Accordingly, we do not express an opinion on the effectiveness of the Commission's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Board of Directors
Pensacola-Escambia County Promotion
and Development Commission

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Commission's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Pensacola, Florida
November 13, 2014

MANAGEMENT LETTER

To the Board of Directors
Pensacola-Escambia County Promotion
and Development Commission
Pensacola, Florida

Report on the Financial Statements

We have audited the financial statements of the Pensacola-Escambia County Promotion and Development Commission (the "Commission"), as of and for the fiscal year ended September 30, 2014, and have issued our report thereon dated November 13, 2014.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and Chapter 10.550, Rules of the Florida Auditor General.

Other Report

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*. Disclosures in that report, which is dated November 13, 2014, should be considered in conjunction with this management letter.

Prior Audit Finding

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. Corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report.

Board of Directors
Pensacola-Escambia County Promotion
and Development Commission

Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. The official title for the Pensacola-Escambia County Promotion and Development Commission is disclosed in the notes to the financial statements. The Pensacola-Escambia County Promotion and Development Commission was established by Chapters 67-1365 and 89-481, Laws of Florida. There are no component units.

Financial Condition

Section 10.554(1)(i)5.a., Rules of the Auditor General, requires that we report the results of our determination as to whether or not the Commission has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and identification of the specific condition(s) met. In connection with our audit, we determined that the Commission did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Section 10.554(1)(i)5.c. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures. It is management's responsibility to monitor the Commission's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Annual Financial Report

Section 10.554(1)(i)5.b., Rules of the Auditor General, requires that we report the results of our determination as to whether the annual financial report for the Commission for the fiscal year ended September 30, 2014, filed with the Florida Department of Financial Services pursuant to Section 218.32(1)(a), Florida Statutes, is in agreement with the annual financial audit report for the fiscal year ended September 30, 2014. In connection with our audit, we determined that these two reports were in agreement.

Other Matters

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we address in the management letter any recommendations to improve financial management. In connection with our audit, we have the following recommendation:

Finding 2014-1

The Commission amended its budget during 2014 to include additional expenditures. These additional budgeted expenditures were covered by reserves brought forward from prior years, but these prior year reserves were inadvertently omitted from the budget amendment. As a result, the final budget was not balanced as required by Florida Statutes, Chapter 129.01(2)(b). We noted that the Commission did not exceed its budgeted expenditures during the year, and its total expenditures did not exceed its total revenues. However, we recommend that the Commission carefully review future budget amendments to insure such amendments and the final budget are balanced as required by Florida Statutes.

Board of Directors
Pensacola-Escambia County Promotion
and Development Commission

Section 10.554(1)(i)3., Rules of the Auditor General, requires that we address noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charges with governance. In connection with our audit, we did not have any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.



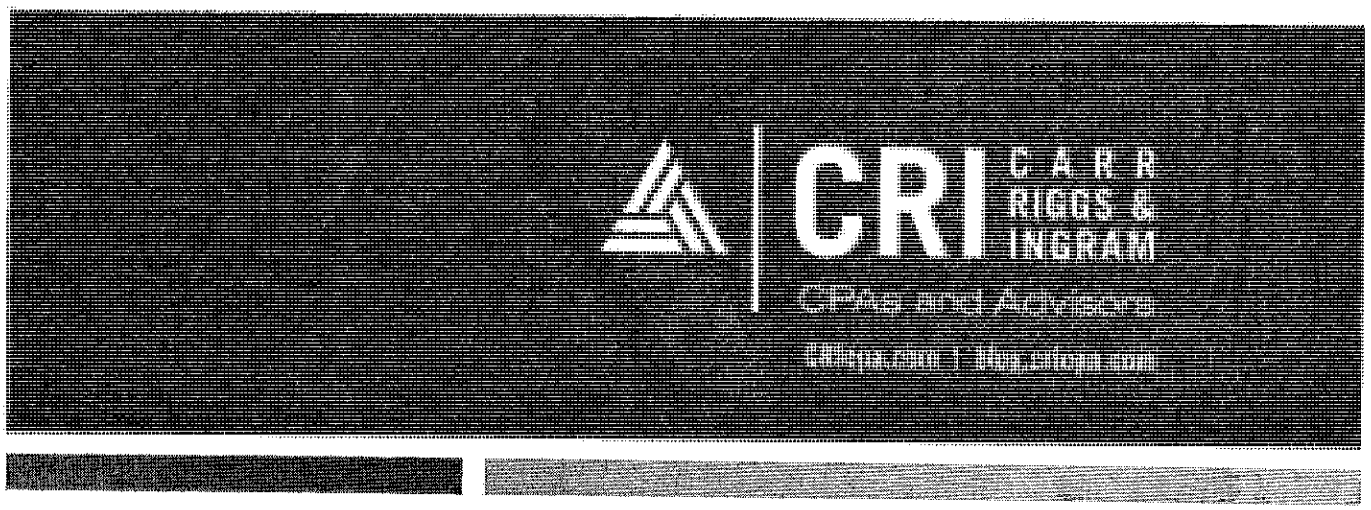
Pensacola, Florida
November 13, 2014

Santa Rosa Island Authority

A Component Unit of Escambia County, Florida

Financial Statements and Supplementary Information

September 30, 2014 and 2013



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September 30, 2014

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INDEPENDENT AUDITOR'S REPORT

To the Board Members and Chief Executive Officer
Santa Rosa Island Authority
Pensacola, Florida

Report on the Financial Statements

We have audited the accompanying financial statements of the business-type activities of Santa Rosa Island Authority (hereinafter referred to as "Authority"), as of and for the years ended September 30, 2014 and 2013, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the business-type activities of the Authority as of September 30, 2014 and 2013, and the respective changes in financial position and cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Schedule of Funding Progress – Other Post-Employment Benefits, as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Management has omitted the Management Discussion and Analysis that accounting principles generally accepted in the United States of America requires to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinion on the basic financial statements is not affected by this missing information.

Other Information

Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise Authority's basic financial statements. The Schedules of Revenues and Expenses – Budget and Actual are presented for purposes of additional analysis and are not a required part of the basic financial statements. The schedules are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information, except for that portion marked "unaudited," on which we express no opinion, has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the basic financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued a report dated December 10, 2014, on our consideration of the Authority's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control over financial reporting and compliance.

Carr Riggs & Ingram, L.L.C.

CARR, RIGGS & INGRAM, LLC

Miramar Beach, Florida
December 10, 2014

Santa Rosa Island Authority
(A Component Unit of Escambia County, Florida)
Statements of Net Position

September 30,	2014	2013
Assets		
Current assets		
Cash and short-term investments	$ **2,229,928**	$ 1,716,690
Accounts receivable, net	**385,589**	323,262
Unbilled receivables	**124,696**	124,696
Due from other governments	**51,300**	43,138
Prepaid expenses	**77,790**	78,778
Total current assets	**2,869,303**	2,286,564
Noncurrent assets		
Capital funds contingency - cash	**1,764,452**	1,673,453
Cash and short-term investments - restricted	**4,262,237**	3,115,362
Investments - unrestricted	**1,513,575**	1,509,056
Investments - restricted	**1,489**	25,992
Capital assets, net	**11,153,530**	11,748,364
Total noncurrent assets	**18,695,283**	18,072,227
Total assets	$ **21,564,586**	$ 20,358,791

(continued)

The accompanying footnotes are an integral part of these financial statements.

Santa Rosa Island Authority
(A Component Unit of Escambia County, Florida)
Statements of Net Position (Continued)

September 30,	2014	2013
Liabilities		
Current liabilities		
Accounts payable	$ **348,770**	$ 256,030
Accrued payroll	**67,826**	56,847
Other accrued liabilities	**49,609**	40,390
Due to Escambia County	**121,649**	-
Unearned revenue	**1,698,825**	489,992
Interagency loan - Escambia County	**-**	100,000
Obligations under capital leases	**72,984**	39,128
Total current liabilities	**2,359,663**	982,387
Noncurrent liabilities		
Compensated absences	**258,582**	242,190
Obligations under capital leases	**-**	72,984
Obligation for other postemployment benefits	**172,612**	153,500
Total noncurrent liabilities	**431,194**	468,674
Total liabilities	**2,790,857**	1,451,061
Deferred inflows of resources		
Deferred revenue	**121,007**	117,346
Unearned consideration fees	**620,952**	634,640
Total deferred inflows of resources	**741,959**	751,986
Net position		
Net investment in capital assets	**11,045,993**	11,536,244
Restricted for island improvements - Portofino	**2,149,151**	2,186,199
Restricted for improvements - Escambia County	**184,296**	193,500
Restricted for Quietwater restoration - BP	**175,379**	175,379
Restricted for other	**53,930**	54,885
Unrestricted	**4,423,021**	4,009,537
Total net position	**18,031,770**	18,155,744
Total liabilities, deferred inflows of resources, and net position	$ **21,564,586**	$ 20,358,791

The accompanying footnotes are an integral part of these financial statements.

Santa Rosa Island Authority
(A Component Unit of Escambia County, Florida)
Statements of Activities

Years ended September 30,	2014	2013
Operating revenues		
Lease fees		
Commercial	$ 5,154,036	$ 4,843,020
Residential	2,782,466	2,837,890
Interest income	30,730	33,611
Other operating revenue	254,128	78,553
Total operating revenues	8,221,360	7,793,074
Operating expenses		
Personal services	3,422,777	3,207,108
Contractual and professional services	447,298	505,054
Supplies	319,351	317,509
Repairs and maintenance	79,094	84,816
Utilities	282,236	294,430
Advertising and promotion	806,556	789,245
Capital outlay	320,725	677,443
Other operating expense	480,805	454,110
Total operating expenses before depreciation	6,158,842	6,329,715
Depreciation	1,079,097	1,083,607
Total operating expenses	7,237,939	7,413,322
Operating income	983,421	379,752
Non-operating revenues (expenses)		
Federal grant projects revenue	-	20,316
State grant projects revenue	51,300	38,261
BP Exploration & Production grant projects revenue	145,083	354,917
BP Exploration & Production grant projects expense	(145,067)	(354,917)
Beach re-nourishment expenses	(112,100)	(102,600)
Island improvement expenses	(535,585)	(500,065)
Payments to Escambia County - pledged revenues	(350,000)	(600,000)
Payments to Escambia County - fire and rescue	(200,000)	(200,000)
Interest expense	(2,905)	(13,189)
Gain on disposal of assets	11,777	31,265
Impairment loss	-	(562,381)
Other income	30,102	56,695
Non-operating revenues (expenses), net	(1,107,395)	(1,831,698)
Change in net position	(123,974)	(1,451,946)
Net position, beginning of year	18,155,744	19,607,690
Net position, end of year	$ 18,031,770	$ 18,155,744

The accompanying footnotes are an integral part of these financial statements.

Santa Rosa Island Authority
(A Component Unit of Escambia County, Florida)
Statements of Cash Flows

Years ended September 30,	2014	2013
Operating activities		
Cash received from lessees	$ **7,813,140**	$ 7,414,682
Payments to vendors	**(2,511,469)**	(3,169,632)
Payments to employees	**(3,376,294)**	(3,170,129)
Net cash provided (used) by operating activities	**1,925,377**	1,074,921
Noncapital financing activities		
Payments to Escambia County	**(550,000)**	(869,934)
Interagency loan - Escambia County	**(100,000)**	(100,000)
BP Exploration & Production grant revenue received	**100,000**	400,000
Grant advances	**1,589,782**	-
Donations received	**30,102**	56,695
Payments for other non-operating expenses	**(792,752)**	(957,582)
Net cash provided (used) by noncapital financing activities	**277,132**	(1,470,821)
Capital and related financing activities		
Acquisition and construction of capital assets	**(484,263)**	(225,364)
Proceeds from sale of capital assets	**11,777**	33,056
Cash received from other governments	**43,138**	129,871
Interest payments	**(2,905)**	(9,306)
Payments on obligations under capital lease	**(39,128)**	(68,390)
Net cash provided (used) by capital and related financing activities	**(471,381)**	(140,133)
Investing activities		
Sales of investments	**1,533,559**	1,533,792
Purchase of investments	**(1,513,575)**	(1,512,038)
Net cash provided (used) by investing activities	**19,984**	21,754
Net change in cash and short-term investments	**1,751,112**	(514,279)
Cash and short-term investments, beginning of year	**6,505,505**	7,019,784
Cash and short-term investments, end of year	$ **8,256,617**	$ 6,505,505

(continued)

The accompanying footnotes are an integral part of these financial statements.

Santa Rosa Island Authority
(A Component Unit of Escambia County, Florida)
Statements of Cash Flows (Continued)

Years ended September 30,	2014	2013
Reconciliation of operating income to net cash provided (used) by operating activities		
Operating income	$ **983,421**	$ 379,752
Adjustments to reconcile operating income to net cash provided (used) by operating activities:		
Depreciation	**1,079,097**	1,083,607
Other postemployment benefit obligation	**19,112**	17,076
Changes in operating assets and liabilities:		
Accounts and unbilled receivables	**(62,327)**	58,104
Prepaid expenses	**988**	1,701
Accounts payable	**92,740**	(44,230)
Accrued payroll	**10,979**	17,227
Other accrued liabilities	**9,219**	(4,496)
Due to Escambia County	**121,649**	-
Unearned revenue	**(335,866)**	(468,103)
Compensated absences	**16,392**	2,676
Deferred revenue	**3,661**	45,294
Unearned consideration fees	**(13,688)**	(13,687)
Net cash provided (used) by operating activities	$ **1,925,377**	$ 1,074,921
Cash reconciliation		
Cash and short-term investments	$ **2,229,928**	$ 1,716,690
Capital funds contingency - cash	**1,764,452**	1,673,453
Cash and short-term investments - restricted	**4,262,237**	3,115,362
Cash and short-term investments, end of year	$ **8,256,617**	$ 6,505,505

The accompanying footnotes are an integral part of these financial statements.

NOTE 1 - ORGANIZATION

The Santa Rosa Island Authority ("Authority"), exists pursuant to the provisions of Chapter 24500, Laws of Florida, Special Acts of 1947, as amended. The Authority is the governing body of a portion of Santa Rosa Island and consists of five members appointed by the Board of County Commissioners of Escambia County, and one member elected by the leaseholders of Santa Rosa Island. The Authority has been constituted a body corporate and an agency of Escambia County and, accordingly, meets the criteria of a component unit and will be included in the Basic Financial Statements of Escambia County, Florida.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting

The Authority maintains its books and records under the accrual method of accounting. Under this method, revenues are recognized when earned rather than when received, and related expenses are recognized when they are incurred rather than when paid. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

The Authority classifies fund equity into three components – net investment in capital assets; restricted; and unrestricted. These classifications are defined as follows:

Net investment in capital assets – This component of fund equity consists of capital assets, including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets. If there are significant unspent related debt proceeds at year-end, the portion of the debt attributable to the unspent proceeds is not included in the calculation of invested in capital assets, net of related debt. Rather, that portion of the debt is included in the same fund equity component as the unspent proceeds.

Restricted – This component of fund equity consists of constraints placed on fund equity imposed by creditors (such as through debt covenants), contributors, or laws or regulations of other governments, or constraints imposed by law through constitutional provisions or enabling legislation.

Unrestricted – This component of fund equity consists of fund equity that does not meet the definition of "restricted" or "net investment in capital assets".

The Authority is accounted for as an enterprise fund. Enterprise funds are used to account for operations (a) that are financed and operated in a manner similar to private business enterprises, where the intent of the governing body is that costs (expenses, including depreciation) of providing

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

goods or services to the general public on a continuing basis be financed or recovered primarily through user charges; or (b) where the governing body has decided that periodic determination of revenues earned, expenses incurred, and/or net income is appropriate for capital maintenance, public policy, management control, accountability, or other purposes. The Authority complies with generally accepted accounting principles (GAAP) and applies all relevant Governmental Accounting Standards Board (GASB) pronouncements.

Enterprise funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with an enterprise fund's principal ongoing operations. The principal operating revenues of the Authority are lease fees and related charges. Operating expenses of the Authority include personal services, contractual and professional services, supplies, repairs and maintenance, utilities, advertising and promotions, other expenses and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

Restricted Assets

Certain assets of the Authority are restricted for use by agreements with third-parties or by bond indenture; thus, they are not available to be used at management's discretion. These restrictions include contributions from other governments and assets restricted for beach re-nourishment and certain capital improvements as further discussed in Note 7.

When both restricted and unrestricted resources are available for use, it is the Authority's policy to use restricted resources first, then unrestricted resources as they are needed.

General Budget Policies

Prior to the beginning of each fiscal year, the Executive Director submits an operating budget to the Authority Board. The budget includes proposed expenses necessary for operation of the Authority and estimated revenues available to finance those expenses. Once approved by the Authority Board, the budget is submitted for approval by the Board of County Commissioners of Escambia County. The legal level of budgetary control is by total expenditures. Any amendments that alter total expenditures must be approved by the Authority Board and the Board of County Commissioners of Escambia County. All appropriations lapse at year end.

The budget is prepared on a basis that differs from generally accepted accounting principles as follows:

A. The budget does not include a provision for depreciation expense or for gain or loss from disposal of capital assets.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

B. The budget includes a provision for capital outlay, which is not included in the results of operations under generally accepted accounting principles, except for certain non-capital items expensed by the Authority.

Cash and Short-term Investments

For purposes of the statement of cash flows, the Authority considers all highly liquid debt instruments with a maturity of three months or less when purchased to be cash equivalents, excluding investments in the Local Government Surplus Funds Trust Fund Investment Pool.

Capital Assets

Capital assets are defined by the Authority as assets with an initial/individual cost of more than $1,000 and an estimated useful life in excess of two years. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

Upon being placed into service, property, plant and equipment of the Authority are depreciated using the straight-line method over the estimated useful lives. Estimated useful lives for financial reporting purposes are as follows: transportation equipment, maintenance equipment, office equipment and miscellaneous: 3 – 10 years; parking lots, landscaping, sidewalks, boardwalks, outdoor lighting, piers, boat basin, boat ramp, and walkovers: 20 years; and streets, buildings and shelters: 30 – 40 years.

Compensated Absences

It is the Authority's policy to permit employees to accumulate a limited amount of earned but unused annual leave and, for those employees who have achieved retirement age or are entitled under a negotiated contract, a limited amount of earned but unused sick leave. Accordingly, the Authority records an accrual for earned but unused annual leave and sick leave.

Lease Fees

Lease fees, including consideration fees, are generally recognized as income over the lease term as it becomes receivable according to the provisions of the lease. Lease fees received but not yet earned according to the provisions of the lease are recorded as deferred revenue. The Authority has agreed to bill certain lease fees quarterly or monthly even though the full amount is due at the beginning of the renewal year. Amounts due from year-end through the lease renewal date are reflected as unbilled receivables on the accompanying Statements of Net Position.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Deferred Outflows/Inflows of Resources

In addition to assets, the statements of net position will sometimes include a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources,* represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The Authority does not have any of this type of item at September 30, 2014.

In addition to liabilities, the statements of net position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources,* represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The Authority has two items, deferred revenue and unearned consideration fees, which qualify for reporting in this category. Both result from the collection of revenues in advance of the year for which they are due.

Other Post-Employment Benefits

The Authority utilizes uniform reporting standards for other postemployment benefit (OPEB) expense and related liabilities, note disclosures, and required supplementary information (RSI) in annual financial reports of governmental entities. See Note 11 for a description of the OPEB expenses and liabilities.

NOTE 3 – CASH AND INVESTMENTS

The Authority maintains deposits with "Qualified Public Depositories" as defined in Chapter 280, Florida Statutes. All Qualified Public Depositories must place with the Treasurer of the State of Florida securities in accordance with collateral requirements determined by the State's Chief Financial Officer. In the event of default by a Qualified Public Depository, the State Treasurer will pay public depositors all losses. Losses in excess of insurance and collateral will be paid through assessments between all Qualified Public Depositories.

NOTE 3 – CASH AND INVESTMENTS (Continued)

Under this method, all of the Authority's deposits are fully insured or collateralized at the highest level of security as defined by GASB, Statement Number 40, *Deposits and Investment Disclosures (An Amendment of GASB, Statement Number 3).*

The Authority is authorized to invest in financial instruments as established by Section 218.415, Florida Statutes. The authorized investments include among others negotiable direct or indirect obligations which are secured by the United States Government; the Local Government Surplus Funds Trust Fund as created by Section 218.415, Florida Statutes; and interest-bearing time deposits or savings accounts in authorized financial institutions.

The following is a summary of the Authority's investments:

September 30,	**2014**	**2013**	**Credit Risk**	**Maturities**
State Board of Administration Florida Fund B	$ -	$ 25,912	not rated	n/a
State Board of Administration Florida PRIME	**1,489**	80	AAAm	39 days
Certificate of deposit	**1,513,575**	1,509,056	not rated	3/20/2015
Total investments	**$ 1,515,064**	$1,535,048		

All investments held at September 30, 2014 and 2013 are reported at fair value. The SBA Investment Pool (Fund B) is accounted for as a fluctuating NAV pool. Fair value is based on the Authority's account balance and a fair value factor provided by the State Board of Administration of Florida, 1.1326 at September 30, 2013. At September 30, 2014, the original principal balances have been distributed in full to each Fund B participant. In addition, the Authority has invested certain funds in a certificate of deposit for which the maturity exceeded 90 days and therefore is not included as cash and short-term investments. The certificate earns interest at 0.40%.

Interest rate risk –The Authority does not have a formal policy for addressing interest rate risk; however, investments are made with discretion to seek reasonable returns, preserve capital, and in general, avoid speculative investments. The Authority manages its exposure to declines in fair values from interest rate changes by reviewing the portfolio on an ongoing basis for changes in effective yield rates.

Custodial credit risk – For an investment, custodial credit risk is the risk that the Authority will not be able to recover the value of the investments or collateral securities that are in the possession of an outside party. The Authority has no formal policy for custodial risk. At September 30, 2014 and 2013, the State Board of Administration Pool (Fund B) is held by a counterparty in the Authority's name. None of the other investments listed above are exposed to custodial credit risk because their existence is not evidenced by securities that exist in physical or book entry form.

NOTE 3 – CASH AND INVESTMENTS (Continued)

Concentration risk – The Authority places no limit on the amount the Authority may invest in any one issuer.

NOTE 4 – CAPITAL ASSETS

The following is a summary of changes in the capital assets for the years ended September 30, 2014 and 2013:

September 30,	2013	Transfers in and Additions	Transfers out and Retirements	2014
Capital assets not being depreciated:				
Construction work in progress	$ -	$ 188,226	$ -	$ 188,226
Total capital assets not being depreciated	-	188,226	-	188,226
Other capital assets:				
Buildings	3,679,499	-	-	3,679,499
Other improvements	16,069,449	216,715	-	16,286,164
Equipment	1,804,024	79,322	(105,649)	1,777,697
Total other capital assets	21,552,972	296,037	(105,649)	21,743,360
Less accumulated depreciation for:				
Buildings	(1,200,821)	(122,122)	-	(1,322,943)
Other improvements	(7,430,694)	(760,246)	-	(8,190,940)
Equipment	(1,173,093)	(196,729)	105,649	(1,264,173)
Total other capital assets	(9,804,608)	(1,079,097)	105,649	(10,778,056)
Other capital assets, net	11,748,364	(783,060)	-	10,965,304
Total capital assets, net	$ 11,748,364	$ (594,834)	$ -	$ 11,153,530

NOTE 4 – CAPITAL ASSETS (Continued)

September 30,	2012	Transfers in and Additions	Transfers out and Retirements	2013
Capital assets not being depreciated:				
Construction work in progress	$ 327,333	$ 37,584	$ (364,917)	$ -
Repurchased leases	562,381	-	(562,381)	-
Total capital assets not being depreciated	889,714	37,584	(927,298)	-
Other capital assets:				
Buildings	3,680,141	-	(642)	3,679,499
Other improvements	15,711,314	364,917	(6,782)	16,069,449
Equipment	1,804,375	187,780	(188,131)	1,804,024
Total other capital assets	21,195,830	552,697	(195,555)	21,552,972
Less accumulated depreciation for:				
Buildings	(1,079,650)	(121,813)	642	(1,200,821)
Other improvements	(6,684,299)	(752,152)	5,757	(7,430,694)
Equipment	(1,150,816)	(210,408)	188,131	(1,173,093)
Total other capital assets	(8,914,765)	(1,084,373)	194,530	(9,804,608)
Other capital assets, net	12,281,065	(531,676)	(1,025)	11,748,364
Total capital assets, net	$ 13,170,779	$ (494,092)	$ (928,323)	$ 11,748,364

In prior years, the Authority purchased certain of its leases with businesses on Santa Rosa Island in connection with its long-term plans for the Island. The Authority intended to use these sites in its future recreation and redevelopment projects. The cost of these leases total $562,381 and was included on the accompanying Statement of Net Position as Capital assets, net at September 30, 2012. During the fiscal year September 30, 2013, management determined these leases no longer held any realizable value and have written them off as an impairment loss in the current year. The impairment loss is included on the accompanying Statement of Activities and totals $562,381 for the year ended September 30, 2013.

NOTE 5 – LONG-TERM LIABILITIES

The Authority has entered into a capital lease for equipment with a term of 36 months. Monthly payments are approximately $3,500. A final payment of $50,000 is due in May 2015. Amortization on equipment under capital lease is included in depreciation expense. The cost of equipment under capital leases totals $164,888, with accumulated depreciation of $39,848, and is included in Capital assets, net on the accompanying Statement of Net Position.

NOTE 5 – LONG-TERM LIABILITIES (Continued)

Maturities of the obligations under the capital leases are as follows:

Year ending September 30,	Principal	Interest	Total
2015	$ 72,984	$ 1,266	$ 74,250
	$ 72,984	$ 1,266	$ 74,250

Changes in long-term liabilities were as follows:

September 30,	2013	Additions	Reductions	2014	Amount Due Within One Year
Compensated absences	$ 242,190	$ 16,392	$ -	$ 258,582	$ -
Interagency loan - Escambia County	100,000	-	(100,000)	-	-
Obligations under capital lease	112,112	-	(39,128)	72,984	72,984
	$ 454,302	$ 16,392	$ (139,128)	$ 331,566	$ 72,984

September 30,	2012	Additions	Reductions	2013	Amount Due Within One Year
Compensated absences	$ 239,514	$ 2,676	$ -	$ 242,190	$ -
Interagency loan - Escambia County	200,000	-	(100,000)	100,000	100,000
Obligations under capital lease	180,502	-	(68,390)	112,112	39,128
	$ 620,016	$ 2,676	$ (168,390)	$ 454,302	$ 139,128

NOTE 5 – LONG-TERM LIABILITIES (Continued)

Compensated absences consisted of the following:

September 30,	2014	2013
Accumulated unpaid annual leave	$ **161,049**	$ 162,626
Accumulated unpaid sick leave	**97,533**	79,564
	$ **258,582**	$ 242,190

NOTE 6 – LEASING ACTIVITIES

Substantially all of the Authority's revenue is derived from leasing activities. The Authority leases the land of Santa Rosa Island to residents and businesses on the Island but does not convey ownership.

The Authority's policy is to report all leases as operating leases since the land of the island is not recorded as an asset on the financial statements and the leases do not meet the criteria of a capital lease.

Most residential and many commercial leases are for a period of 99 years. Many of these 99-year leases have options to renew for another 99-year term. Some leases, particularly those for restaurants and concessions, are generally for a shorter period. Each lease provides that any construction on the premises must be performed within an established length of time, and detailed plans and specifications must be approved by the Authority before a building permit is issued. Failure to pay any rentals due or failure to comply with any other covenants of the lease constitutes a violation under the terms of the lease and the Authority may repossess the land and the improvements after required notice if the lessee fails to correct the default.

The following is a schedule of estimated future minimum rentals to be received under these leases for the periods ending September 30. In addition, certain leases have a provision that allows for an increase in minimum lease fees every five years in proportion to the consumer price index (CPI). During fiscal year 2010, the Board approved a CPI percentage increase of 6.5% for leases with an escalator clause. However, an effective date for the increase has not been established.

2015	$ 3,704,742
2016	3,704,742
2017	3,704,742
2018	3,704,742
2019	3,704,742

NOTE 6 – LEASING ACTIVITIES (Continued)

The following is a schedule of the number of residential and commercial leaseholders as of:

September 30,	2014	2013
Residential	3,901	3,898
Commerical	176	135

By resolution effective September 30, 2002, the Authority pledged all lease revenue to the payment of the Capital Improvement Revenue Bonds issued by Escambia County on October 1, 2002 (see Note 13).

NOTE 7 – RESTRICTED NET POSITION

Restricted net position is comprised of three primary components: Portofino island improvement funds, revenue bond restricted accounts, and certain claim proceeds related to the BP oil spill. The Portofino restricted funds are derived from a portion of the Portofino lease and must be used for future Island improvements. As of September 30, 2014 and 2013, the restricted Portofino funds equal $2,149,151 and $2,186,199, respectively.

Amounts restricted for beach improvement and capital improvement represent funds received by the Authority from Escambia County's bond proceeds which have not been spent by year end. Amounts equaling $184,296 and $193,500 remained restricted at September 30, 2014 and 2013, respectively. For the years ended September 30, 2014 and 2013, all expenditures from the bond proceeds were capitalized as required.

The Authority also considers certain funds received from BP relating to the Deepwater Horizon Oil Spill as restricted for the restoration of the Quietwater Beach area. These amounts total $175,379 for both September 30, 2014 and 2013.

In addition to restricted net position, the Authority has also designated certain unrestricted net asset amounts for future contingencies. These amounts total $1,764,452 and $1,673,453 as of September 30, 2014 and 2013, respectively, and are included in Unrestricted net position on the accompanying Statement of Net Position.

NOTE 8 – RISK MANAGEMENT

The Authority is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The Authority has established a

NOTE 8 – RISK MANAGEMENT (Continued)

self-insurance program to cover its risk of loss related to general liability claims and natural disasters. As of September 30, 2014 and 2013, the Authority has set aside $1,764,452 and $1,673,453, respectively, in contingency funds to cover any claims that may be filed or other emergencies for which cash flow, particularly in off-seasons, might not be sufficient to cover.

The sovereign immunity limits of the State of Florida restrict general liability claims to $100,000. General liability claims above $100,000 would have to be approved by the State Legislature. The Authority participates in the Escambia County self-insurance program to cover its risks of loss related to workers' compensation claims. The Authority pays an annual premium to the program for its coverage. Details of this self-insurance program can be found in the Escambia County, Florida Comprehensive Annual Financial Report. The Authority continues to carry commercial insurance for risks of loss, including property insurance. Settled claims resulting from these risks have not exceeded commercial insurance coverage in any of the past three fiscal years.

NOTE 9 – STATE GRANT PROJECTS

The Authority received grant funds from the Florida Department of Environmental Protection to fund certain beach restoration and preservation projects as well as for projects and enhancements benefiting Santa Rosa Island. Revenue recognized under these grants totaled $51,300 and $38,261 for the years ended September 30, 2014 and 2013, respectively.

NOTE 10 – PENSION PLAN

All Authority employees are covered by the Florida Retirement System ("System"), a multiple-employer public employee retirement system. All Authority employees working in a regularly established position are required to participate in the system. Regular employees who retire with 30 years of credited service or at age 62 with 6 years of credited service are entitled to a benefit, payable monthly for life based on their average final compensation for each year of credited service. Senior Management Service Class (SMSC) employees are entitled to a benefit, payable monthly for life based on their average final compensation for each year of credited service. Average final compensation is the employee's average salary for the five highest years of salary earned during covered employment. Benefits fully vest on 6 years of credited service.

Vested employees may retire before age 62 or 30 years of credited service and receive reduced retirement benefits. The System also provides death and disability benefits. Benefits are established by Florida Statutes Chapter 121.

NOTE 10 – PENSION PLAN (Continued)

As of the date of this report, the Authority has made all payments to the Florida Retirement System required of it by the laws of the State of Florida. The System issues a publicly available report that includes financial statements and required supplementary information. That report may be obtained by writing to the Florida Division of Retirement, 2639 N. Monroe Street, Building C., Tallahassee, Florida 32399, or calling 1-850-422-5706.

The Authority is required by State statute to make contributions to the System equal to a certain percent of covered employees' salaries. Contributions for the years ended September 30, 2014, 2013, and 2012 were $137,668, $94,058, and $80,423 respectively, equal to the required contributions for each year.

Required contribution rates were as follows:

	Employee Required Contribution	Employer Required Contribution	Total Required Contribution
Regular employees:			
October 1, 2012 through June 30, 2013	3.00%	5.18%	8.18%
July 1, 2013 through June 30, 2014	3.00%	6.95%	9.95%
July 1, 2014 through September 30, 2014	3.00%	7.37%	10.37%
Employees in the Deferred Retirement Option Program (DROP):			
October 1, 2012 through June 30, 2013	n/a	5.44%	5.44%
July 1, 2013 through June 30, 2014	n/a	12.84%	12.84%
July 1, 2014 through September 30, 2014	n/a	12.28%	12.28%
Senior Management Service Class (SMSC):			
October 1, 2012 through June 30, 2013	3.00%	6.30%	9.30%
July 1, 2013 through June 30, 2014	3.00%	18.31%	21.31%
July 1, 2014 through September 30, 2014	3.00%	21.14%	24.14%

NOTE 11 – OTHER POSTEMPLOYMENT BENEFITS

The employees of the Authority participate in the benefit plans and programs of Escambia County, Florida (the "County"). Postemployment benefits are provided in the form of health insurance for retired participants at the same rate as active participants. This results in an implicit rate subsidy. In conjunction with GASB Statement No. 45 for the year ended September 30, 2014, the County engaged an actuarial firm to determine the estimated obligation associated with the implicit rate subsidy postemployment benefit. The Authority's obligation was included in this actuarial estimation.

NOTE 11 – OTHER POSTEMPLOYMENT BENEFITS (Continued)

At October 1, 2013, the date of the latest actuarial valuation, plan participation of all Escambia County employees consisted of 1,694 OPEB plan participants and 195 retirees receiving benefits.

The Authority's covered payroll constituted approximately 2.76% and 3.63% for the years ended September 30, 2014 and 2013, respectively, of the total payroll costs for all entities included in the actuarial calculation. Accordingly, the County has allocated approximately 2.76% and 3.63% of the actuarially calculated amounts to the Authority in fiscal year 2014 and 2013, respectively.

The Authority is not required by law or other contractual agreement to provide funding for the implicit rate subsidy postemployment benefit other than the pay-as-you-go amount necessary to provide current benefits to retirees and eligible dependants and has therefore chosen to fund the OPEB obligation on a pay-as-you-go basis. For the years ended September 30, 2014 and 2013, the Authority contributed $14,391 and $18,064, respectively as funding of the OPEB obligations. This amount approximates the actual benefit payments made during each year (normal cost).

The Authority's annual OPEB cost, the percentage of annual OPEB cost contributed to the plan, and the net OPEB obligation for the year ended September 30, 2014 and the two preceding years were as follows:

Fiscal Year Ended	Annual OPEB Cost	Percentage of OPEB Cost Contributed	Net OPEB Obligation
9/30/2014	$ 33,503	42.95%	$ 172,612
9/30/2013	35,140	51.41%	153,500
9/30/2012	25,410	32.50%	136,424

The Authority's annual OPEB cost (expense) is calculated based on the Annual Required Contribution (ARC) of the employer. The ARC represents a level of funding that, if paid on an ongoing basis, is projected to cover normal cost each year and to amortize any unfunded actuarial liabilities (or funding excess) over a period not to exceed thirty years.

Funding policy and status – As of October 1, 2013, the most recent actuarial valuation date, the plan was 0% funded. The actuarial accrued liability for benefits (AAL) was approximately $337,000, and the actuarial value of assets was $0, resulting in an unfunded actuarial accrued liability (UAAL) of $337,000. The covered payroll (annual payroll of active employees covered by the OPEB plan) for the years ended September 30, 2014 and 2013 approximated $2.2 million and $2.1 million, respectively, and the ratio of the UAAL to the covered payroll was 15% and 17%, respectively.

NOTE 11 – OTHER POSTEMPLOYMENT BENEFITS (Continued)

Actuarial methods and assumptions: Actuarial valuations of an ongoing plan involve estimates of the value of reported amounts and assumptions about the probability of occurrence of events far into the future. Examples include assumptions about future employment, mortality, and the healthcare cost trend. Amounts determined regarding the funded status of the plan and the annual required contributions of the employer are subject to continual revision as actual results are compared with past expectations and new estimates are made about the future. The schedule of funding progress, presented as required supplementary information following the notes to the financial statements, presents multiyear trend information about whether the actuarial value of plan assets is increasing or decreasing over time relative to the actuarial accrued liabilities for benefits.

The following table shows the components of the Authority's OPEB cost for the year, the amount actually contributed to the plan, and changes in the Authority's net OPEB obligation relating to the implicit rate subsidy:

For the year ended September 30,	**2014**	2013
Determination of Annual Required Contribution (ARC)		
Normal cost at September 30	**$ 20,336**	$ 20,804
Amortization of UAAL	**12,878**	13,987
Annual required contribution	**33,214**	34,791
Annual OPEB cost and net OPEB obligation		
Annual required contribution (ARC)	**33,214**	34,791
Interest on net OPEB obligation	**6,460**	7,799
Adjustment to annual required contribution	**(6,171)**	(7,450)
Annual OPEB cost (expense)	**33,503**	35,140
Less: employer contributions made*	**(14,391)**	(18,064)
Increase in net OPEB obligation	**19,112**	17,076
Net OPEB obligation - beginning of year	**153,500**	136,424
Estimated net OPEB obligation - end of year	**$ 172,612**	$ 153,500

* actuarially estimated employer contributions

Projections of benefits for financial reporting purposes are based on substantive plan (the plan as understood by the employer and the plan members) and include the types of benefits provided at the time of each valuation and the historical pattern of sharing of benefit costs between the employer and plan members to that point. The actuarial methods and assumptions used include

NOTE 11 – OTHER POSTEMPLOYMENT BENEFITS (Continued)

techniques that are designed to reduce the effects of short-term volatility in actuarial accrued liabilities and the actuarial value of assets, consistent with the long-term perspective of the calculations. The OPEB-specific actuarial assumptions used in the actuarial valuation described below are consistent with those used by the Florida Retirement System actuary and adopted by the Florida Retirement System.

The actuarial methods are:

Actuarial cost method	Projected unit credit actuarial cost method
Amortization method:	Level percent of payroll
Amortization period (closed)	30 years
Asset valuation method	Market value of assets on valuation date
Investment rate of return	4.0% compounded annually
Healthcare cost trend rate	8.50% reduced by decrements of 1.00% to .50% annually to an ultimate rate of 5.00% after 5 years

NOTE 12 – RELATED PARTY TRANSACTIONS

The Authority reimburses Escambia County for Pensacola Beach trolley services, which totaled $179,521 and $180,656 for the years ended September 30, 2014 and 2013, respectively. In addition, the Authority pays Escambia County for its employees' workers' compensation insurance and health and life insurance. During the years ended September 30, 2014 and 2013, the Authority expended $69,805 and $72,671, respectively for workers' compensation insurance and $352,371 and $332,430, respectively for health and life insurance. The Authority also reimbursed the County $200,000 per year for fire and rescue services during the years ended September 30, 2014 and 2013. Total amounts due to the County at September 30, 2014 equaled $121,649.

On September 30, 2002, the Authority's Board of Directors approved an interlocal agreement with Escambia County in connection with certain plans for economic development, transportation and beach improvements at Pensacola Beach. Under the interlocal agreement, on October 1, 2002, Escambia County issued $16,885,000 of Tourist Development Refunding Revenue Bonds, series 2002 to mature on October 1, 2019, and on November 15, 2002, Escambia County issued $22,305,000 of Capital Improvement Revenue Bonds, Series 2002, to mature on October 1, 2032. A portion of the proceeds from these bond issues were used to finance improvements on Pensacola Beach, including roadway improvements and beach and dune re-nourishment.

NOTE 12 – RELATED PARTY TRANSACTIONS (Continued)

By resolution approved by the Authority's Board of Directors, the Authority's lease fee revenues were pledged for repayment of these bonds. The interlocal agreement also stipulated that the Authority's lease fee revenues were pledged to cover any deficiency from other sources of revenue pledged for repayment of these bonds. The Authority was paying $600,000 annually to the County as part of this agreement. However, in April 2014, the County released the Authority from its remaining payments which totaled $10.45 million. The Authority made payments totaling $350,000 and $600,000 to Escambia County during the years ended September 30, 2014 and 2013, respectively.

In October 2011, the Authority entered into an interagency loan agreement with Escambia County totaling $200,000 for the repair of the Quietwater Boardwalk, a premier tourist attraction on Pensacola Beach. Under the interagency loan agreement, the Authority was scheduled to repay the loan in two equal installments totaling $100,000 on or before October 1, 2012 and October 1, 2013. At September 30, 2014, the loan had been repaid in full. At September 30, 2013, the outstanding balance on the interagency loan totaled $100,000.

In September 2014, the Authority entered into interlocal agreement with Escambia County, whereby the County agreed to loan the Authority $8.5 million for its beach re-nourishment and restoration project. The funds will be loaned to the Authority in four installments of $2,125,000. The first payment will be issued upon the request of the Authority after the execution of the agreement. The remaining installment payments will be paid upon the Authority providing sufficient documentation that all draws issued to date were expended for project related expenses. The Authority will repay this loan from any and all available revenues over a seven year period to commence upon the effective date of this agreement. The first installment was requested from the County in October 2014, and the first loan repayment was made in that month as well.

Under the interlocal agreement, the Authority is scheduled to make annual principal and interest payments to Escambia each year through 2021 as follows:

September 30,	Principal	Interest	Total
2015	$ 1,165,000	$ 118,478	$ 1,283,478
2016	1,180,000	101,957	1,281,957
2017	1,195,000	85,554	1,280,554
2018	1,215,000	68,944	1,283,944
2019	1,230,000	52,056	1,282,056
2020 - 2021	2,515,000	52,542	2,567,542
Total	$ 8,500,000	$ 479,531	$ 8,979,531

NOTE 12 – RELATED PARTY TRANSACTIONS (Continued)

During the year ended September 30, 2010, Escambia County and the Authority adopted an economic incentive plan for commercial leaseholders within the Authority's district. Certain requirements must be met in order to be eligible to receive an incentive payment in an amount similar to the advalorem taxes paid to Escambia County during the year. The Authority received approximately $43,300 from Escambia County during the year ended September 30, 2013. The Escambia County Board of County Commissioners approved the discontinuance of the program during fiscal year 2013. Payments to commercial leaseholders during the fiscal year 2014 and 2013 amounted to $335,866 and $426,211, respectively. The remaining funds totaled $106,043 and $441,909, at September 30, 2014 and 2013, respectively, and may be used for future incentive payments or refunded back to Escambia County.

NOTE 13 – COMMITMENTS AND CONTINGENCIES

Grants Contingencies

The Authority has received federal and state and BP Exploration & Production financial assistance for costs related to capital improvements and disaster assistance on Santa Rosa Island. The disbursement of funds received under these programs is subject to review and audit by grantor agencies. Any disbursements disallowed by these agencies could become a liability of the Authority. In the opinion of management, any such claims should not have a material adverse effect on the financial statements.

The Authority has entered into a grant agreement totaling $470,000 with the United States Department of the Interior for Sea Turtle Lighting for the period of October 1, 2014 through December 31, 2015. The grant requires a match of $30,000.

In addition, the Authority has been awarded grant funds from the State of Florida for beach re-nourishment and restoration. The maximum amount to be received under the grant is $8.5 million. The grant requires a match of $8.5 million. As discussed in Note 12 to the financial statements, the Authority has entered into an interlocal agreement with Escambia County for an $8.5 million loan for the project.

Windstorm

The insurance policy for windstorm coverage includes a deductible amount for named hurricane storms estimated at approximately $121,000. In addition, the Authority's windstorm policy is underwritten by the State of Florida's Citizens Property Insurance Corporation (Citizens). In the event Citizens incurs a deficit that exceeds the amount collected via regular premiums, an emergency assessment may be levied. The Authority may be required to pay substantially more in insurance premiums relating to the year for which the emergency assessment is levied.

NOTE 13 – COMMITMENTS AND CONTINGENCIES (Continued)

Litigation

The Authority is involved in various lawsuits and claims incidental to the normal course of its operations. In the opinion of management, the ultimate liability, if any, resulting from such litigation will not materially affect the financial position or results of operations of the Authority.

Commitments

During the year ended September 30, 2014, the Authority entered into an agreement for the construction of the new Visitor's Information Center as well as road and drainage construction. The total amount of the contracts is approximately $600,000, of which approximately $490,000 was outstanding at September 30, 2014.

Supplementary Information

Santa Rosa Island Authority
(A Component Unit of Escambia County, Florida)
Schedule of Funding Progress – Other Post-Employment Benefits

Actuarial Valuation Date	Actuarial Value of Assets	Actuarial Accrued Liability (AAL)	Unfunded AAL (UAAL)	Funded Ratio	Covered Payroll	UAAL as a Percentage of Covered Payroll
10/01/13	$ -	$ 337,013	$ 337,013	0%	$ 2,228,617	15%
10/01/12	-	355,382	355,382	0%	2,096,897	17%
10/01/11	-	264,921	264,921	0%	2,053,650	13%

Santa Rosa Island Authority
(A Component Unit of Escambia County, Florida)
Schedules of Operating Revenues and Expenses – Budget and Actual

Year ended September 30, **2014**

	Actual (GAAP Basis)	Adjustment to Budgetary Basis	Actual (Budgetary Basis)	Budget (Unaudited)	Variance Favorable (Unfavorable) (Unaudited)
Operating revenues					
Lease fees					
Commercial	$ 5,154,036	$ -	$ 5,154,036	$ 4,588,036	$ 566,000
Residential	2,782,466	-	2,782,466	2,727,375	55,091
Interest income	30,730	-	30,730	-	30,730
Other operating revenue	254,128	-	254,128	-	254,128
Total operating revenues	8,221,360	-	8,221,360	7,315,411	905,949
Operating expenses					
Personal services	3,422,777	-	3,422,777	3,936,291	513,514
Contractual and professional services	447,298	-	447,298	749,800	302,502
Supplies	319,351	-	319,351	423,020	103,669
Repairs and maintenance	79,094	-	79,094	88,860	9,766
Utilities	282,236	-	282,236	403,972	121,736
Advertising and promotion	806,556	-	806,556	920,500	113,944
Capital outlay	320,725	484,263	804,988	1,097,400	292,412
Other operating expense	480,805	-	480,805	701,264	220,459
Total operating expenses before depreciation	6,158,842	484,263	6,643,105	8,321,107	1,678,002
Depreciation	1,079,097	(1,079,097)	-	-	-
Total operating expenses	7,237,939	(594,834)	6,643,105	8,321,107	1,678,002
Operating income (loss)	983,421	594,834	1,578,255	(1,005,696)	2,583,951
Non-operating revenues (expenses)					
Federal grant projects revenue	-	-	-	-	-
State grant projects revenue	51,300	-	51,300	-	51,300
BP Exploration & Production grant projects revenue	145,083	-	145,083	-	145,083
BP Exploration & Production grant projects expense	(145,067)	-	(145,067)	-	(145,067)
Beach re-nourishment expenses	(112,100)	-	(112,100)	-	(112,100)
Island improvement funds	(535,585)	-	(535,585)	-	(535,585)
Payments to Escambia County -					
Pledged revenues	(350,000)	-	(350,000)	(600,000)	250,000
Fire and rescue	(200,000)	-	(200,000)	(200,000)	-
Interest expense	(2,905)	-	(2,905)	-	(2,905)
Gain on disposal of assets	11,777	-	11,777	-	11,777
Other income	30,102	-	30,102	50,000	(19,898)
Net non-operating revenues (expenses)	(1,107,395)	-	(1,107,395)	(750,000)	(357,395)
Change in net position	$ (123,974)	$ 594,834	$ 470,860	$ (1,755,696)	$ 2,226,556

(continued)

Santa Rosa Island Authority
(A Component Unit of Escambia County, Florida)
Schedules of Operating Revenues and Expenses – Budget and Actual
(Continued)

Year ended September 30,	2013				
	Actual (GAAP Basis)	Adjustment to Budgetary Basis	Actual (Budgetary Basis)	Budget (Unaudited)	Variance Favorable (Unfavorable) (Unaudited)
Operating revenues					
Lease fees					
Commercial	$ 4,843,020	$ -	$ 4,843,020	$ 4,179,224	$ 663,796
Residential	2,837,890	-	2,837,890	2,727,375	110,515
Interest income	33,611	-	33,611	-	33,611
Other operating revenue	78,553	-	78,553	-	78,553
Total operating revenues	7,793,074	-	7,793,074	6,906,599	886,475
Operating expenses					
Personal services	3,207,108	-	3,207,108	3,773,376	566,268
Contractual and professional services	505,054	-	505,054	742,266	237,212
Supplies	317,509	-	317,509	417,895	100,386
Repairs and maintenance	84,816	-	84,816	87,860	3,044
Utilities	294,430	-	294,430	400,972	106,542
Advertising and promotion	789,245	-	789,245	879,900	90,655
Capital outlay	677,443	225,364	902,807	435,000	(467,807)
Other operating expense	454,110	-	454,110	599,764	145,654
Total operating expenses before depreciation	6,329,715	225,364	6,555,079	7,337,033	781,954
Depreciation	1,083,607	(1,083,607)	-	-	-
Total operating expenses	7,413,322	(858,243)	6,555,079	7,337,033	781,954
Operating income (loss)	379,752	858,243	1,237,995	(430,434)	1,668,429
Non-operating revenues (expenses)					
Federal grant projects revenue	20,316	-	20,316	-	20,316
State grant projects revenue	38,261	-	38,261	-	38,261
BP Exploration & Production grant projects revenue	354,917	-	354,917	-	354,917
BP Exploration & Production grant projects expense	(354,917)	-	(354,917)	-	(354,917)
Beach re-nourishment expenses	(102,600)	-	(102,600)	-	(102,600)
Island improvement funds	(500,065)	-	(500,065)	-	(500,065)
Payments to Escambia County -					
Pledged revenues	(600,000)	-	(600,000)	(600,000)	-
Fire and rescue	(200,000)	-	(200,000)	(200,000)	-
Interest expense	(13,189)	-	(13,189)	-	(13,189)
Gain on disposal of assets	31,265	-	31,265	-	31,265
Impairment loss	(562,381)	-	(562,381)	-	(562,381)
Other income	56,695	-	56,695	60,000	(3,305)
Net non-operating revenues (expenses)	(1,831,698)	-	(1,831,698)	(740,000)	(1,091,698)
Change in net assets	$ (1,451,946)	$ 858,243	$ (593,703)	$ (1,170,434)	$ 576,731

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REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Supervisors
Santa Rosa Island Authority
Pensacola, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the business-type activities of Santa Rosa Island Authority (hereinafter referred to as the "Authority"), as of and for the year ended September 30, 2014, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements, and have issued our report thereon dated December 10, 2014.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Authority's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness the Authority's internal control. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. However, we consider the deficiency identified as item 2007-01 in the accompanying schedule of internal control findings to be a material weakness.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Authority's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Santa Rosa Island Authority's Response to Findings

Santa Rosa Island Authority's response to the findings identified in our audit is described in the accompanying schedule of internal control findings on page 31. Santa Rosa Island Authority's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Authority's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Carr, Riggs & Ingram, L.L.C.

CARR, RIGGS & INGRAM, LLC

Miramar Beach, Florida
December 10, 2014

Internal Control Findings

The following legend should be used in conjunction with reviewing the "Rating" of each of the identified internal control items:

IP = Improvement Point	D = Control Deficiency	SD = Significant Deficiency	MW = Material Weakness

CONTROL NUMBER	RATING	AREA	ITEM NOTED	SUGGESTION	MANAGEMENT ACTION
2007-01	MW	Financial Statement Preparation	The preparation of financial statements in accordance with generally accepted accounting principles requires the preparer to have knowledge of the accounting principles affecting the entity, including financial statement disclosure requirements, the awareness of changes occurring in the accounting industry that could impact the entity's financial statements, and the knowledge of resources for researching accounting issues. Because the Authority does not have this knowledge and resources internally, the Authority must rely on our firm to prepare its annual financial statements in accordance with general accepted accounting principles.	Because of the costs of internally preparing the annual financial statements outweigh the benefit for a small government organization, we recommend the Authority continue to have Carr, Riggs & Ingram, LLC assist in drafting the financial statements.	The costs of internally preparing the financial statements outweigh the benefit; therefore, the Authority will continue to have Carr, Riggs & Ingram, LLC assist in drafting the financial statements.

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MANAGEMENT LETTER

To the Board of Directors and Chief Executive Officer
Santa Rosa Island Authority
Pensacola, Florida

Report on the Financial Statements

We have audited the financial statements of the Santa Rosa Island Authority ("Authority") as of and for the fiscal year ended September 30, 2014, and have issued our report thereon dated December 10, 2014.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Florida Auditor General.

Other Reports and Schedule

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*. Disclosures in this report, which is dated December 10, 2014, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. The item identified as *IC2007-1* in the auditor's report on internal control over financial reporting and compliance was included in the preceding annual audit report. The Authority has determined that correcting the weakness noted in the prior year is not a cost-effective use of resources. This comment was also included in the second preceding fiscal year audit report.

The Authority's response to the comment identified in our audit is described on page 31.

Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. The information required is disclosed in the notes to the financial statements.

Other Matters

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we address in the management letter any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Section 10.554(1)(i)3., Rules of the Auditor General, requires that we address noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not have any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the Board of Supervisors, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

Carr, Riggs & Ingram, L.L.C.

CARR, RIGGS & INGRAM, LLC

Miramar Beach, Florida
December 10, 2014

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INDEPENDENT ACCOUNTANT'S REPORT

To the Board Members and Chief Executive Officer
Santa Rosa Island Authority
Pensacola, Florida

We have examined Santa Rosa Island Authority's compliance with the requirements of Section 218.415, Florida Statutes, *Local Government Investment Policies*, during the year ended September 30, 2014. Management is responsible for the Authority's compliance with those requirements. Our responsibility is to express an opinion on the Authority's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about the Authority's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on the Authority's compliance with specified requirements.

In our opinion, the Authority complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2014.

This report is intended solely for the information and use of management and the State of Florida Auditor General and is not intended to be and should not be used by anyone other than these specified parties.

Carr, Riggs & Ingram, L.L.C.

CARR, RIGGS & INGRAM, LLC

Miramar Beach, Florida
December 10, 2014

ESCAMBIA COUNTY, FLORIDA
LAW LIBRARY BOARD

ANNUAL AUDIT REPORT

SEPTEMBER 30, 2014

ESCAMBIA COUNTY, FLORIDA LAW LIBRARY BOARD
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INDEPENDENT AUDITORS' REPORT

Board of Directors
Escambia County, Florida Law Library Board
Pensacola, Florida

Report on the Financial Statements

We have audited the accompanying financial statements of the Escambia County, Florida Law Library Board ("Law Library Board"), a component unit of Escambia County, Florida, as of and for the year ended September 30, 2014 and the related notes to the financial statements, which collectively comprise the Law Library Board's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Law Library Board's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Law Library Board's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Law Library Board, as of September 30, 2014, and the changes in financial position for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information, as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required By *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated December 3, 2014 on our consideration of the Law Library Board's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters included under the heading "*Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance And Other Matters Based on an Audit of Financial Statements Performed In Accordance With Government Auditing Standards"*. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Law Library Board's internal control over financial reporting and compliance.

Warren Averett, LLC

Pensacola, Florida
December 3, 2014

Our discussion and analysis of Escambia County, Florida Law Library Board's (Board) financial performance provides an overview of the Board's financial activities for the fiscal year ended September 30, 2014. Please read it in conjunction with the Board's financial statements which immediately follow this discussion.

OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as an introduction to the Board's basic financial statements. The basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other required supplementary information in addition to the basic financial statements.

Government-Wide Financial Statements

The *government-wide financial statements*, which consist of the following two statements, are designed to provide readers with a broad overview of the Board's finances, in a manner similar to a private-sector business.

The *statement of net position* presents the Board's assets and liabilities, with the difference between the two reported as *net position*. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the Board is improving or deteriorating.

The *statement of activities* presents the change in the Board's net position during the year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, *regardless of the timing of related cash flows.* Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

Fund Financial Statements

A *fund* is a grouping of related accounts used to maintain control over resources that have been segregated for specific activities or objectives. The Board only has one category of funds - governmental funds - and maintains only a General Fund.

Governmental funds are used to account for essentially the same functions reported as *governmental activities* in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on *near-term inflows and outflows of spendable resources,* as well as on *balances of spendable resources* available at the end of the fiscal year. Such information may be useful in evaluating the Board's near-term financing requirements.

Notes to the Financial Statements

The notes provide additional information essential to a full understanding of the data provided in the government-wide and fund financial statements.

Other Information

In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information concerning the Board's adopted budget and actual results.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of financial position. The following table reflects the condensed Government-wide Statement of Net Position. A comparative analysis of government-wide data is presented as follows:

Escambia County Law Library Board's Net Position

	2014	2013
Current and Other Assets	$ 78,574	$ 67,594
Capital Assets, net	8,715	13,988
Total Assets	87,289	81,582
Liabilities	6,281	6,424
Net Position:		
Invested in Capital Assets	8,715	13,988
Unrestricted	72,293	61,170
Total Net Position	$ 81,008	$ 75,158

The majority of the Board's net position is unrestricted and may be used to meet the Board's ongoing obligations.

Escambia County Law Library Board's Changes in Net Position

	2014	2013
Revenues:		
Program revenues - charges for services	$ 85,622	$ 83,383
Miscellaneous revenues	512	393
	86,134	83,776
Expenses - general government	80,284	85,448
Increase (Decrease) in Net Position	5,850	(1,672)
Net Position, beginning of year	75,158	76,830
Net Position, end of year	$ 81,008	$ 75,158

FINANCIAL ANALYSIS OF THE BOARD'S GENERAL FUND

As of the end of fiscal year 2014, the Board's general fund reported an ending fund balance of $76,736, an increase of $10,142 from the prior year's fund balance. The Board has assigned $21,000 of the fund balance to cover next fiscal year's anticipated budget shortfall. The unassigned fund balance of $55,736 is available for spending at the Board's discretion.

GENERAL FUND BUDGETARY HIGHLIGHTS

The Board was projected to have a budget shortfall of $17,000; however, the Board was able to operate at a surplus of $10,142.

Differences between the general fund's actual activity and final budget can be briefly summarized as follows:

- Article V Court Cost Filing Fees collected by the Escambia County Clerk of the Court were $7,572 higher than budgeted.
- Library resources expenditures were $18,419 less than budgeted as the Board continued to minimize discretionary spending.

CAPITAL ASSETS AND DEBT ADMINISTRATION

The Board's investment in capital assets, net of depreciation as of September 30, 2014, amounts to $8,715. This investment in capital assets includes books, legal publications, and equipment. No significant capital assets activity occurred during the year. The Board has no debt.

ECONOMIC FACTORS

Facts, decisions, or conditions that are expected to have an effect on the financial position or results of operations of the Board in fiscal year 2015 include using the Board's surplus cash to fund operations and to continue to reduce or minimize growth in expenditures to match revenues earned.

ESCAMBIA COUNTY, FLORIDA LAW LIBRARY BOARD
FUND BALANCE SHEET / STATEMENT OF NET POSITION
SEPTEMBER 30, 2014

	Governmental Fund - General Fund Balance Sheet	Adjustments (Note 9)	Statement of Net Position
Assets			
Cash	$ 55,412	$ --	$ 55,412
Accounts receivable	362	--	362
Due from other governments	22,800	--	22,800
Capital assets:			
Depreciable, net	--	8,715	8,715
Total assets	$ 78,574	$ 8,715	$ 87,289
Liabilities			
Salaries and compensated absences	$ 1,838	$ 4,443	$ 6,281
Fund Balance / Net Position			
Fund balance			
Assigned	21,000		
Unassigned	55,736		
Total fund balance	76,736		
Total liabilities and fund balance	$ 78,574		
Net Position			
Investment in capital assets, net			8,715
Unrestricted			72,293
Total net position			$ 81,008

See notes to the financial statements.

ESCAMBIA COUNTY, FLORIDA LAW LIBRARY BOARD
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE / STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2014

	Governmental Fund	Adjustments	Statement of
	General Fund	(Note 9)	Activities
Expenditures / Expenses			
General Government			
Personal services	$ 48,321	$ (981)	$ 47,340
Pensions	2,326	--	2,326
Copier supplies and maintenance	360	--	360
Office supplies	787	--	787
Library resources	15,271	--	15,271
Professional services	5,500	--	5,500
Insurance	2,335	--	2,335
Depreciation	--	5,273	5,273
Miscellaneous	1,092	--	1,092
Total expenditures	75,992	4,292	80,284
Program revenues			
Charges for services			
Fee income	83,120	--	83,120
Copier rental and overdue book fines	2,502	--	2,502
Total charges for services	85,622	--	85,622
Net program income (loss)	9,630	(4,292)	5,338
General revenues			
Miscellaneous income	512	--	512
Excess (deficiency) of revenues over expenditures	10,142		
Changes in net position			5,850
Fund balance / net position			
Beginning of year	66,594		75,158
End of year	$ 76,736		$ 81,008

See notes to the financial statements.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Description of Business

The Escambia County Law Library Board (the Board), created under Special Act, Chapter 92-267, Laws of Florida, provides for the maintenance of a central law library for the use of the public, county officials, judges, and officers of the courts of Escambia County. The operations of the Board are funded by fees collected by the Clerk of the Circuit Court on cases filed in the courts and by other costs provided by law. The Board consists of one (1) circuit judge, one (1) county judge, and three (3) members of the local bar association. The Board is an independent special district and a component unit of Escambia County, Florida and its operations are reported as a discrete component unit in the financial statements of the Board of County Commissioners of Escambia County, Florida.

Basis of Presentation - Basis of Accounting

Governmental Accounting Standards Board (GASB) Statement No. 34 requires local governmental entities to present *basic financial statements* which are defined as follows:

Government-wide financial statements (i.e., the Statement of Net Position and the Statement of Activities) report information using the *economic resources measurement focus* and the *accrual basis of accountin*g. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of the related cash flows. These statements focus on an entity's governmental and business-type (when applicable) activities, as a whole, and report all of the assets, liabilities, revenues, expenses, and gains and losses of the entity.

Fund financial statements (i.e., Fund Balance Sheet and the Statement of Revenues, Expenditures, and Changes in Fund Balance) report information using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or within sixty days after year-end. Expenditures are generally recorded when a liability is incurred, as under accrual accounting. These statements focus on *major* funds (for the Board the general fund is the only fund).

GASB Statement No. 34 requires disclosure of the reconciliation adjustments which convert the *fund financial statements* into *government-wide financial statements.* The Board has elected to present the respective *fund financial statements* and the *government-wide financial statements* in a combined format containing the reconciliation adjustments.

General Fund

The General Fund is the Board's sole operating fund and accounts for all of its financial resources.

Capital Assets

Capital assets (furniture and equipment costing at least $1,000 with a useful life of more than one year), to the extent supported by reliable records, are recorded at cost as assets in the Statement of Net Position and as capital outlay expenditures in the general fund's Statement of Revenues, Expenditures, and Changes in Fund Balance in the year of acquisition. Books and publications are recorded as capital assets regardless of cost due to their nature and life expectancy.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED

Contributed assets received in recent years are recorded at their estimated fair value at the time of donation. In prior years, donated assets were not recorded in the financial statements. The Board does not engage in the acquisition of public domain assets ("infrastructure").

Compensated Absences
Employees may accumulate a limited amount of annual and sick leave which will be paid upon separation of service. Expenditures are not recognized in the general fund until payments are made to employees.

Fund Balance
Fund balances are classified in a hierarchy based on the extent to which there are external and internal constraints on the spending of the fund balances. These classifications are restricted, committed, assigned, and unassigned.

Net Position
Invested in capital assets represents the portion of net position associated with non-liquid capital assets.

Unrestricted net position represents unrestricted liquid assets available for appropriation in future periods.

Events Occurring After Reporting Date

The Board has evaluated events and transactions that occurred between September 30, 2014 and December 3, 2014, which is the date that the financial statements were available to be issued, for possible recognition or disclosure in the financial statements.

2. GOVERNMENTAL FUND BALANCES

Fund balance at year end consists of the following:

Non-spendable fund balances include amounts that cannot be spent because they are not in spendable form or are legally or contractually required to be maintained intact. There were no non-spendable fund balances at the Board as of September 30, 2014.

Remaining fund balances are classified as follows depending on the Board's ability to control the spending of these fund balances:

2. GOVERNMENTAL FUND BALANCES – CONTINUED

Restricted fund balances can only be used for specific purposes which are externally imposed by creditors, grantors, contributors, or laws or regulations or are imposed by law through constitutional provisions or enabling legislation. There were no restricted fund balances at the Board as of September 30, 2014.

Committed fund balances can only be used for specific purposes imposed internally by the Board's formal action of highest level of decision making authority. As of September 30, 2014, the Board had no committed fund balances.

Assigned fund balances are fund balances intended to be used for specific purposes, but which do not meet the more formal criterion to be considered either restricted or committed.

As of September 30, 2014, the Board had $21,000 of fund balance assigned to balance the next year's budget.

Unassigned fund balances represent the residual positive fund balance within the General Fund, which has not been restricted, committed, or assigned. As of September 30, 2014, the Board had $55,736 unassigned fund balances.

3. CASH DEPOSITS

The investment of surplus funds is governed by the provisions of Florida Statute 218.415 as to the type of investments that can be made. Deposits may be exposed to custodial credit risk (risk of loss in the event of a bank failure).

The Board manages its custodial credit risk by maintaining its deposits in financial institutions designated as "Qualified Public Depositories" by the State Treasurer. All deposits were fully insured through a combination of Federal depository insurance and participation of the financial institutions in the multiple financial institution collateral pool as specified in Chapter 280, Florida Statutes. Accordingly, risk of loss due to bank failure is not significant.

At September 30, 2014, the reported amount of the Board's deposits was $55,412 and the bank balance was $56,271 consisting entirely of deposits with a financial institution in a checking account.

4. CAPITAL ASSETS

Changes in capital assets for the year ended September 30, 2014, were as follows:

Capital assets depreciated:	Balance October 1, 2013	Increases	Decreases	Balance September 30, 2014
Books and publications	$ 1,047,566	$ -	$ -	$ 1,047,566
Furniture and equipment	68,471	-	-	68,471
Total capital assets depreciated	1,116,037	-	-	1,116,037
Less accumulated depreciation:				
Books and publications	1,033,721	5,249	-	1,038,961
Furniture and equipment	68,337	24	-	68,361
Total accumulated depreciation	1,102,049	5,273	-	1,107,322
Total capital assets depreciated, net	$ 13,988	$ (5,273)	$ -	$ 8,715

For the year ended September 30, 2014, the Board recorded $5,273 in depreciation expense.

5. CHANGES IN COMPENSATED ABSENCES

Balance, October 1, 2013	$ 5,424
Increase	3,983
Decrease	(4,964)
Balance, September 30, 2014	$ 4,443

6. CONTRIBUTED FACILITIES

The Board is provided library and office space free of charge in the Judicial Center.

7. RETIREMENT PLAN

Plan Description—The Board participates in the Florida Retirement System (FRS), a cost sharing multiple-employer defined benefit pension plan, administered by the State of Florida. Beginning in 2002, the FRS became one system with two primary plans, a defined benefit plan (FRS Pension Plan) and a defined contribution plan alternative to the defined benefit plan known as the Public Employee Option Retirement Program (FRS Investment Plan). The effective date of the FRS Investment Plan was July 1, 2002. On July 1, 2011 the FRS became a contributory plan. The FRS provides retirement, disability and death benefits to members. The State of Florida issues a publicly available report that includes financial statements and required supplementary information for FRS. The report may be obtained at www.myfrs.com or may be obtained by writing to the State of Florida Division of Retirement, Department of Management Services, P.O. Box 9000, Tallahassee, Florida 32315-9000.

7. RETIREMENT PLAN – CONTINUED

For members hired before July 1, 2011 the FRS Pension Plan provides for the vesting of benefits after six years of creditable service and age 62, or thirty years of service regardless of age, whichever comes first. For members first enrolled after July 1, 2011, vesting occurs after eight years of credible service and age 65, or thirty-three years of service regardless of the age before 65. Early retirement may be taken any time after vesting; however, there is a 5% benefit reduction for each year prior to normal retirement age. Members are also eligible for in-line-of-duty or regular disability benefits if permanently disabled and unable to work. Benefits are computed on the basis of age, average final compensation and service credit.

Funding Policy - The FRS has six classes of membership. Only one of these classes is applicable to the Board's eligible employees. The Board is required to contribute at an actuarial determined rate. These rates are a percent of covered payroll. The one applicable class, with descriptions and contribution rates in effect during the period ended September 30, 2014, 2013 and 2012 is as follows:

	2014	2013	2012
Regular Class:	7.06%	5.62%	4.98%

The contribution requirements of the Board and members are established and may be amended by FRS. The plan is contributory for employees requiring a 3% employee contribution. This is in addition to the contributions that are the obligation of the employer. The Board's contributions to FRS for the years ended September 30, 2014, 2013 and 2012 were $2,326, $1,916, and $2,493, respectively, equal to the required contributions for each year.

8. RISK MANAGEMENT

The Board is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The Board carries commercial insurance to cover these risks. During the year, the Board had no significant reductions in insurance coverage from the prior year. In addition, there have been no settlements that exceeded the Board's insurance coverage in any of the past four fiscal years.

9. RECONCILIATION OF GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS

Explanation of certain differences between the governmental fund balance sheet and the government-wide statement of net position:

Fund balance, September 30, 2014	$ 76,736
Capital assets used in governmental activities are not financial resources, and therefore, are not reported in the general fund	8,715
Compensated absences are not due and payable in the current period and, therefore, are not reported in the general fund	(4,443)
Net Position, September 30, 2014	$ 81,008

9. RECONCILATION OF GOVERNMENT WIDE AND FUND FINANCIAL STATEMENTS – CONTINUED

Explanation of certain differences between the governmental statement of revenues, expenditures, and changes in fund balance and the government-wide statement of activities:

Net changes in fund balance	$ 10,142
However, in the statement of net position, the costs of these assets are capitalized and they are depreciated over their estimated useful lives with depreciation expense reported in the statement of activities. Depreciation is reported in the government-wide statements	(5,273)
Salary expenses associated with compensated absences do not require the use of current financial resources and are not reported in the general fund	981
Change in net position	$ 5,850

REQUIRED SUPPLEMENTARY INFORMATION

ESCAMBIA COUNTY, FLORIDA LAW LIBRARY BOARD
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN
FUND BALANCE - BUDGET (GAAP BASIS) AND ACTUAL (UNAUDITED) -
GENERAL FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2014

	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
Program Revenues				
Charges for services				
Fee income	$ 61,751	$ 75,548	$ 83,120	$ 7,572
Copier rental and overdue book fines	3,500	3,500	2,502	(998)
Total charges for services	65,251	79,048	85,622	6,574
Miscellaneous income	--	--	512	512
Total revenues	65,251	79,048	86,134	7,086
Expenditures				
General Government				
Personal services	49,950	49,950	48,321	1,629
Pensions	2,248	2,248	2,326	(78)
Copier supplies and maintenance	360	360	360	--
Office supplies	800	800	787	13
Library resources	19,893	33,690	15,271	18,419
Professional services	5,600	5,600	5,500	100
Insurance	2,335	2,335	2,335	--
Miscellaneous	1,065	1,065	1,092	(27)
Total general government expenditures	82,251	96,048	75,992	20,056
Net change in fund balance	(17,000)	(17,000)	10,142	27,142
Fund balance at beginning of year	17,000	17,000	66,594	49,594
Fund balance at end of year	$ --	$ --	$ 76,736	$ 76,736

The accompanying notes are an integral part of this schedule.

The Board adopts a budget each year on a basis consistent with accounting principles generally accepted in the United States of America. The level of control is established at the function level. The budget may be amended in total by the Board and re-allocations of line item amounts can be made by the Board's Chairman.

Warren Averett
CPAs AND ADVISORS

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INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Board of Directors
Escambia County, Florida Law Library Board
Pensacola, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the fund balance sheet / statement of net position and the statement of revenues, expenditures, and changes in fund balance / statement of activities of the Escambia County, Florida Law Library Board ("Law Library Board"), a component unit of Escambia County, Florida, as of and for the year ended September 30, 2014, and the related notes to the financial statements, which collectively comprise the Law Library Board's basic financial statements, and have issued our report thereon dated December 3, 2014.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Law Library Board's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Law Library Board's internal control. Accordingly, we do not express an opinion on the effectiveness of the Law Library Board's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Law Library Board's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Pensacola, Florida
December 3, 2014

Warren Averett
CPAs AND ADVISORS

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INDEPENDENT ACCOUNTANTS' REPORT ON EXAMINATION OF COMPLIANCE REQUIREMENTS IN ACCORDANCE WITH CHAPTER 10.550, RULES OF THE AUDITOR GENERAL

Board of Directors
Escambia County, Florida Law Library Board
Pensacola, Florida

We have examined the Escambia County, Florida Law Library Board's ("Law Library Board") compliance with Florida Statute 218.415 in regards to investments for the year ended September 30, 2014.

Management is responsible for the Law Library Board's compliance with those requirements. Our responsibility is to express an opinion on the Law Library Board's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about the Law Library Board's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on the Law Library Board's compliance with specified requirements.

In our opinion, the Law Library Board complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2014.

Warren Averett, LLC

Pensacola, Florida
December 3, 2014

Warren Averett
CPAs AND ADVISORS

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MANAGEMENT LETTER

Board of Directors
Escambia County, Florida Law Library Board
Pensacola, Florida

Report on the Financial Statements

We have audited the fund balance sheet / statement of net position and the statement of revenues, expenditures, and changes in fund balance / statement of activities of the Escambia County, Florida Law Library Board (hereinafter referred to as "Law Library Board"), a component unit of Escambia County, Florida, as of and for the year ended September 30, 2014, and have issued our report thereon dated December 3, 2014.

Auditors' Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States, and, Chapter 10.550, Rules of the Auditor General.

Other Reports

We have issued our Independent Auditors' Report on Internal Control over Financial Reporting and Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards;* and our Independent Accountants' Report on Examination of Compliance Requirements in Accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated December 3, 2014, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. There were no findings in the preceding annual audit report.

Financial Condition

Section 10.554(1)(i)5.a., Rules of the Auditor General, requires that we report the results of our determination as to whether or not the Law Library Board has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and identification of the specific condition(s) met. In connection with our audit, we determined that the Law Library Board did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.c. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures. It is management's responsibility to monitor the Law Library Board's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Annual Financial Report

Section 10.554(1)(i)5.b., Rules of the Auditor General, requires that we report the results of our determination as to whether the annual financial report for the Law Library Board for the fiscal year ended September 30, 2014, filed with the Florida Department of Financial Services pursuant to Section 218.32(1)(a), Florida Statutes, is in agreement with the annual financial audit report for the fiscal year ended September 30, 2014. In connection with our audit, we determined that these two reports were in agreement.

Other Matters

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we address in the management letter any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Section 10.554(1)(i)3., Rules of the Auditor General, requires that we address noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not have any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

Warren Averett, LLC

Pensacola, Florida
December 3, 2014

AI-7609 **Clerk & Comptroller's Report** **12. 4.**
BCC Regular Meeting **Consent**
Meeting Date: 02/05/2015
Issue: Minutes and Reports
From: Pam Childers, Clerk of the Circuit Court & Comptroller
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 January 20, 2015;

B. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held January 22, 2015; and

C. Approve the Minutes of the Regular Board Meeting held January 22, 2015.

Attachments

20150122 Agenda Work Session

REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA WORK SESSION
HELD JANUARY 22, 2015
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:02 a.m. – 10:14 a.m.)

Present: Commissioner Steven L. Barry, Chairman, District 5
Commissioner Lumon J. May, District 3
Commissioner Wilson B. Robertson, District 1
Commissioner Douglas B. Underhill, District 2
Jack R. Brown, County Administrator
Honorable Pam Childers, Clerk of the Circuit Court and Comptroller
Alison Rogers, County Attorney
Susan Woolf, General Counsel to the Clerk
Lizabeth Carew, Administrative Specialist, Clerk and Comptroller's Office
Judy H. Witterstaeter, Program Coordinator, County Administrator's Office

Absent: Commissioner Grover C. Robinson IV, Vice Chairman, District 4

1. FOR INFORMATION: The agenda for the January 22, 2015, Regular Board Meeting, was reviewed as follows:

   A. Judy H. Witterstaeter, Program Coordinator, County Administrator's Office, reviewed the Regular BCC agenda, with comments from County Attorney Rogers regarding the Written Communication from Marco M. Safakhoo requesting that the Board provide relief of Code Enforcement Liens against property located at 837 Lucerne Avenue;

   B. Honorable Pam Childers, Clerk of the Circuit Court and Comptroller, reviewed the Clerk's Report;

   C. Horace Jones, Interim Director, Development Services Department, reviewed the Growth Management Report and advised that the recommendation concerning the Final Plat of Daniel's Grove needs to be dropped from the agenda;

(Continued on Page 2)

1. Continued…

   D. Judy H. Witterstaeter, Program Coordinator, County Administrator's Office, reviewed the County Administrator's Report (CAR), with comments from Marilyn Wesley, Director of the Community Affairs Department, regarding CAR I-7, a recommendation concerning the Memorandum of Agreement between the Escambia County Board of County Commissioners and the District Board of Trustees of Pensacola State College, Florida; David Musselwhite, Information Technology Department Director, regarding CAR II-16, a recommendation concerning a Purchase Order for PD 14-15.014, for 12 months of maintenance and support services, for SMARTnet; Keith Wilkins, Community & Environment Department Director, regarding CAR II-21, a recommendation concerning Third Amendment of Agreement for Consulting Services between Escambia County and Erin L. Deady, P.A.; County Attorney Rogers regarding CAR III-1, a recommendation concerning the Agreement between Escambia County and the State of Florida, Office of the Public Defender for the First Judicial Circuit of Florida, to Reimburse the State for the Cost of Public Defender Representation of Indigent Defendants in Certain Criminal Violations of the County Code; and Michael Weaver, Public Safety Department Director, regarding CAR III-2, a recommendation concerning the Internal Revenue Service employment tax examination of Fire Rescue; and

   E. County Attorney Rogers reviewed the County Attorney's Report.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-7566 **Growth Management Report** **12. 1.**

BCC Regular Meeting

Meeting Date: 02/05/2015

Issue: Review of Rezoning Cases Heard by the Planning Board on January 6, 2015

From: Horace Jones, Interim Department Director

Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Review of the Rezoning Cases Heard by the Planning Board on January 6, 2015

That the Board take the following action concerning the rezoning cases heard by the Planning Board on January 6, 2015:

A. Review and either adopt, modify, or overturn the Planning Board's recommendations for Rezoning Cases Z-2015-01 and Z-2015-02 or remand the cases back to the Planning Board; and
B. Authorize the Chairman to sign the Orders of the Escambia County Board of County Commissioners for the rezoning cases that were reviewed.

1. Case No.:	**Z-2015-01**
Address:	13922 River Road
Property Reference No.:	14-3S-32-1001-000-130
Property Size:	2.21 (+/-) acres
From:	R-2PK, Residential District (Perdido Key), Medium Density (4.5 du/acre)
To:	CGPK, (Perdido Key) Commercial Gateway District, High Density (12.5 du/acre)
FLU Category:	MU-PK, Mixed-Use Perdido Key
Commissioner District:	2
Requested by:	William Dyess, Agent for Helen P. Scarbrough, Owner
Planning Board Recommendation:	Approval
Speakers:	William Dyess, Greg Canfield, Mae Dean, Clovis Harper, Dan Henderson, Richard Leyser, Alan Dennis, Linda H. Dunson Banta, Charles Krupnick, George Baughman
2. Case No.:	**Z-2015-02**

Address:	13900 River Road
Property Reference:	14-3S-32-1001-000-129
Property Size:	1.72 (+/-) acres
From:	R-2PK, Residential District (Perdido Key), Medium Density (4.5 du/acre)
To:	CGPK, (Perdido Key) Commercial Gateway District, High Density (12.5 du/acre)
FLU Category:	MU-PK, Mixed-Use Perdido Key
Commissioner District:	2
Requested by:	Linda H. Dunson Banta
Planning Board Recommendation:	Approval
Speakers:	Dan Henderson, Richard Leyser, Alan Dennis, Linda H. Dunson Banta, William Dyess, Greg Canfield, Mae Dean, George Baughman, Charles Krupnick

BACKGROUND:

The above cases were owner initiated and heard at the January 6, 2015, Planning Board Meeting. Under the Land Development Code (LDC) 2.08.00.E.1., “the Board of County Commissioners shall review the record and the recommendation of the Planning Board and either adopt the recommended order, modify the recommended order as set forth therein, reject the recommended order, or remand the matter back to the Planning Board for additional facts or clarification. Findings of fact or findings regarding legitimate public purpose may not be rejected or modified unless they are clearly erroneous or unsupported by the record. When rejecting or modifying conclusions of law, the Board of County Commissioners must state with particularity its reasons for rejecting or modifying the recommended conclusion of law and must make a finding that its substituted conclusion of law is as or more reasonable than the conclusion that was rejected or modified. However, the Board of County Commissioners may not modify the recommendation to a more intensive use requested by the applicant and advertised. The review shall be limited to the record below. Only a party of record to the proceedings before the Planning Board or representative shall be afforded the right to address the Board of County Commissioners and only as to the correctness of the findings of fact or conclusions of law as based on the record. The Board of County Commissioners shall not hear testimony."

To further the County’s policy of “decreasing response time from notification of citizen needs to ultimate resolution,” the Board is acting on both the approval of the Planning Board recommended order and the LDC Map Amendment for this month’s rezoning cases. This report item addresses only the review and upholding of the Planning Board’s recommendation. The next report item will address the Public Hearing for the LDC Zoning Map Amendment.

BUDGETARY IMPACT:

This action may increase the ad valorem tax base for Escambia County.

LEGAL CONSIDERATIONS/SIGN-OFF:

The recommended order is the result of deliberations by the Planning Board based on staff analysis, public testimony, and knowledge of the Comprehensive Plan and Land Development Code as well as case law and Florida Statutes.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Chairman will need to sign the Orders of the Escambia County Board of County Commissioners either denying or approving the rezoning requests.

IMPLEMENTATION/COORDINATION:

The cases under review are presented to the Planning Board for collection of evidence. The Planning Board conducts a quasi-judicial public hearing and issues a recommended order to the Board.

Attachments

Z-2015-01

Z-2015-02

Z-2015-01

IN AND FOR ESCAMBIA COUNTY, FLORIDA
ESCAMBIA COUNTY PLANNING BOARD

Quasi-judicial proceedings held before the Escambia County Planning Board, on Monday, January 6, 2015, at the Escambia County Central Office Complex, 3363 West Park Place, First Floor, Pensacola, Florida, commencing at 8:30 a.m.

PLANNING BOARD:

WAYNE BRISKE, CHAIRMAN
TIM TATE, VICE CHAIRMAN
DOROTHY DAVIS
RODGER LOWERY
R. VAN GOODLOE
TIMOTHY PYLE
ALVIN WINGATE
PATTY HIGHTOWER, SCHOOL BOARD MEMBER
STEPHANIE ORAM, NAVY REPRESENTATIVE
STEPHEN WEST, ASSISTANT COUNTY ATTORNEY
KERRA SMITH, ASSISTANT COUNTY ATTORNEY

PLANNING AND ZONING:

HORACE JONES, DIVISION MANAGER
ANDREW HOLMER, SENIOR PLANNER
ALLYSON CAIN, URBAN PLANNER
JOHN FISHER, URBAN PLANNER
TAMEKA MALLORY, SENIOR OFFICE SUPPORT ASSISTANT

GENERAL PUBLIC

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P R O C E E D I N G S

MR. BRISKE: Good morning, ladies and gentlemen. I hereby call to order the Planning Board meeting for January 6, 2015. We do have all of our Board members here. We're missing one that has not been reelected or appointed yet, which is an at large seat, but we do have a full quorum.

At this time I would ask Mr. Wingate to please lead us in the invocation and the pledge. Please stand.

(Invocation and Pledge of Allegiance.)

MR. BRISKE: Thank you, Mr. Wingate. It looks like we have quite a few folks signed up to speak today so we're going to give everybody a fair chance. I would ask that you please turn off your cell phones and any other noise makers or at least put them on silence so we don't interrupt the meeting.

These proceedings are recorded verbatim and we do have a court reporter here that is doing all of that so we do need you to speak clearly into the microphone. There will be nothing picked up if you shout something out from the audience so we will need you to come

to the microphone and speak. If you signed up to speak each person will be given due time to speak.

At this time I would ask staff do we have
08:35AM proof of publication of the meeting?

MS. MALLORY: Yes, we do.

MR. BRISKE: Did that publication meet all of the legal requirements?

MS. MALLORY: Yes, it did.

08:35AM MR. BRISKE: The Chair will entertain a motion to waive the reading of the legal.

MS. DAVIS: So moved.

MR. WINGATE: Second.

MR. BRISKE: A motion and a second. All
08:36AM those in favor, say aye.

(Board members vote.)

MR. BRISKE: Opposed?

(None.)

MR. BRISKE: The motion carries
08:36AM unanimously.

(Motion passed unanimously.)

MR. BRISKE: At this time I'll ask our court reporter to swear in the members of the staff that are going to be testifying on
08:36AM behalf of the County today.

(County staff sworn.)

MR. BRISKE: Let the record reflect that all of the staff members have been sworn in. Board, all of those staff members have
08:36AM previously been qualified in the area of land use planning to offer expert testimony. Do any of you have any questions about their qualifications? Okay. Hearing none, we'll move on.

08:36AM At this hearing the Planning Board is acting under its authority to hear and make recommendations to the Board of County Commissioners on rezoning applications. These hearings are quasi-judicial in nature.
08:36AM Quasi-judicial hearings are like evidentiary hearings in a court of law, however, they are less formal.

All testimony will be given under oath and anyone testifying before the Planning Board
08:37AM may be subject to cross-examination.

All documents and exhibits entered into the Planning Board will be entered into evidence and made part of the record.

Opinion testimony will be limited to
08:37AM experts and closing arguments will be limited

to the evidence in the record.

Before making our decision, the Board will consider the relevant testimony, the exhibits entered into evidence and the applicable laws.

08:37AM Each individual that wishes to speak to address the Planning Board must complete a speaker request form. They're located at the back of the chambers. Please turn them in to the staff up here. You will not be allowed to
08:37AM speak on an issue unless we have received a completed form.

Please note, and this is very important, only individuals who are present today and give testimony on the record before this
08:38AM Planning Board will be allowed to speak at the subsequent Board of County Commissioners hearing. No new evidence can be presented at the BCC meeting. Therefore, all testimony and evidence must be presented today.

08:38AM I said a little bit earlier if you are going to plan on giving your time to someone else, you are also giving up your right to speak at the Board of County Commissioners meeting. That person will be the only one
08:38AM allowed. Their rules in that chamber, I don't

know how long they will give that person to speak, they may not allow them to take other people's minutes, so you're putting your testimony in peril if you don't get on the
08:38AM record here.

The Planning Board will provide a recommendation for each rezoning request to the Board of County Commissioners. They will then review the testimony, documents and
08:38AM exhibits, consider all the closing arguments and make a final decision. All decisions by the Board of County Commissioners are final. Anyone who wishes to seek judiciary review of that decision must do so in a court of
08:39AM competent jurisdiction within 30 days of the date that the BCC either rejects or approves the recommended order of the Planning Board.

All written or oral communication outside of this hearing with members of the Planning
08:39AM Board are considered ex parte communications. Ex parte communications are presumed prejudicial under Florida law and must be disclosed as provided in BCC Resolution 96-13. As each case is heard the Chair will ask any
08:39AM Board member who has been involved in ex parte

communications, to please identify themselves and describe the communications.

As required by Section 2.08.02.D of the Escambia County Land Development Code, the
08:39AM Planning Board's recommendations to the Board of County Commissioners shall consider six criterion:

Consistency with the Comprehensive Plan. Whether the proposed amendment is consistent
08:40AM with the Comprehensive Plan.

Consistency with the Code. Whether the proposed amendment is in conflict with any portion of the Land Development Code and is consistent with the stated purpose and intent
08:40AM of that Land Development Code.

Compatibility with surrounding uses. Whether and the extent to which the proposed amendment is compatible with existing and proposed uses in the area of the subject
08:40AM property.

Changed conditions. Whether and the extent to which there are changed conditions that impact the amendment or the property.

Effect on the natural environment.
08:40AM Whether and the extent to which the proposed

amendment would result in significant adverse impacts to the natural environment.

And finally, development pattern. Whether and the extent to which the proposed amendment
08:41AM would result in logical and orderly development patterns.

At the beginning of each case as long as there are no objections from the applicant we'll let the staff present the location and
08:41AM zoning maps, as well as photographs for the property.

Then we will hear from the applicant and any witnesses that they may wish to call. Then we will hear from the staff and any
08:41AM witnesses that they may wish to call. Finally we will hear from members of the public who have filed a speaker request form.

At this time I would like to ask the Board to consider the rezoning hearing package for
08:41AM January 6, with the Findings-of-Fact as previously provided to you. The Chair will entertain a motion to accept that hearing package with the Findings-of-Fact and the legal advertisement into evidence.

08:41AM MR. TATE: Move to accept.

MS. DAVIS: Second.

MR. BRISKE: A motion and a second. All those in favor, say aye.

(Board members vote.)

08:41AM MR. BRISKE: Opposed?

(None.)

MR. BRISKE: The motion carries unanimously.)

(Motion passed unanimously.)

08:42AM MR. BRISKE: The rezoning hearing package with the staff Findings-of-Fact will now be entered -- and the legal advertisement will be marked and included in the record as Composite Exhibit A for all of today's cases.

08:42AM (Composite Exhibit A, Rezoning Hearing Package and Legal Advertisement, was identified and admitted.)

MR. BRISKE: We do have two cases today to be heard and we will go directly into the
08:42AM cases.

(Transcript continues on Page 11.)

* * *

* * *

CASE NO: Z-2015-01

Applicant: William Dyess, Agent for Helen P. Scarbrough, Owner
Address: 13922 River Road
Property Size: 2.21 (+/-) acres
From: R-2PK, Residential District (Perdido Key) Medium Density (4.5 du/acre)
To: CGPK, (Perdido Key) Commercial Gateway District, High Density (12.5 du/acre)

MR. BRISKE: The first case is Case
08:42AM Z-2015-01. The applicant is William Dyess, Agent for Helen Scarbrough, the owner, 13922 River Road, 2.21 acres, requested change from R-2PK, which is a residential district, medium density, to CGPK, Commercial Gateway District,
08:42AM high density.

At this time I'll ask the Board members has there been any ex parte communication with you, the agent, the applicant, attorneys, witnesses, fellow Planning Board members or
08:43AM anyone from the general public prior to this hearing? I'll also ask if you will disclose if you have visited the subject property and also disclose if you are a relative or business associate of any of the parties.

08:43AM And we'll start -- good morning, Ms. Oram.

We'll start with you.
MS. ORAM: Good morning and Happy New Year to all and no to all.
MR. BRISKE: Thank you.
08:43AM Ms. Hightower.
MS. HIGHTOWER: Good morning. Happy New Year and no to all.
MR. BRISKE: Mr. Pyle.
MR. PYLE: Good morning. I requested a
08:43AM parcel map from a local Realtor. That's the end of the communication.
MR. BRISKE: Mr. West, does that present any questions by just requesting a parcel map from someone locally?
08:43AM MR. WEST: No. I mean, as long as it's on the record I think anybody who has any concerns with that can address it when they have their opportunity to speak.
MR. BRISKE: Okay. Thank you, sir.
08:44AM Mr. Lowery.
MR. LOWERY: Good morning. I have visited the site but otherwise no talk.
MR. BRISKE: The Chairman. No to all.
MR. TATE: No to all.
08:44AM MS. DAVIS: No to all.

MR. BRISKE: Mr. Wingate.
MR. WINGATE: I did visit the site and no to the others.
MR. BRISKE: Thank you.
08:44AM Staff, was a notice of hearing sent to all interested parties?
MS. MALLORY: Yes, sir, it was.
MR. BRISKE: Was it properly posted on the subject property?
08:44AM MS. MALLORY: Yes, it was.
MR. BRISKE: Thank you. If there are no objections from Mr. Dyess, we will have the staff present the maps and photography.
Mr. Dyess?
08:44AM MR. DYESS: I don't have any objection.
MR. BRISKE: He has noted no objections so staff will present the maps and photography.
(Presentation of Maps and Photography.)
MR. FISHER: John Fisher, Urban Planner.
08:44AM This is Rezoning Case Z-2015-01. This is our location and wetlands map. This is our aerial map. The 500-foot buffer outlined you can see. This is our existing land use map with the 500-foot buffer. This is the Future Land
08:45AM Use Mixed Use Perdido Key, PK. This is the

500-foot zoning showing the surrounding zoning. This is the public hearing sign.
This is looking west along River Road. Looking north on the subject property.
08:45AM Looking northeast along River Road. Looking east along River Road. Looking southeast along River Road. Looking southwest along River Road. This is the 500-foot radius map that we used, obtained from the Escambia
08:46AM County Property Appraiser for the mailing list and this is the mailing list. That concludes staff's.
MR. BRISKE: Thank you.
Board members, any questions on the maps
08:46AM or photography at this time? All right.
Okay. Mr. Dyess, if you will come forward, please.
As Mr. Dyess is coming forward, our procedure here will be to have each person who
08:46AM is going to speak come forward. You will be sworn in and then you will state your name and address for the record and then we'll allow you to begin. We'll do that for anyone who is going to speak so just remember be sworn in
08:46AM first and then state your name and address.

Good morning, Mr. Dyess. We'll have you sworn in, sir.
(William Dyess sworn.)
MR. BRISKE: Sir, your name and address,
08:46AM please.
MR. DYESS: My name is William Dyess. You can call me Bill. I live at the property 13922 River Road.
I guess I'm supposed to give --
08:47AM MR. BRISKE: Mr. Dyess, excuse me, sir.
MR. DYESS: I'm sorry.
MR. BRISKE: Have you received a copy of the rezoning hearing package with all of the Findings-of-Fact?
08:47AM MR. DYESS: Yes, I did.
MR. BRISKE: Do you understand that you have the burden of providing substantial competent evidence that this proposed rezoning is consistent with the Comprehensive Plan,
08:47AM furthers the goals, objectives and policies of that plan and is not in conflict with any portion of the County's Land Development Code?
MR. DYESS: Yes, I do.
MR. BRISKE: Sir, please proceed.
08:47AM MR. DYESS: I guess I'm supposed to give

reasoning why we're rezoning the property here.

MR. BRISKE: Yes, sir. It's your responsibility to provide that substantial competent evidence addressing those criteria.

MR. DYESS: Do I readdress those to you guys from what I gave to the Planning Board here?

MR. TATE: Mr. Chairman?

MR. BRISKE: Yes, sir.

MR. TATE: Just in reference to reasoning, you don't have to tell us your future plans for the site, just the six criterion.

MR. DYESS: The six criterion that were given to us, I gave that in writing to these guys. I didn't bring a copy of it with me. I didn't know I was going to have to present that to you.

MR. TATE: Do you have a copy of what's in our packet today?

MR. DYESS: I don't have a copy of it. If I could have a copy of what I gave to them, then I could address that to you guys.

MR. BRISKE: Go ahead. I'm sorry.

MR. TATE: I was going to say having

previously read staff's Findings-of-Fact my understanding is staff is in agreement on all six.

MR. DYESS: Right. When I talked with Horace about this, he didn't tell me I need to come up here and readdress it to you guys. I'm sorry.

MR. TATE: That's fine. We have it. We've done our job. We have read the information that's been presented to us. I'm not speaking for staff. Staff can address this, but in what I read staff agreed with your findings in all six areas and said that this was logical --

MR. DYESS: As far as I understood from what they sent me back, yes, they agreed.

MR. TATE: You can as you're standing here tells us that you are -- you can accept staff's Findings-of-Fact?

MR. DYESS: Yeah, I accept the staff's Findings-of-Fact as far as the six criteria, you know, addressing the concerns that y'all have with the property.

If you want me to further address the reason for rezoning just in general I will be

glad to.

MR. BRISKE: Well, my concern is as I stated everything is captured here verbatim and a record sent to the Board of County Commissioners, so you can't add any new evidence there, so now is the time to get everything out that you want to tell us. We can accept the fact that you're agreeing with the staff's Findings-of-Fact and we do have a copy of that. It is part of the record, but I just want to give you ample opportunity to add everything and anything else that you want to get on the record.

MR. DYESS: Well, I'll go ahead and restate what's in the findings, I guess. I submitted that the request for the property at 13922 River Road, Pensacola, Florida to be rezoned from R-2PK to CGPK.

I reviewed the current Escambia County Comprehensive Plan. After reviewing it, it was my opinion that the rezoning was consistent with the overall scope and plan to provide orderly growth management for the County.

After reviewing the current Escambia

County Land Development Code, it was my opinion that the rezoning was consistent with the code and its intended purpose to provide orderly growth management rules and regulations for development within the County.

I determined that the rezoning would make the property compatible with the surrounding uses and zonings. Both properties along the north side of River Road adjacent to my property to the east and west are currently zoned CGPK. Sailmaker's Place, a ten-story condominium, has been constructed within the recent years directly adjacent to my property on the west. The property directly adjacent to the east has the same CGPK zoning that would allow for the construction of another condo of similar scope leaving my 100-foot wide property squeezed between two tall towers. With the improving real estate market conditions for condo development may become so that this would be very likely. I just didn't want to be left with 100 feet squeezed between two ten story towers. Our property is not for sale right now, but I think it's just wise for us to rezone it. We can see the wave of the

future there.
Rezoning the property would not adversely impact the natural environment in any additional significant manner. Any further
08:51AM use of the development of the property would be within the code and restrictions set forth by Escambia County and would be strictly followed to avoid any additional adverse impact on the natural environment.
08:51AM I think rezoning the property would make it consistent with all adjacent properties and provide a more stable blueprint for future development in relationship to the surrounding area.
08:52AM I would be glad to answer any questions now or come back later and answer questions.
MR. BRISKE: Board members, any questions?
MR. TATE: No questions, just a comment as we get further into this process. As other
08:52AM members of the public address this Board, you as the person who's responsible for this zoning has the ability to cross-examine them, to address or refine what you've said, to answer their questions or concerns as you
08:52AM choose or see fit.

MR. DYESS: I can do that after each person addresses you guys?
MR. TATE: You can or you can collectively do it at the end of the process.
08:52AM MR. DYESS: I may take notes and maybe come back at the end and do it like that.
MR. BRISKE: If it's going to be a cross-examination of the witness or the speaker, then you will have to do it at that
08:52AM time, but if it's going to be just rebuttal points then you will come back.
MR. DYESS: So if I want to question them directly I need to come up here and do it at that time?
08:53AM MR. BRISKE: Anyone who speaks is subject to cross-examination.
MR. DYESS: Are you going to ask me each time if I would like to or do I just need to come here?
08:53AM MR. BRISKE: If you would like to ask a question, just acknowledge and we'll recognize you.
MR. DYESS: Okay.
MR. BRISKE: At this time we will have the
08:53AM staff go forward with their presentation,

please.
Mr. Dyess, if you will just have a seat in the front row here in case we have to call you back up, please.
08:53AM MR. DYESS: Will do.
(Testimony by John Fisher, previously sworn.)
MR. FISHER: John Fisher, Urban Planner. Again, this is Rezoning Case Z-2015-01 from
08:53AM R-2PK to CGPK.
Under Criterion (1), consistent with the Comprehensive Plan, the proposed amendment to CGPK **is consistent** with the intent and purpose of the Future Land Use category MU-PK, as stated in CPP FLU 1.3.1.
The proposed amendment is consistent with the intent of CPP 1.5.3. as it does promote the efficient use of the existing roads and the established utilities and infrastructure. Mixed-Use Perdido Key allows for residential and non-residential uses with a maximum density of 25 dwelling units per acre. The CGPK Future Land Use category allows residential rezoning to districts with higher residential densities.

Criterion (2), consistent with the Land Development Code. Under the Findings: The proposed amendment **is consistent** with the intent and purpose of the Land Development Code. The parcel is located between two abutting parcels, one to the east and the other to the west, zoned CGPK, which will make a more smooth transition along River Road if this amendment is approved.
08:54AM Criterion (3), compatible with surrounding uses. The proposed amendment **is compatible** with the surrounding and existing uses in the area. Within the 500-foot radius impact area, staff observed properties with zoning districts R-2PK, CGPK, R-3 and PRPK. Some of the nearby uses are Sailmaker's Place Condominium and 18 single-family homes located.
Under Criterion (4), Findings: Staff found **no changed** conditions that would impact the amendment or property. The subject property had applied for a rezoning case for June 27, 2005, Case Number Z-2005-22, but the agent tabled the case and never came back for a rezoning hearing. Staff had no

recommendation at that time.
Criterion (5), effect on the natural environment. Findings: According to the National Wetland Inventory, wetlands and hydric soils **were not** indicated on the subject property. When applicable, further review during the Site Plan Review process will be necessary to determine if there would be any significant adverse impact on the natural environment.
Under Criterion (6), development patterns, the proposed amendment **would result** in a logical and orderly development pattern because the adjoining parcels are already zoned CGPK. The zoning change would alleviate a single R-2PK less intense zoned parcel that is adjoined by existing CGPK zoned parcels to the east and to the west to make a more seamless and better transition for the zoned properties along River Road.
That concludes staff's findings.
MR. BRISKE: Board members, any questions?
MS. DAVIS: Not at this time.
08:56AM MR. BRISKE: Mr. Dyess, any question for

staff?
MR. DYESS: No, I don't.
MR. BRISKE: Okay. He indicated no.
At this time we're going to open the
08:56AM Public Comment portion. For those members of the public who wish to speak on this matter please note that the Planning Board bases our decision on the criteria and exceptions described in Section 2.08.02.D of the Escambia
08:56AM County Land Development Code. I would ask that staff bring those up on the board, please, the criterion.
During our deliberations the Planning Board does not consider general statements of
08:57AM support or opposition. Accordingly, please limit your testimony to the criteria and exceptions described in Section 2.08.02.D.
Please also note that only those individuals who are present and give testimony
08:57AM on the record at this hearing will be allowed to speak at the subsequent hearing before the Board of County Commissioners.
Just a little bit more explanation here, in a rezoning case we do not consider what the
08:57AM person is planning to do with the property.

We have to consider everything that is possibly allowed on that property. Okay? So we don't get into project specifics. That's number one. We get into these criteria.
08:57AM That's the only thing we can consider at this board.
If the gentleman decides to develop the property, it goes through a completely different process, the Development Review
08:58AM Committee process. In that process they address many other items. They address traffic, emergency and stormwater. There's just a -- it's a very in-depth process. That is a separate process from this. I just want
08:58AM to make that clear.
So if you come up with you have a concern about traffic or anything like that, that's not something that this Board can address because we're not looking at a site specific
08:58AM project. We're looking at a rezoning in general.
Like I said, anything that is allowed in the zoning district, which in this case would
08:58AM be CGPK, would be what would be allowed if this Board approves it. It doesn't matter if

he tells what the project is going to be. We still have to consider everything that is possible in that zoning district. That's what we have to do.
08:59AM The last thing I want to say is that opinion testimony is limited to experts. If you wish to give your opinion on something, we have to qualify you as an expert. We'll have to voir dire you and ask questions: What are
08:59AM your qualifications? What is your background? What is your training?
A simple example would be sometimes folks come up and say this is going to negatively affect my property value. Unless you were a
08:59AM licensed real estate person or someone who has a great deal of knowledge of property values, that is your personal opinion and may not be a professional factual opinion. So those kind of things are just opinions and we don't give
08:59AM much weight to them because everybody has their own opinion about things. Okay? So those are the ground rules. Because this a quasi-judicial hearing, we have to have very specific rules.
09:00AM With that we'll go into -- they're in no

particular order, just kind of the way they were handed to me so. I know some of you have signed up to speak at both this one and the next case and we'll get to everyone here. We
09:00AM do have a time limit. We ask that you respect that time limit so that everyone can get a chance to speak. We have a limited amount of time that we can go through all of this.

If you wish to give your time to someone
09:00AM else, we do allow that, but you will not be allowed to speak at the County Commissioners meeting. I just want to remind everybody. Okay?

All right. Let's go. Our first speaker
09:00AM is Alan Dennis, please.

MR. DENNIS: Is it possible I could come after a couple of other speakers? I'll speak now but I refer to wait a few minutes.

MR. BRISKE: I'll just put you at the
09:00AM bottom of the stack. Now you've got to wait until the end of the line.

MR. DENNIS: Thank you. I appreciate that.

MR. BRISKE: Selina Davidson.

09:01AM UNIDENTIFIED SPEAKER: I've given my

minutes to Clovis.

MR. BRISKE: Okay. Who are you giving them to, ma'am?

UNIDENTIFIED SPEAKER: This lady right
09:01AM here.

MR. BRISKE: Clovis?

UNIDENTIFIED SPEAKER: Yes.

MR. BRISKE: You do understand that you will not be allowed to speak at the next
09:01AM meeting?

UNIDENTIFIED SPEAKER: Yes.

MR. BRISKE: Greg Canfield. Good morning, sir. We'll ask you to be sworn in and then state your name and address for the record.

09:01AM (Greg Canfield sworn.)

MR. CANFIELD: My name is Greg Canfield. I am owner at 13840 River Road at River Colony. I want to take the opportunity to begin by thanking this Board for the
09:02AM opportunity to be heard and to voice my opposition to this rezoning request. My wife and I have a second residence here on the Key and we're located, as I said, in Unit 102 of River Colony.

09:02AM I serve as the Secretary of Commerce for

the State of Alabama and in that capacity am considered the lead economic developer for the State of Alabama. I've also served two terms as president of the Vestavia Hills City
09:02AM Council in the State of Alabama, and two terms as a member for the council on the Vestavia Hills Planning and Zoning Board, so I understand what you're going through and understand part of what you're doing as it
09:02AM relates to hearing this rezoning request.

MR. BRISKE: Sir? Excuse me. Mr. Tate has a question.

MR. TATE: I have a question before you proceed, if we could hold the time. What you
09:02AM presented to us in regard to your capacity, are you wanting to be -- are you wanting to give opinion testimony based on your background beyond --

MR. CANFIELD: I leave that to your
09:03AM judgment.

MR. TATE: Well, you have to let us know that. Based on what you said before we got there I wanted to ask that. I don't know what your testimony is.

09:03AM MR. CANFIELD: No, I would say at this

point I'm just trying to communicate to you that I have some experience with zoning, but I think it would be fair to say and unfair for me to portray that I have working knowledge of
09:03AM Florida law.

MR. TATE: Understood. Thank you. Appreciate it.

MR. BRISKE: Like I said before, because we're quasi-judicial we have to make sure we
09:03AM follow a certain set of rules here. Go ahead, sir.

MR. CANFIELD: I oppose this request to change the existing zoning at 13922 and also the other one that will be coming up, from
09:04AM R-2PK, Residential Medium Density, to the more commercially intensive CGPK, Commercial Gateway District, High Density. I urge the Planning Board to oppose it, as well.

This request appears to violate HOU 1.4 of
09:04AM Chapter Nine of the Escambia County Comprehensive Plan regarding existing neighborhoods and redevelopment and the stated objective to protect the character of existing residential neighborhoods. CGPK zoning is the
09:04AM most intensive zoning permitted on Perdido

Key. CGPK permits the commercial development of incompatible uses such as hotels, motels and arcade amusement centers in a currently residential section of River Road. The property adjacent to the east is CGPK and that property is used as single-family residential.

Secondly, I believe this request violates the intent of CGPK within the Mixed Use Perdido Key or MU-PK category. According to the Escambia County zoning code, CGPK zoning is intended to provide gateways or entryways into Perdido Key. With that intention, in looking at the road configuration and the placement of the road and location of River Road, it is fair, in my opinion, to look at this and say that River Road is neither a gateway nor entryway into the Key.

Thirdly, acting favorably to this request I believe would create a potential violation of the coastal management element of Chapter 11 of the Escambia County Comprehensive Plan related to goal COA.2, which states that Escambia County will maintain, restore and enhance the overall quality of the coastal environment utilizing and preserving all

coastal resources consistent with sound conservation principles including restricting development activities.

The current 2PK zoning requires a minimum of 30 percent of the lot to be pervious. If this is rezoned to CGPK, that will be reduced in half to 15 percent pervious surface in an area that drains into Old River.

Denying this request, fourthly, is consistent with the Escambia County -- I'm concluding. Denying this request is consistent with the Escambia County Land Development Code in Article 2 Administration Section D.7, C and D subpoints, which establishes that the Planning Board deny rezoning requests for legitimate public purpose of preventing an intrusion of commercial uses in an established residential area and/or when such rezoning would have significant adverse impacts upon property values of adjacent or nearby properties.

Rezoning to CGPK would create the conditions for intense commercial uses that would be incompatible with the surrounding residential uses and that condition affects

the marketability of residential properties and hence lowers property values.

With these issues being considered I urge you not to support this request. Thank you.

09:07AM MR. BRISKE: Thank you, Mr. Canfield. Thank you for being very precise to the point which criterion you're addressing. That's exactly the type of information we have to consider.

09:07AM Horace, I know that the gentleman has pointed out some technical points in both the Land Development Code as well as the Comprehensive Plan. We're not putting you on the spot right this second because we're going

09:08AM to give our applicant/agent a chance to cross-examination, but we would like to hear the County's position on these concerns this gentleman has and you can either address them as soon as we give the applicant a chance to

09:08AM cross or we can hold it to the end.

Mr. Dyess, did you have cross-examination or questions for this speaker?

MR. DYESS: I do.

09:08AM MR. BRISKE: Come to the microphone, please, sir. We have to share the same

microphone.

MR. DYESS: Bill Dyess.

MR. CANFIELD: Greg Canfield.

MR. DYESS: It's very good to meet you. I

09:08AM grew up in Alabama. I've probably seen you before here.

I would probably like to qualify myself as an expert on development. I developed several properties in Gulf Shores and Orange Beach. I

09:08AM was also the developer of La Serena on River Road, so I've been a real estate agent/broker for over 30 years in Alabama and Florida. Just to get that out of the way I don't know what else I need to do. So I have the ability

09:09AM to ask questions based on some of their expertise, I guess.

MR. BRISKE: You're being asked to be qualified as an expert in land development?

MR. DYESS: Land development, especially

09:09AM condominiums.

MR. BRISKE: Are you asking to be an expert in the area of land use and planning or just in development practices?

MR. DYESS: I would say in both.

09:09AM MR. BRISKE: Questions from the Board,

voir dire on qualifications and background?
MR. TATE: I think he's already given us that information.
MR. BRISKE: The Chair will entertain a
09:09AM motion to consider this gentleman as an expert in the areas he's requested.
MR. LOWERY: So moved.
MR. WINGATE: Second.
MR. BRISKE: A motion and a second. Any
09:10AM discussion? All those in favor, say aye.
(Board members vote.)
MR. BRISKE: Opposed?
(None.)
MR. BRISKE: Let the record reflect that
09:10AM the gentleman will be recognize as an expert in the area of land use and planning and development of projects.
(The motion passed unanimously.)
MR. DYESS: I would also like to put on
09:10AM the record I'm the son-in-law of the owner of the property. That's why I'm here, not as a developer.

CROSS-EXAMINATION

BY MR. DYESS:

09:10AM **Q. You said that the property was --**

MR. BRISKE: Sir, I'm going to ask you to stand close to the microphone. We're recording it, as well.
MR. DYESS: I understand.

09:10AM **Q. (By Mr. Dyess) You said that the property was -- you had certain percentages of how it was pervious. Do you have anything to show to put on the record as far as it was only 30 percent pervious?**

Because I've looked at the property and we
09:10AM **have surveys of the property and I would guesstimate that over 70 to 80 percent of that property, of all four of those lots that would be CGPK is this was rezoned --**

MR. BRISKE: Mr. Dyess, I just want to try
09:10AM to help you out here. It's going to be best if you just ask him a question and let him respond and then if you have rebuttal to it you can get that on the record, as well. So let's just ask him a direct question and then
09:11AM get it on the record.

Q. (By Mr. Dyess) do you have any evidence to show that what you stated that the property was 30 percent pervious and that it drained into the intracoastal canal?

09:11AM **A. To respond to the question, what I'm**

addressing is the matter that this Board considers and that is the actual zoning code itself, which establishes minimum pervious usage on a lot. So the current zoning that you have today has a minimum, my
09:11AM **reading of RPK -- of R-2PK is that it requires that at least 30 percent of the lot be pervious. By changing this to CGPK it will permit that to be cut in half so that a use on that property that is allowed would only be required to maintain a minimum**
09:12AM **of 15 percent pervious surface. And this area, as we all know, is along, all along the river, so that impervious nature, an increase in pervious will have somewhere to drain. The point there is changing the zoning code reduces the pervious protection by half.**

09:12AM MR. BRISKE: Is there rebuttal and/or another question?
MR. DYESS: Another question.

Q. (By Mr. Dyess) So you're not making any statement saying that this property has any
09:12AM **percentage one way or the other as far as how pervious it is, right?**

A. No. But what we're considering in my opinion is the request to change the zoning and that zoning includes uses and has certain characteristics
09:12AM **that are more permissive and less restrictive for**

uses that that could potentially be damaging to the surrounding environment by allowing more impervious use around that lot.

Q. You also made the statement that you
09:13AM **thought that the River Road wasn't acceptable for the CGPK zoning, but when you purchased your condominium at River Colony weren't you aware that there were 400 feet contiguous to that property that was already zoned CG to the east?**

09:13AM **A. I am aware that there are properties and lots currently zoned CGPK at the time that we purchased our property. But I'm also aware that there are certain properties, including yours, which this county has determined in previous land use**
09:13AM **decisions should be zoned as they are today and I support the current zoning as it is today.**

Q. Do you have any evidence to what you just stated that there's already been findings other than the current zoning as it is that this should remain
09:14AM **the current zoning of R-2?**

A. I think my statements were clear enough.
MR. DYESS: Okay. That's all the questions I have for him.
MR. BRISKE: Thank you, Mr. Canfield.
09:14AM Horace, do you wish to address now or do

you want to wait until the end?
(Testimony by Horace Jones, previously sworn.)
MR. JONES: I can address that, I think.
09:14AM Again, my name is Horace Jones, Director of the Planning Zoning Department.
MR. BRISKE: You've been previously sworn in as a staff member.
MR. JONES: We do respect the gentleman
09:14AM and his comments and his ability to articulate his points so pointedly. However, staff, when we reviewed this case, we reviewed the case based upon the six criterion that we have to look at in the Land Development Code. He made
09:14AM the point, one of his points was, one of his points of argument, was the fact that the surrounding zoning and staff concurred -- pull this up on your maps, please.
MR. BRISKE: Horace, let's make sure we
09:15AM speak into the microphone so we get it all recorded. Thank you, sir.
MR. JONES: If everyone will take a look at the map, you can see where there's an intermixing of adjacent contiguous parcels, a
09:15AM pattern, a logical orderly development pattern

of CGPK is intermixed throughout that strip of area of River Road. So, therefore, that area is trending towards commercial condominium type development.
09:15AM He made points about the coastal management issues. He's correct, but that statement in the Comprehensive Plan is a broad statement. It's very very broad. When we get into the site specific nature of the project,
09:15AM once it becomes one, staff, we will look at all of those things relating to the Land Development Code. We have to look at FDEP. They have standards where you cannot interfere with the Coastal Construction Line setback.
09:16AM All of those things will be looked at once we know what the project is designed.
And if it comes to the point where Mr. Dyess or whoever develops the project, if they cannot meet them, they cannot meet them.
09:16AM At this point we really do not know what the development is going to be. But again those are -- the environmental concerns, they would definitely be looked at very very precisely and according to all of the state rules, the
09:16AM Land Development Code regulations and federal

regulations that protect those coastal properties in that area.
He made points about River Road. River Road basically is a road that has been -- the
09:16AM County is aware of. Transportation, access management, any other improvements that need to be made on that road we will address those things at the point of once -- if this case is approved for rezoning, we will address those
09:17AM things at that point.
He made issues about stormwater. That's a primary point which everyone should be concerned in coastal properties, in coastal points. Those things would definitely be
09:17AM considered because we're aware that's a barrier island. Staff is not negating that. That is a barrier island and we will be looking at those things very carefully if this rezoning case is approved.
09:17AM Many times these broad statements we just don't have the facts at the time to make those decisions, but we have the Land Development Code, the state laws and regulations process that we will look at specifically.
09:17AM But this rezoning case, it meets the

criteria base upon the intermixing of the adjacent side by side. He made statements about the impervious ratios and all of those things. We're going to look at that
09:18AM wholeheartedly. Specifically we are not going to negate or neglect anything, because again, this is a coastal barrier, but when it comes to site specific development, the requirements are much more stringent than when it's an
09:18AM urbanized core area.
So the points that he made, they're good points, but they're not as accurate and precise as what we look at when we look at rezoning cases and the logical development
09:18AM points and the remaining comprehensive code.
MR. BRISKE: Okay.
MR. TATE: Mr. Chairman, I have a question to Mr. Jones.
MR. JONES: Yes, sir.
09:18AM MR. TATE: I need a little bit of help. And we've had this issue before. When we look at what might be considered one of the highest and best uses of zoning of a property doesn't necessarily mean that everything within that
09:19AM zoning category can actually work there. In

other words, there's other things that would negate being able to do, I don't know, something in our -- I don't know. What I'm asking is are there any conditions that exist on the ground today that rule out the ability to do anything other than residential dwellings here?

MR. JONES: At this point, at this point and level, we're not aware of those things, but, again, once we go farther we will be able to be more specific, but with the general concept of the plan, that site is logical and orderly for it to be zoned CGPK because of the adjacency --

MR. TATE: I understand that, but I'm talking about when we look at whether or not a motel or hotel could fit there or some other commercial development based on -- yes.

MR. JONES: You can -- now, with my experience as a site plan reviewer, the lot is constrained. You can look at the size of it. There are constraints on the lot. That's quite obvious.

MR. TATE: The size in and of itself.

MR. JONES: Yes. Because when you start

developing we have to look at all things, parking, so the lot is definitely constrained. If you have to go up then --

MR. TATE: You have to go out, as well.

MR. JONES: So it's limited because of the size.

MR. TATE: Right. And then I have one other question and this is specifically to, unfortunately, some of what we're going to be dealing with later today, but as we look at and review our future map, were there any changes, recommended changes, within the Perdido --

MR. JONES: No, there were not. When we started this Land Development Code process change, we was directed not to touch Perdido Key and we have not. There are things that are yet in place for protection of Perdido Key. For example, dwelling units caps, those things are yet in place and when development -- as we know, development is coming back. We're looking at those things, so those things are yet in place, but we've got to continually watch those things so all the things for the protection of Perdido Key

would yet be in place unless we are directed to remove them, but we have not received that charge yet.

MR. TATE: Thank you.

MR. BRISKE: Horace, I have a follow-up question, as well. Mr. Canfield noted that he was relying on existing zoning that was there. Do we have any kind of idea of the history of how we kind of got this little checkerboard design here? I know it's not typically in your findings to go into that with the other parcels, but anything you can give us as a background? Were those individual cases that were brought forth and rezoned?

MR. JONES: I believe, according to John, with what limited knowledge of what we have that that was the zoning when the zoning came in. That's how it was laid out out there.

MR. TATE: Just like the rest of the County. I mean, there's really no difference in what we have. I mean, our Board member up here is a prime example of that. You know, there's people that used to choose the highest and best and others that didn't say anything.

MR. DYESS: I may be wrong, but I think

Sailmaker's Place --

MR. BRISKE: Hold on. You will have to come forward to the microphone.

MR. DYESS: I may be wrong, but I think that Sailmaker's Place was rezoned back in the mid-2000s, at least one of those two lots was rezoned.

MS. DAVIS: Which one is that?

MR. DYESS: It's right next to us to the west. So that was at one time. I may be wrong and there are some people here that do live there. I'm not sure, but I think according to my memory of having owned property down River Road that that was rezoned at one point, at least one of those lots was.

Can I address one more thing that y'all brought up?

MR. BRISKE: Yes, sir.

MR. DYESS: Y'all seem to be focused on what can be built there if we rezoned this to a certain degree what the limitations are. If you look at the zoning map right now, directly adjacent to the east of River Colony is 400 feet zoned CGPK. Any concern that they have is already right there next to them, so by

trying to stop us, it really goes against any common sense and any logic because we would be identical if the other two lots rezone to what's on the other side of them. In fact, I
09:24AM think, in my opinion as a developer, that they would end up with a much more valuable piece of property developed next to them, which would improve their property values. That's just my opinion based on development. Okay?
09:24AM But all the fears they have right now is already in place, so anything that can be built on our property can already be built right next door to them.

MR. BRISKE: And like I said at the
09:24AM beginning of the meeting, we consider the criteria, those six criterion that you see on the Board when we're making our recommendation and that is what the staff is tasked with in the Findings-of-Fact.

09:24AM I see that Mr. Canfield has asked to be recognized again. Board members, we typically don't go back once we've given someone their time to speak but it's the pleasure of the Board. Do you wish to allow him to come back
09:24AM and have more time?

MR. TATE: If it's in regards to something that was stated by either staff or ourselves.

MR. BRISKE: Mr. Canfield, I'll ask if this is new information that you're bringing
09:25AM forward then we're probably not going to allow it just to be fair to everybody, but if it's just a response to something, then we'll allow it. All right. If you will come forward, sir.

09:25AM MR. CANFIELD: I thank the indulgence.

MR. BRISKE: Please state your name just so we know who we're dealing with on the record.

(Further testimony by Greg Canfield.)

09:25AM MR. CANFIELD: My name is Greg Canfield, owner at 13840 River Road, River Colony, Unit 102. I thank you Board members for your indulgence.

I just wanted to respond. Basically
09:25AM you've got a great qualified and talented staff I'm quite sure. I've seen some of their information. Your task is different than staff's. Staff is looking at things technically and after the fact. You're being
09:25AM asked to take action prospectively with regard

to the rezoning request.

And I would simply restate that in looking at the compatibility of the zoning that is being requested, yes, you see that there is
09:26AM and has occurred some spotty zoning over time along River Road, but the fact that CGPK exists on certain lots is not in and of itself an argument that CGPK should exist on all lots on River Road. I believe that you have to
09:26AM give strong weight to the existing and current uses which is primarily in this section residential. Again I would urge you that CGPK is indeed the most extensive and permissive use and can allow things such as arcades and
09:26AM amusement centers, hotels and motels. Those are very incompatible with existing use in that particular area.

I would also say that if -- and we're not talking about what the owner's intended use
09:27AM here is of this property, but if that intended use is a more heavy or dense residential development such as a condominium, I believe under Florida law and Escambia County you have the ability to take the request of CGPK and to
09:27AM reduce it to something that is a little more

restrictive, such as R-3PK, wherein condos could be built. So I would suggest that that might be an alternative.

MR. BRISKE: Thank you.

09:27AM (Further testimony by Horace Jones.)

MR. JONES: And thank you, sir. That definitely is the task of the Planning Board. I do want to add, as well, I don't know if it was looked at, you have PRPK. PRPK. That is
09:27AM very very very resort commercial. That allows for, I don't want to say any and everything, but it allows for quite a bit of retail resort type uses with commercial operating on that property.

09:28AM MR. BRISKE: Bring up the two zoning districts side by side. John, can you do that, side by side, just the permitted uses? I think we'll stick with that to start with.

MR. FISHER: This is --

09:28AM MR. BRISKE: If there's any way to expand it a little bit.

MR. FISHER: This is a CGPK and the uses permitted in CGPK, as well. So one of these you have to look back at CGPK.

09:28AM MR. BRISKE: Right. Let's look at the --

MR. FISHER: Do you want to look at the CCPK?

MR. BRISKE: Is there anything else down below this that's additionally permitted. So there's very strict requirements in this category. Let's go back and look at CCPK.

MR. FISHER: Which again refers back to C-1PK.

MR. BRISKE: All right. Now, if you would go over to the R-2.

MR. JONES: Mr. Briske, for the record, those requirements that are in Article 6 under those zoning districts, once if it approved you have to meet those constraints, so all of those things will be looked at wholeheartedly once we know what the project is if it is approved because PK is not a free-for-all. There are definitely some major restraints you would have to modify his request to, his proposal.

MR. BRISKE: If we could just look at the R-1PK since it is cumulative. Okay.

Board members, any questions on any of those? I know you're very familiar with them. I just wanted to refresh everyone's memory.

MR. TATE: No, I'm familiar. I guess, just to point out, that there's some inherent protections built into each of these that are going to restrict how it could be used no matter what the zoning is.

MR. JONES: Yes, it is.

MR. BRISKE: Okay. All right. Let's go ahead and move on to our next speaker.

MR. DYESS: I'm going to ask him a couple more questions.

MR. BRISKE: Yes, sir. You have the right to cross-examine.

MR. DYESS: Since he's such a knowledgeable witness I think it would be best to probably ask him.

(Greg Canfield recalled.)

Q. (By Mr. Dyess) You mentioned that, you know, in looking -- can you bring back up the zoning map that we had also there?

MR. BRISKE: All right.

Q. (By Mr. Dyess) Looking at my property, which is the one in the center, the R-2PK; do you know which one it is?

MR. BRISKE: Mr. Dyess, you've got to speak into the microphone.

Q. (By Mr, Dyess) Looking at my property which is 100 foot, R-2PK which is located between two CGPK 200 foot lots, what do you think with your background is the most logical way to zone that property seeing that it's 100-foot wide?

A. I'm not really able to answer that question because I don't know how and when the decisions were made to zone these other adjacent properties CGPK. I would only say that based on my reading of the zoning code itself and the Comprehensive Plan, that I don't believe that CGPK is a code that should have actually -- a zone that should have been used in the first place because it's not a gateway nor an entryway into the Key, which is what that particular zoning land use code is and is designed for. I would say that the use on your lot and the use on the lots to your east are all single-family residential, so if we look at how --

Q. Say that again. I didn't understand you. Say that again.

A. To the east of you the property that is CGPK is single-family residential.

Q. It's a ten-story condominium, correct?

A. That's to the west.

Q. To the west. I'm sorry. It's a ten-story

condominium.

A. Right.

Q. To the east is zoned CGPK?

A. Right. So I don't know how to answer your question other than I believe the use along this area has definitely been limited primarily in that particular zone, that 500 what, that circular area, to residential use.

And the point is that CGPK allows a much more intense commercial use that goes beyond residential and allows for everything from a hotel and a motel to an amusement center. If the interest of you as a landowner is to have the opportunity for zoning that is more compatible with a higher density development that is also allowed in CGPK, then I would suggest and request that you consider an R-3PK, which would allow for condominium development.

Q. So when you purchased your condominium at River Colony you were aware that the property next to it to the east that there could be a hotel, amusement park or anything built on that property yet you still purchased your property; is that correct?

A. I did purchase the property, yes.

Q. But you were unaware that the zoning was in place that could allow all these things that you

just mentioned. You were unaware of that or you just don't want to answer the question?

A. At the time I saw the zoning on the map when we looked at the property. But what's at stake here, what is the issue here is your property. It's not the properties adjacent to property I own in your particular case. This is about protecting the character and the use of the property within that zone as far as I'm concerned.

09:34AM **Q. Last question: So you're not concerned about the property next door, you're concerned about my property which is 300 feet from where you live right now down the road?**

A. I'm here only because you're requesting to rezone this property.

09:35AM

MR. DYESS: Thank you.

(Applause.)

MR. TATE: Hold your applause, please. Comments and applause really aren't appropriate. Thank you.

09:35AM

MR. BRISKE: Our next speaker is Mae Dean. If you will be sworn in and then state your name and address for the record.

(Mae Dean sworn.)

09:35AM MS. DEAN: My name is Mae Harveston Dean.

I live at 1339 Gondora Drive. I've lived there 30 years. It's approximately a mile-and-a-half from this property. I am also -- I want to thank the Planning Board for

09:35AM allowing me to speak today.

This is a major concern on Perdido Key. I am president of the Perdido Key Association. It's a 50-year-old board and a membership of about 500 residents of Perdido Key and

09:36AM property owners who are committed to the orderly growth of Perdido Key.

About a year-and-a-half ago we began or about two years ago the County hired DPZ to start the Perdido Key master plan design. We

09:36AM worked very long hours on that design. I would like to ask a question: How many of the Planning Board members were here when DPZ -- when we made our two public presentations to this Board? How many? Only two of you,

09:36AM three, four of you?

MR. TATE: I think three or four of us on this Board.

MS. DEAN: So I didn't know how many of you were aware of that master plan. I know

09:37AM that it has been shelved and we are only one

more public hearing away from sending it to the County Commission is my understanding. I know with the change of our County Commissioners we would like to bring that plan

09:37AM back.

This particular area in that plan has a designation of -- it has new zoning maps with it and this area is an R-5, which is approximately the same as R-3PK, not very many

09:37AM differences at all except I'm not sure what the building height is in R-3PK. What is that? Do you know? It's ten stories in R-3PK. Well, it's five stories in the master plan under R-5.

09:37AM I believe that that would be a changed condition that if we bring back and implement this wonderful plan that we worked so hard for in your list that would be considered a changed condition from under your -- for your

09:38AM opposition to this. Excuse me. I'm getting nervous, so.

Also this designation of CGPK goes all the way back to Mike Whitehead. Like I said, I've been there 30 years. It's a very old

09:38AM designation, never belonged on River Road.

There's a lot of opposition to it. Most of those properties did not use the full CGPK. Sailmaker is the only one that did.

When you come over the bridge you will see

09:38AM the multicolored condominiums. Those are only two stories, probably 12 units per acre, just like the R-3PK would be. I would consider River Colony probably a 12 unit per acre. And even the number of units in Sailmaker is not

09:39AM that great because -- it's a big tower but a lot of their units are five bedroom units. They're huge. So the CGPK is just not applicable to River Road. Just like other people have said, we have horrible congestion

09:39AM at Gongora, where I live.

The 80 percent of impervious material, we have horrible flooding at Holiday Harbor. If you put 80 percent impervious on top of that hill you'll have a lot more flooding, so that

09:39AM is an environmental issue. I know you will try to hold it, but it's not good.

Hotels and restaurants, that's too many trips for River Road. It cannot -- you know, unless you do a development order where they

09:40AM can spend maybe ten million dollars to fix the

intersection of Gongora and Perdido Key Drive --

MR. BRISKE: That's outside the purview of this Board.

09:40AM MS. DEAN: Outside your thing. Okay.

MR. BRISKE: We don't address stormwater or traffic here.

MS. DEAN: Okay. No traffic. Anyway, all of these issues were looked at in the master plan and I would hate to see you up zone this to a CGPK and then you -- we can't down zone. You know that. Once we up zone it to CGPK, we can't down zone it back to R-3 and we can't go backwards.

09:40AM And they can put in -- if they put those three lots together, have nine acres, they can put a motel in there, they can put a restaurant in there. It's allowable, you know. And so I thank you for your

09:40AM consideration and I ask you to send this back to staff for consideration of R-3PK. Thank you.

MR. BRISKE: Thank you.

MR. DYESS: One quick question for her.

09:41AM (Cross-examination by Mr. Dyess.)

Q. (By Mr. Dyess) In the master plan that you referenced, did they do away with the CGPK zoning?

A. Yes, it has a completely new zoning plan for the entire island.

09:41AM MR. BRISKE: Let's get something on the record here. That is not in place. It's a proposal.

MS. DEAN: It's not in place. It's a proposal.

09:41AM MR. DYESS: It's a proposal. So we're not dealing with that right now, we're dealing with current zoning.

MR. BRISKE: The citizens work with a group and they came up with a proposal but it

09:41AM is not part of our code at this point.

MR. DYESS: All right. I've got another question.

Q. (By Mr. Dyess) I didn't understand where you lived at on the Key?

09:41AM **A. Gongora.**

MR. BRISKE: Ms. Dean, we're going to need you to come to the microphone.

MS. DEAN: Okay.

Q. (By Mr. Dyess) Is that a house or a condo?

09:41AM **A. It's a house, 30 years, 13396 Gongora.**

MR. DYESS: That's what I thought. All right. Thank you.

MR. TATE: I have a question based on something that you said. You mentioned the

09:41AM two story condos that looked like they were probably 12 dwelling units an acre. Correct me if I'm wrong, but isn't that the same type of dwelling unit issue we're looking at with this change?

09:42AM MR. PYLE: And I have a follow-up to that question.

MR. BRISKE: Hold on. Let me get Mr. Tate's out of the way and then we'll let you speak.

09:42AM MR. TATE: You had mentioned Sailmaker a lot more units per acre, these other two story, three story condos that probably only have 12 units per acre. So what is the -- my understanding of what the dwelling units per

09:42AM acre which is what we're dealing with today is 12-and-a-half; is that accurate?

MR. FISHER: For the current zoning district?

MR. TATE: Yes.

09:42AM MR. FISHER: 12-and-a-half is what CGPK

is.

MR. TATE: Okay. I mean, I just wanted to make sure to get that on the record we're looking at 12-and-a-half units per acre, not

09:43AM 25.

MR. FISHER: The Future Land Use allows 25, but the zoning only allows 12-and-a-half.

MS. DEAN: It's really, you know, the bars, restaurants, hotels, you know, is what

09:43AM we're most opposed to. The units -- the R-3 is 12, the CGPK is 12. Like he said, the ten-story, I would rather see a lower story, but I understand we can't down zone anything.

MR. TATE: That's my understanding.

09:43AM MS. DEAN: I understand. I mean, four units per acre.

MR. BRISKE: Mr. Pyle, you had something?

MR. PYLE: I just wanted clarification from staff that we are talking about the

09:43AM difference -- you have to translate for me -- simple density breaker is -- because in this it states what is currently there is four-and-a-half units per acre to what is being requested here today is for

09:43AM 12-and-a-half units per acre, correct?

MR. FISHER: Correct.
MR. BRISKE: Thank you. Thank you, Ms. Dean.
MS. DEAN: Thank you.
09:44AM MR. BRISKE: Clovis Harper. Yes, ma'am. Ms. Harper will have six minutes because she was given time from Selina Davidson so please set six minutes there, please.
(Clovis Harper sworn.)
09:44AM MS. HARPER: My name is Clovis Harper and I live at 13928 River Road, which is Sailmaker's Place, which has come up several times in this discussion. The only comment that I have to say today is to reiterate that
09:44AM you reconsider the zoning to be R-3PK, which will do away with our concerns of the possible use as a hotel.
All the other things that I had to say have already been said. There's no reason for
09:44AM me to repeat them. We just -- everyone here has no problem if it's a condo. If the condos are built, we don't have a problem, but with the CGPK zoning versus the R-3PK zoning we get rid of that threat of a hotel. Thank you very
09:45AM much.

MR. BRISKE: Thank you. Thank you for being brief. That's a good point. If someone has already said it, just tell us that. We hear everybody speak.
09:45AM Any cross-examination, Mr. Dyess?
MR. DYESS: Can I make a statement based on what she said?
MR. BRISKE: Yes, sir.
MR. DYESS: All I would like to say is
09:45AM I've heard that concern with I think everybody that came up here and just, you know, from my experience as a developer the cost of the property is pretty prohibitive for a hotel to go there.
09:45AM Also you note that there are no hotels on River Road because there is no traffic there. And it just doesn't -- and there's not going to be a restaurant there. The restaurants that are there, the Sunset Grill and the
09:45AM Oyster Bar, are both pretty, you know, not very good successes. So it just isn't a natural need to, you know, to be concerned about that.
I understand their concerns. I mean, it
09:46AM comes up, but in reality in my expert opinion

as much as I know, I'm not a restaurant expert and not a hotel expert, but I just don't see those two possibilities as viable for that location. That's it.
09:46AM MR. BRISKE: Thank you, sir.
Mr. George Baughman. Sir, please be sworn in and state your name and address for the record.
(George Baughman sworn.)
09:46AM MR. BAUGHMAN: Well, good morning.
MR. BRISKE: Sir, your name and address for the record.
MR. BAUGHMAN: I'm George Baughman. I live at 13840 River Road, River Colony condos.
09:46AM I will try to keep this brief because most of the talking points have already been covered, but I would like to make some comments on several things.
First off, well, we oppose the rezoning as
09:47AM CGPK adamantly.
The -- I'm sorry, your name.
MR. DYESS: Bill Dyess.
MR. BAUGHMAN: Yes. He keeps bringing up that we shouldn't be concerned about what
09:47AM could be built there because he doesn't feel

like a hotel or restaurant would be consistent blab blab blab. Okay. It doesn't matter. If this CGPK is put into effect, it does open the door for these things. We could have -- and
09:47AM I'll keep it short. We could have a hotel/motel, et cetera, restaurant. We could even have an RV park there. We've already got one of those down near the bridge and we don't want that. We don't need that. That would be
09:47AM very detrimental to this area.
As far as zoning goes, Ms. Harper and Greg brought this up before, if this property were rezoned for anything, it needs to be held to an R-3PK because that takes away the chance
09:48AM for an RV park or hotel park to go in. And I'm quoting from what we pulled up here that CGPK zoning permits construction of a hotel with a density of 25 units per acre. This is a big concern for all of us.
09:48AM I know you said we shouldn't go into the roadway. Well, I'm going to say it anyway. We've got a lot of traffic on that road. It's a narrow two-lane road. It's not a gateway to Perdido Key.
09:48AM Also an issue is sewer and water. We have

very low water pressure now on River Road. I know we're on the third floor of our unit, at certain times of the day we don't get a lot of water. If you start adding 25 units, you
09:49AM know, you're going to put a strain on it.

The sewer system, the same way. I remember years ago when they had all the building going on in the Gulf Shores area, on the Fourth of July the sewers overflowed in
09:49AM the street and it was because of all the building that was going on, the commercial building. This is a real concern to all of us.

We -- most of us moved there because it's
09:49AM a tranquil place to live. It's quiet. And if we would need -- all these commercial things coming in, we don't need them. We can go to Gulf Shores or we can go to Pensacola Beach. We want to keep this a tranquil community.

09:49AM All right. I'm going to keep it brief. I think you did touch on just a minute ago that R-2PK, according to what we pulled up here, the maximum density is 4.5 acres. All right. So we know that that would not work for this
09:50AM property in question.

But I do ask the Board that you do not pass the CGPK because of the things I've just brought up and the other people have brought up before you. Take another look at this and
09:50AM if this gentleman would like to come back and go for an R-3PK, we don't have a problem with that. A nice condominium community put there, you know, high dollar condos, yes, that would help us. It would help us. But here again,
09:50AM you're 12 units per acre. And I think there's approximately seven acres there. Is that what we're looking at?

MR. BRISKE: 2.21 acres.

MS. HIGHTOWER: On his property.

09:51AM MR. BAUGHMAN: On his property. I was thinking, well, you know, taking all of it into consideration.

MR. BRISKE: Mr. Baughman, I'll ask you to wrap up your comments, please.

09:51AM MR. BAUGHMAN: Well, I've pretty much said what I want to say. I think everything has been covered. I just thank the Board for the opportunity to speak. I do think that you and the Board have done a good job in the past and
09:51AM I hope you will continue to do that and really

look at all the pluses and minuses of this situation. Thank you very much.

MR. DYESS: I would like to ask a question.

09:51AM MR. BRISKE: Mr. Dyess, question, cross-examination.

(Cross-examination by Mr. Dyess.)

Q. (By Mr. Dyess) I would like to ask you when you bought the property there at River Colony
09:51AM **weren't you aware that right next door to you all these things that you're saying could be built on my property, if it's rezoned, are already readily available to be built right next door to you, and on the other side, on both sides of your property.**
09:52AM **There's 200 feet to the west and there's 400 feet to the east that are already zoned. Aren't you aware that could be built there when you bought your property?**

A. I was aware of the property to the east of
09:52AM **us. I was aware of that. I was not aware of this property to the west of us. In fact, I've been trying to find out when those inner two pieces of property were zoned the way they were zoned.**

Can anybody tell me? I haven't been able
09:52AM **to find out.**

MR. BRISKE: I think that's something you could get with the County with and they can research and get you an answer for that. I don't know that we have it here today.

09:52AM MR. BAUGHMAN: One other thing. I know that these are two different cases.

MR. BRISKE: Sir, we won't be able to talk about the other case at all. It's completely off limits. We have to stay just with this.

09:52AM MR. BAUGHMAN: Let me ask you this. His piece of property when it was zoned was it not considered to be a transitional zone?

MR. BRISKE: I'm not sure exactly what you mean by that.

09:53AM MR. BAUGHMAN: A transition, a transitional zone.

MR. BRISKE: From the looks of the zoning map there's not really any transition. It's kind of hodgepodge. Every other one appears
09:53AM to be a different zoning.

MR. BAUGHMAN: Well, that's the point I'm trying to make. Okay. Thank you.

MR. DYESS: I have one more question for you.

09:53AM **Q. (By Mr. Dyess) I understand your concern**

about there being a hotel built, a restaurant built and anything else. Has there been a hotel built or a restaurant built since you've been there on the properties that are available for that type of development?

09:53AM

A. Yes. I have lived in this area off and on for 25 years, and, yes, there has been.

Q. I'm talking about the two properties that are contiguous to where you live. I'm sorry. They're already zoned CGPK?

09:53AM

A. No.

MR. DYESS: All right. Thank you.

MR. BAUGHMAN: Thank you.

MR. BRISKE: I would like to just reiterate something. First of all, many of you are suggesting that we adjust the zoning to something that you would prefer. The applicant has asked for and requested the CGPK so that's what we have to consider.

09:53AM

09:54AM

Now, in some cases, if the applicant feels like it's not going to be recommended for approval, he can adjust his application. That's his, you know, responsibility. It's not for us to make that decision. If he wants to go forward with the decision on this one,

09:54AM

then that's what we have to do.

The second thing I wanted to say is that we keep going into this and I know you have concerns about traffic and other issues, but they're really not anything that we can consider so you're kind of just wasting your comments here because they're not what we can consider. It is not something that's handled in this case, in this purview. You have to go to the DRC, which is also a public meeting, and those issues are all addressed there. And that's what Mr. Jones was trying to explain that there's a very very strict process. If this gets approved, that is not the end by any means. It's really just the beginning. He would then have to go through some very very strict standards.

09:54AM

09:54AM

09:55AM

Mr. Tate pointed out that there are very strict standards to develop a property. And all of those things then have to be considered, the parking, the traffic, emergency access, the Coastal High Hazard area, the building area, the pervious, all of those things that you addressed are addressed in another process. Okay. That's why we

09:55AM

don't look site specific in zoning. We only look at these six criterion.

So going forward I would ask you when you come up to speak at the microphone please tell us which criteria you are addressing because that's going to help us narrow down into what your concern is. Mr. Canfield, when he came up, he was very precise. He said Criterion (1), Comprehensive Plan and Land Development Code. He gave examples of it and that gives us something to base on. We can't base our decision on the other things that are being thrown out there. It's just not the way that it works. Okay?

09:55AM

09:56AM

We're going to take about a five-minute break here. When we come been back, Horace, I have a question before we go to our next speaker, so let's go ahead and take a recess for five minutes. Please come back to order at ten o'clock.

09:56AM

(Break taken, after which the proceedings continued.)

MR. BRISKE: I call this meeting back to order. Please find your seat and come to order. All right I call the meeting back to

10:02AM

order and it looks like we have everyone back except Mr. Pyle. I'm not sure if he's left for the day. He's still here, so we'll continue.

Horace, I have a question before we go to our next speaker. Several individuals have brought up something that they've pointed to Criterion (2), Land Development Code issue, speaking about that the code discusses the gateway district. Can we clarify what that definition or what the intent there is with the gateway?

10:02AM

10:02AM

MR. JONES: What is the intent of the CGPK?

MR. BRISKE: In those cases they are address Criterion Number (2) directly, so I wanted to make sure that we all understand what the concern is there.

10:03AM

MR. JONES: We'll read it and see what it says again.

10:03AM

MR. BRISKE: Let the record reflect Mr. Pyle has rejoined the meeting.

MR. JONES: The only reference to that gateway basically is with the intent of that zoning district. Now, we do have other

10:04AM

gateway areas with a little bit more explanation in the urbanized areas, but the only intent for that is what is stated right there on what it means by Perdido Key gateway. 10:04AM It is not as specific as it is in other parts of the areas that we do have designated as gateway in an urbanized area. So that's the only intent of it of what it's supposed to mean, so that is very broad. There are no 10:04AM specifics on what it means by gateway, so I cannot base my decision on that because it's not as specific as it is in the other urbanized areas where we do have a gateway designation.

10:04AM MR. PYLE: Horace, my understanding of what the language of gateway was that it was hopefully to be a gateway to alleviate pressure off of 292 in conjunction with some of the opinions of DPZ at the time, that there 10:05AM would be different arterial roadways to relieve so it's not just a fly-by community.

MR. JONES: You're right, Mr. Pyle. That was part of the discussion that DPZ had offered. We've got to understand this, that 10:05AM reference was made to the DPZ Master Plan.

There were many many discussions on that particular issue. Those were just ideas and concepts. There was nothing basically formalized as being approved by your Board, by 10:05AM the Planning Board, for final approval. There was a lot of discussions on those particular aspects of the master plan that was not presented to your Board for review. Y'all just received the general conceptual idea to 10:06AM make it better, but there's nothing formalized. What we have in place is what we have to basically rely upon as the rule of law.

MR. BRISKE: Are there other areas in the 10:06AM County where you could point to where we have wording like this where the intent and purpose of the district is a gateway, some off the top of your head?

MR. JONES: Yes. Going towards the north 10:06AM end of the County, we have several zoning districts that are called, for example, Gateway Business District. The intent of those districts, it says, specifically in the intent, basically it has a lot of landscaping, 10:06AM a lot of landscaping, with a lot of beautiful

landscaped extra protection for landscaping, with streetscape amenities, row frontage, trees, to help beautify that corridor for that. That's what it means. Even part of the 10:07AM what the Navy -- there are some things, I think, that the Navy is working on right now for their entrance to make it more beautiful with a lot of gateway type ideas and concepts, which is basically landscaping, with probably 10:07AM some beautiful signage to upgrade that corridor. So that's what it means in those other areas.

MR. TATE: Building frontage controls.

MR. JONES: Yes.

10:07AM MR. BRISKE: So in this case with the CGPK we have this wording that kind of addresses it as an entryway. It doesn't really have a prohibition in other land uses.

MR. JONES: Right. John, if you will 10:07AM scroll down a little bit let me catch my mind. If you look at some of the specific requirements as it is, some of the site of building requirements, if it's approved, they get into more of the type of gateway concepts 10:07AM with landscaping. If you come forward a

little bit further, all those different site building requirements, it gets into the concept -- right there -- of landscaping. So those are the things that we will be looking 10:08AM at, xeriscape principles. That's what that means by gateway. Those are the extra amenities that if it's approved for development to come in that they've got to meet. These are the things, those 10:08AM requirements in Chapter 6, you can't deviate from them. They are basically almost set in stone when it comes to those specific requirements if it is approved that they have to meet whatever the development is.

10:08AM MR. BRISKE: So it's your position that staff's Findings-of-Fact does meet the code because of this being kind of a loose interpretation of that gateway district?

MR. JONES: Yes. And with those -- again, 10:08AM with those extra site and building requirements, he would have to meet those things. At this point we don't know because we don't know -- we haven't seen a site plan, but those concepts would definitely have to 10:08AM be -- you're talking about mulch, you're

talking about different trees, different organic types of trees. So those are the things that we would have to meet to meet that gateway definition.

10:09AM MR. BRISKE: Thank you. Any other questions before we go on to the next speaker, Board members?

Arlene Baughman.

UNIDENTIFIED SPEAKER: I want to give my minutes to George.

10:09AM MR. BRISKE: All right. You do realize that you won't be able to speak at the County Commission meeting? Okay.

Mr. Baughman, you can come back and have your wife's three minutes if you would like to.

10:09AM MR. BAUGHMAN: I don't think I need them right now. I think we've brought out all the issues we need to bring out.

10:09AM MR. BRISKE: Dan Henderson. Second call for Mr. Henderson. Okay. Thank you. I didn't know if you had left the room, sir. Good morning. Please be sworn in and state your name and address for the record.

10:10AM (Dan Henderson sworn.)

MR. HENDERSON: Dan Henderson, 14071 Waterview Drive, Perdido Key. I'm not completely affected by this ruling on this, but we've had so many different rulings out on

10:10AM the Key that I'm beginning to wonder who knows what they're doing out there because at one time, if I'm not mistaken, that entire area from the Theo Baars Bridge to the Sunshine Grill, whatever it is down on the end, at one

10:10AM time was all a residential area. And I was trying to remember when they started spot zoning out there for these existing structures. I was just wondering if anybody could tell me that.

10:11AM MR. BRISKE: Mr. Jones, do you know any of the history?

MR. JONES: Based upon what we're looking at, I believe that all those maps are from the original zoning, but we would definitely give

10:11AM you a more definite concrete answer by taking a look at the original mylar. That's all we've got to go back and review.

MR. FISHER: From the GIS maps from 2000 there's been no rezoning cases along that

10:11AM parcel.

MR. BRISKE: From the year 2000?

MR. FISHER: The year 2000.

MR. HENDERSON: Is when they began zoning differently out there than residential in the

10:11AM year 2000?

MR. BRISKE: There has not been any.

MR. HENDERSON: I built in 2000 out there was the reason why I was asking that and why it allowed that. The RV park that is there

10:12AM now was slated for a ten-story condominium and then when the market went flat, then they changed it over and said that they didn't need to have another permit, that one applied to the other and they could build it.

10:12AM MR. JONES: Yes, that's what occurred, yes, sir.

MR. HENDERSON: That's what occurred. I was just trying to find out actually what the MO was going to be out there for the rest of

10:12AM the properties that are there. We're not affected by it, like I say, per se, but at the same time if this is going to be a continuing effort, we're going to spend a lot of time down here because we've got a lot of

10:12AM properties, not only in this area that make

the turn down there at the sharp curve coming to my residence. They've even let a kayak rental agency set up out there with a pod of some sort.

10:13AM I think most residents out there would just like to have a nice clean neighborhood and all and it just seems to me that this is going to be an ongoing battle of various things that are going to be tried to be built

10:13AM out there. And I know from past experiences, I came out here and met with the Board, and they were saying that Semmes Road would never be vacated. That was in our plan out there, the Neighborhood Plan. As it turned out WCI

10:13AM and Mrs. Cross that managed it at the time came to Commissioner Dickson out here and for one dollar they managed to buy that parcel of land that connected Perdido Key with River Road. So I was just wondering if this is

10:14AM going to be the norm for us, that we're going to have to come out and meet with you every time something is built out there.

MR. BRISKE: Well, I'm not sure. Some of the issues that you're talking about are above

10:14AM our pay grade so to speak. Those are more

County Commissioner type issues. What this Board is charged with is addressing the six criterion that are on the board up here. We have to stay very limited to those six criterion because it is a quasi-judicial hearing and there are some strict rules about how we apply what we call substantial and competent evidence to the case. So we're not allowed to consider a lot of those other things. We have to only consider these categories. I know that's frustrating because you want to come and talk about things that are important to you, but they're not necessarily what we can consider.

MR. HENDERSON: Well, basically I was sort of -- because of the restrictions you have on speaking before the commission that you have to speak here, so I just wanted to make myself present.

MR. BRISKE: And on the record you will be allowed to speak at that meeting, as well. Thank you.

MR. HENDERSON: Thank you.

MR. BRISKE: Mr. Dyess, any questions?

MR. DYESS: No, I don't.

MR. BRISKE: Thank you.

Jan Pearce.

UNIDENTIFIED SPEAKER: I gave my minutes to Ms. Clovis.

MR. BRISKE: To Ms. Clovis? Okay. Ms. Clovis, did you wish to come back and use those three minutes?

MS. HARPER: No.

MR. BRISKE: Okay. You do understand you won't be allowed to speak at the County Commission meeting? Okay.

Charles Krupnick. Yes, sir. Come forward and be sworn in, please, sir, and then state your name and address.

(Charles Krupnick sworn.)

CHARLES KRUPNICK: I'm Charles Krupnick. I live at 14500 River Road, Unit 203. That's La Serena so to the extent you were involved in that development, thank you. It's a nice place.

With that said I generally oppose this rezoning effort. It probably falls -- my comments may fall under Criterion (1) and (6) on Comprehensive Plan and the pattern of development. And, again, I'm a full-time

resident. I'm also a member of the Perdido Key Association and one of the board members, so to a large extent I agree with the statement of our president, Mae Dean, that the Association and myself generally oppose this sort of ad hoc rezoning and recognize we already have a very patchwork rezoning effort. But, you know, this ad hoc rezoning, particularly one that results in a very open-ended opportunity for other development, just results in surprise and it's likely to change the character or could potentially change the character of what is, we think, a very wonderful place to live right now.

As the previous speaker mentioned, all of a sudden about six months ago this kayak launch facility appeared on River Road. I haven't tracked down the zoning changes that made that possible, but all of a sudden on a row of residential areas there's this somewhat commercial venture.

So the Perdido Key Association and myself generally favor a more comprehensive look at rezoning such as was proposed a year or two ago with the master plan that has yet to be

approved by the Commission.

I believe that's all I have to say. I wanted to thank again the Board and this opportunity for a very great public forum to express our opinions.

MR. BRISKE: Thank you, sir.

MR. DYESS: I do have a question for him.

MR. BRISKE: Yes, sir.

(Cross-examination by Mr. Dyess.)

Q. (By Mr. Dyess) You stated that you live in La Serena --

A. I do.

Q. -- that condominium on River Road. Can you tell us if there's any other condominiums within a half a mile of you or a quarter mile of you on either side, east or west?

A. Florencia is about a third of a mile away on the beach. And then the other direction, maybe three-quarters of a mile are the condominiums at the marina.

Q. So next to you -- you're in basically a six story condominium, counting the parking underneath?

A. Right.

Q. And next door to you for, let's say, ten

lots in each direction at least a minimum are residential houses, correct?

A. That's correct.

MR. DYESS: Can you bring up the zoning map one more time, please?

Q. (By Mr. Dyess) You had mentioned that this is spot zoned. In your opinion, I mean, bringing this up, my parcel is the yellow one, the R-2PK there.

A. Right.

Q. It looks like it's spot zoned, right, that's what you mentioned?

A. Very ad hoc.

Q. I'm just saying, you mentioned that it was spot zoned, it looks like mine is spot zoned, so if it were zoned correctly, would it be R-2PK or would it be CGPK?

A. I would prefer the others be changed to R-2PK.

MR. DYESS: Exactly. Thank you.

MR. BRISKE: Any other questions? Okay. Thank you.

UNIDENTIFIED SPEAKER: Mr. Chairman, I have a question about being able to speak at the next meeting. You just told Ms. Harper

that she could not speak at the next meeting, but we did speak here. If we did speak here, we can speak at the next meeting?

MR. BRISKE: As long as you've come up to the microphone and spoken you will be allowed to speak there.

UNIDENTIFIED SPEAKER: Even if we decline to use the extra minutes we were given?

MR. BRISKE: The Board of County Commissioners have their own rules about how long they will allow you to speak, so I can't speak for them, but as long as you're on the record here and was sworn in and spoke, you can speak at that meeting.

MR. TATE: I will tell you from experience that when you go to them for that meeting, for the meeting that follows this, somebody will be following your comments and they will restrict you basically to reiterating what you said here. It's because of the nature of this, the quasi-judicial nature of the hearing itself, no new evidence can be given at that meeting. It has to be presented at this meeting. So even though you can speak, it will be, you know, bookended by what you said

here. That's as far as you can go.

COURT REPORTER: Who was that speaker, please?

MR. JONES: Please state your name.

MR. BRISKE: Mr. Baughman, B-A-U-G-H-M-A-N.

MR. BAUGHMAN: George Baughman, 13840 River Road, River Colony condominiums. Thank you.

MS. HIGHTOWER: Mr. Chairman, may I ask a question of Mr. West as to the procedure at the County Commission?

MR. BRISKE: Yes, ma'am.

MS. HIGHTOWER: I believe that there is a new rule in place that allows for at any of our public meetings that people can pool their minutes, so to speak, and I was wondering if the question was if they were given more minutes here to make their comments how would they be able to get those additional minutes if they're being restricted to -- does the County Commission do three minutes?

MR. WEST: It's up to the Board of County Commissioners. I think they limit everybody to three minutes. They're not necessarily

guaranteed the same amount of time that they had here. The substance of their comments here are what they're limited to there.

MR. BRISKE: They also get the verbatim copy of the transcript and everything so they can read everything that was said here, as well.

Richard Leyser; is that correct? Sir, please be sworn in and state your name and address for the record.

(Richard Leyser sworn.)

MR. LEYSER: Richard Leyser, 13840 River Road, Unit 202.

MR. BRISKE: Go ahead, sir.

MR. LEYSER: I'm just here to express my opposition based on Criterion (3) and (6). Pretty much everything has been said much more eloquently than I could say it, so that's all I had to say.

MR. BRISKE: Thank you, sir.

Alan Dennis. I guess you now know that that's the bottom of the pile.

(Alan Dennis sworn.)

MR. DENNIS: My name is Alan Dennis. I live or have a home at 401 Perdido Key Drive.

And thank you for letting me go last, because I was trained sort of as a public relations and taught public relations and as a journalist I like to weigh the facts and I
10:24AM like to try to be as objective as I can be. There's been some really good comments made today. I think it's a tough decision to make because there's some things that were said on both sides that made sense. And being in
10:24AM public relations, part of what I did was teach companies and teach students how to compromise a little bit and try to find a way to get through a situation.

I would object on the environment,
10:24AM Criterion (5), because from what Horace said I wasn't sure that that was completely clarified about how that would affect this project or this zoning.

I also was just doing a quick little
10:25AM survey as we were -- as other folks were speaking and I noticed this property or the adjoining pieces that will be part of this whole parcel, you know, the ad starts out calling all investors and developers. This
10:25AM parcel of land is located on River Road and

goes through it and talks about the price one point eight million dollars a parcel. It's for sale and it's going to be developed and the question is how should it be developed.
10:25AM And I think as a Board you have the ability to say -- to deny the zoning and let the applicant come back with a less, say, PK3, R-3. It's a compromise on his part, but he still gets a nice opportunity to do the
10:25AM development that perhaps he has in mind or whoever buys the property has in mind and the people who live in the adjoining properties or areas that are concerned, they get their piece of the pie, too.
10:26AM So I know having to reapply for another zoning would be laborious and somewhat expensive, but maybe that's the compromise. Maybe you deny it based on some of the things that have been said today, especially some of
10:26AM these criterion that don't appear to be totally met, and give him an opportunity to come back and get what he wants and let the people live nearby get what they want. So, you know, give it some careful consideration.
10:26AM Thank you for your time.

MR. BRISKE: Thank you, sir.
Mr. Dyess.
MR. DYESS: I don't need to ask anything, but I just want to make clear that the
10:26AM property that I have is not for sale, it's not listed for sale and hasn't been listed for sale. He's referring to the other property, the next property. It was listed for sale. And then the properties next to me are listed
10:26AM for sale, but my property is not for sale.
And I don't have any -- I am a developer in the past. This just happened to be my mother-in-law's property. I have no current plans to develop the property, but if I did,
10:27AM it would be within all the ramifications that the County has for development and I would plan on environmentally being -- you know, I'm as much an environmentalist as my friend here. I'll take care of the property. For the
10:27AM record the property is not for sale.
MR. TATE: Mr. Chair, there was one additional lady who I had seen raise her hand before the break. I assume she hadn't signed up and I didn't know if she still had a
10:27AM comment or if you signed up to speak.

MR. BRISKE: That's the last of our speakers.
UNIDENTIFIED SPEAKER: May I come forward?
MR. BRISKE: Yes, ma'am. You will have to
10:27AM compete a speaker request form.
MS. BANTA: I did.
MR. BRISKE: What is your name, please?
MS. BANTA: Linda Banta, the owner of the other property. But I can address some of the
10:28AM things that have come up. May I be allowed to do that?
MR. BRISKE: Yes, ma'am. We'll just get you to fill out one for each case. There's a reason for that, because when we send the
10:28AM package to the commissioners this has to go to them on this case. I know they're on the same road, but they are completely different and they have to get a package on each case.
MS. BANTA: Then I'll wait.
10:28AM MR. BRISKE: If you wish to speak on this issue, you can. We just need you to fill the form out as soon as you're done speaking for this case.
MS. BANTA: I'll be glad to do that.
10:28AM MR. BRISKE: We want to give you a fair

opportunity. I just want to make sure that we get the form and that's more of a formality. So let's get you sworn in and get your testimony and then we'll have you fill the
10:28AM form out.
(Linda Banta sworn.)
MR. BRISKE: Now, your name and address, please.
MS. BANTA: I'm Linda Banta, 13900 River
10:29AM Road, Perdido Key. The question had come up that they did not understand how the checker board occurred. It occurred when either the Planning and Zoning or the County Commissioners, I don't know, but as a resident
10:29AM I was never notified when the properties that were residential changed to CGPK; no notification by mail, no phone call, nothing. I found out from a neighbor who had gone to a commissioners meeting. She came home and told
10:29AM me that we were now CGPK. I called the next day and asked if that would affect my taxes or how would that affect me. She said did I object to being commercial? And I said, yes. Because I want to know how that's going to
10:29AM affect my taxes. That's the only question

that I had.
Three of us, the owners of property that Mr. Dyess now owns and two others objected. By phone they changed us from CGPK back to
10:30AM residential. At that time I asked should we in the future want to go back to CGPK, will we be allowed to? The lady that I spoke to said yes, you may, and it will cost you about $30 at that time.
10:30AM MR. TATE: You know, I mean, from your perspective, '96.
MS. BANTA: It was between 2000 and 2005 and had I known this would come up, I have the letters in my file. I wrote to Mr. Dickson
10:30AM and told him how I felt about the situation. But everything was done by phone, nothing by mail, no notification whatsoever. We were changed to CGPK. I objected and that's why I'm zoned R-2PK at this moment.
10:31AM MR. TATE: Mr. Jones, you actually -- you were doing phone calls.
(Laughter.)
MR. TATE: The Perdido Key Neighborhood Plan 2002, 2003, were there zoning changes as
10:31AM part of that?

MR. JONES: It's very very general, very very generic. Based upon my understanding of the original Perdido Key Master Plan, on his question, there was no zoning changes involved
10:31AM at that time for that particular Perdido Key Master Plan. It was all transportation, a lot of roadwork, sidewalks on the Perdido Key Master Plan, the original Perdido Key Master Plan.
10:32AM MR. TATE: We did that review 2002, 2003 and maybe some of you that were with the Association remember way back when and that was -- I mean, really some of the issues then weren't anything about zoning. It was what we
10:32AM were going to do on the ground with what was already there, roads, that type of thing. But nothing has happened between then and now other than -- I mean there's things that have happened but there's been no major --
10:32AM MR. JONES: No major other changes.
MR. TATE: -- legislative changes. We're just trying to get a grasp on even our own involvement and history with the entire area.
MS. BANTA: Prior to the phone call the
10:32AM four neighbors met. That included my property

to the east and Mr. Dyess's property to the west. We met. The two properties in the middle, 13908, and I don't know what their address of the next one is, but the two
10:33AM properties in the center are now CGPK and that is when it occurred. They chose not to go with us and remain residential.
MR. DYESS: Could I add something to this? I don't have the facts, but let me add
10:33AM something to it. If you can pull up the map again, just to kind of help what she's saying here, the two -- my lot and the lot to the east were originally one lot. They subdivided that lot and then her lot and the one to the
10:33AM west was originally one lot, so they normally would have been together like this and they subdivided them into four and then split the zoning. I don't know when the zoning was done. I heard what she said. I don't have
10:33AM any facts to allude to that. But at one time they were one lot, you know, just to show you how it was kind of piecemeal done whenever they rezoned it like that.
MS. BANTA: And we have been trying to
10:33AM reach the property owner next door to me who

is now CGPK. At one time half of his property, the front half on the roadside, was zoned commercial. I'm not sure if he has changed it back, but he had one-half of that property zoned commercial because he had planned to put a little shop out there.

MR. BRISKE: Drew, do you have something to say? Come to the microphone and state your name and position, please.

(Testimony by Drew Holmer, previously sworn.)

MR. HOLMER: Andrew Holmer, Senior Planner Escambia County. When this one came up we checked back on our records in our GIS system. Starting in 2006, when I got here, I started going back and pulling all the rezoning cases all the way back to 2000 when we had relatively good records from 2000 forward. The only case in this entire area was the one that Mr. Fisher referred to in 2005 that was tabled.

We go and we check our official zoning maps, which are the mylars. On the mylars there's no zoning changes going back to the original zoning. These were the original

zoning categories in that area.

I understand it was somewhat piece meal at the time it was done, but just bear in mind if someone has a house that doesn't necessarily mean that -- you know, they may have a residential use. That doesn't necessarily mean the zoning is residential.

MR. TATE: What she's describing though is no different than what we've heard testimony of throughout the County in other areas where -- I mean, I'm not surprised by the testimony. It's evident outside of Perdido.

MR. JONES: We know that it happened. Absolutely. In the urbanized area of Escambia County, not just on Perdido Key, it happened, and we are definitely trying to make it better with the issue we will be discussing later on. We're trying to make it better. We know that it happened and we regret that it happened, but it predated us. It predated us, for the record.

MS. BANTA: I appreciate that, but still it brings up the issue that there are two lots, two properties that are now zoned CGPK. Mine is still residential and I was told that

any time I wanted to go back, just call.

MR. BRISKE: I think you'll find that it won't be that easy this time.

MS. BANTA: I certainly appreciate that, but I think this matter should be settled -- well, I can state my case when it's my turn.

MR. BRISKE: Thank you.

MR. PYLE: Mr. Chairman, just briefly. As the representative for that area, I agree. I think most of the opposition has to do with usage. I, for disclosure, in 2004 came back home to work for a developer because I felt strongly they were a very responsible developer, WCI. I was sold.

To that end shortly after starting with them, a year or two, maybe 2005, 2006, knowing the history having worked here back in the nineties of the boom and the bust of Perdido Key I asked a gentleman by the name of Robert Davis to come speak to a group that my wife and I put together, Envision Perdido, to as many people who wanted to come. Mr. Davis developed Seaside and I said, look, I would like for you to share with us. Perdido Key is a gem. How do we protect it and how do we go

forward? He shook his head and he said, well, you've got some issues. We went through a long process.

He introduced me to a gentleman by the name of Senen Antonio who works for DPZ. I talked to him and said, Seaside is easy. You had a blank plate of sand. They thought you were crazy. You developed it. Now you're a genius. What you do now because the new movement is towards urban redevelopment or planning in existing spaces. That's our problem.

Hence I came up with an idea about an overlay district. The commissioner at the time who I was appointed to be on the west end committee, squashed it. And man, I argued with him about it.

Well, it came back up, as the speaker before spoke, and I was so excited because I thought for sure this would come through. It may. Who knows.

It's irrelevant to the gentleman who owns this property now. But I think that the opposition should be focused on having that approved because it does directly affect the

usage. Every bit of opposition is the usage and it's difficult for a board to tell a person, a man or a woman, for their property you can or you can't do that because we don't
10:38AM want to see X in place.
As an example, I was asked to speak at the President's Board after there was a gaming rumor about a casino coming out to the Key and I stood up and I said you may not like what I
10:38AM have to say. I asked the people, the president of all the condominiums in that area, to close their eyes and envision what they thought Perdido is going to be and tell me what it is. Nothing. I said, now, that's
10:38AM the problem. If I own this piece of property next to you who's to tell me that I can't have a go-kart, tattoo piercing parlor because that's my life's dream? And I said the problem is the usage and what we do.
10:39AM So that was one of the beginning points of an overlay. Again, it all has to do with usage. I don't want to see something bad there. Nobody here does. I don't think the gentleman who owns the property wants to see
10:39AM something bad there. He would be run out on a

rail. We've legislated Perdido by a pitchfork and fire print for a long time.
And again, it's hard to tell the folks that own this property that they can't do it
10:39AM as a board because we don't want to see what the usage is. I think we have to address that in another format, which is an overlay or the charrette process that you guys went through.
So I just wanted to get that out there,
10:39AM that I think we're kind of focusing energy on the wrong folks and, again, we've always worked -- from WCI perspective with PKA, we thought we hated each other until we met each other. And I think a lot of the developers
10:40AM have worked well with them and as a result PKA has a plan that set and collected dust for years that was a brilliant plan and now the County to their credit has really embraced it and gone to extreme measures to change, I mean
10:40AM extreme measures, to change the current code and I think we're on a good path.
But for years to come we're going to see this and shake our head and say this was spot zoning. It was. And it's not Horace's fault
10:40AM or anybody up here, but again I think it's

relevant that the opposition has to do with the usage, not necessarily the criteria, even though they've addressed certain areas of the criteria in a broad manner and could be deemed
10:40AM that way, but I think when you get to the root of it it's about the usage.
So I don't want to see something bad out there, but I don't think that the developer of that whether he groups with the next three
10:40AM people over is going to do real well with an amusement park or a hotel. But again, the folks in opposition don't want that opportunity to ever even arise. But again I think this is the wrong forum to address it.
10:41AM It is more about the usage. I could be wrong. I may talk to Doug Underhill for having me here.
MR. TATE: That was well spoken.
MR. BRISKE: And one of the things I
10:41AM wanted to say about what the Planning Board does here, as you can tell the people that are on this board are very knowledgeable. Many of us have been on here a long time and have been in either some kind of property capacity or
10:41AM something. This board tends to look at a lot

the technical issues. The commissioners tend look at the citizens' concerns and things like that.
So what we do when we make a
10:41AM recommendation we're making a recommendation on the technical aspects of it: Does it meet these criteria that we're tasked with. If it meets those criteria there's really no reason that we are allowed to deny it because that
10:42AM would give the applicant a claim against us for denying it for an unjust reason. So you really have two different issues.
The commissioners get the final say in this. They're elected by all of us. We put
10:42AM our faith in them when we elect them, so they have a different role in this than the Planning Board does. I just want to remind everybody of that.
You know, we get a lot of emotional
10:42AM testimony from time to time and quite honestly we feel sorry for some people when things are happening, but that's not what we're tasked with doing. We're a technical board. We look at these criterion. So, you know, sometimes
10:42AM you might not like the recommendation that we

make, but we have to do it based on those criterion. That's what the local planning agent, the LPA, is given.

A lot of these issues that you've brought the up are very real. I've been on the Planning Board now, I think this is year 12 or 13, so I've seen a lot of these first hand. And a lot of these things were created by people who weren't as responsible in the past. You know, being able to call up and dictate what your zoning was in the past to say, yeah, well, I would like my parcel to be commercial or this, we know it's happened and you can just imagine the nightmare that it's created for staff and this Board to try to unravel all of that. That's why we're constantly working on it. Our subsequent meeting here today will be a rewrite of the entire Land Development Code to try to fix as many of these problems as we can, because we're fixing the evils of the past so to speak.

But the commissioners need to hear from you. They are our elected officials. That's how this is supposed to work. If you have concerns that address some of these things, I

know there's concerns about gaming arcades and casinos and things like that that's come up before. Those are things as Mr. Pyle was stating there can be restrictions put in place to limit those type of uses in areas. I mean, that's a legislative thing that the commissioners can ask that be directed down through us.

So just keep all of that in mind when we're going forward. You're really dealing with kind of apples and oranges when you deal with a recommendation from us. We're basically telling the commissioners technically this is where we stand on it: Does it meet the code? Does it meet the Comprehensive Plan? Does it meet these things technically? And then we try to leave all the emotion out of it and that's why we don't even want to know what the project is. We're not allowed to know what it is, because, you know, someone may be in favor of or opposed to a certain development, we don't know. It can be anything that could go into that zoning category. Okay.

So I just want to get that out there so

that everybody understands, but I know that this is an emotional issue and all of you have invested large amounts of money in your property and, you know, it's your home and you want to protect it, so I appreciate that. I live in Escambia County, too, and I'm another citizen just like you.

So with that I'm going to call if there's anyone else who has not already spoken that wishes to speak we'll give one last chance for public comment before we turn it back over for final closing arguments. Anyone who has not spoken who wishes to speak on this case 2015-01? All right. Hearing none, we will hereby close the public comment portion and not accept anymore comments from the general public.

Mr. Dyess, do you have a closing presentation for us?

MR. DYESS: I do.

(Closing comments by Mr. Dyess.)

MR. DYESS: I would like to thank you guys for being here and hearing all of this. I know you guys are probably experienced and you can see what's important and what isn't

important.

I thank all the people that came and talked. I think everybody had a good point. I understand their concerns. I have the same concerns where I'm living. I have part of this.

I just want to quickly, particularly what you said, I took that to heart and the lady that was in charge -- the lady in the back. I couldn't remember her name. Mae? She brought up one thing I wanted to address because I talked to Horace about it. There is a future plan for the County. If this was zoned CGPK -- if you could bring that map up again -- whatever is going to happen to the properties next door within that future plan is going to happen to my property also. So it's not like mine is going to remain CGPK. It's going to be converted and it's going to be more harmonious with the other properties within that plan; is that correct?

MR. BRISKE: Are you addressing the Future Land Use?

MR. DYESS: Exactly. You know, we don't know if it's going to happen this month or

next month or ten years from now, but to address her concerns, if it's changed to CGPK that's already addressed within that future plan so we know it's going to be converted
10:47AM over, so I was just trying to address that.
Also if I look at the properties that are up there as it currently stands eight out of the 12 properties from Sailmaker's Place all the way down to Banana Bay are already CGPK.
10:47AM And then we have two of those four remaining properties that want to be zoned CGPK. So there's only two properties remaining that would be the R-2PK.
I would argue to you that the real proper
10:47AM zoning for all of that based on my development experience is CGPK, that even their condominium should have been zoned CGPK. It's their issue with us. It's not our issue with them.
10:48AM In other words, if that property would have been developed properly to its maximum, which most properties are, then we wouldn't be standing here with these people upset at us. They're the odd property, not ours. Can you
10:48AM see that? In other words, when all this is

CGPK, which is the highest and best use for the property, they're going to be sitting there with an R-2PK. And what's going to happen, I've seen it happen over and over
10:48AM again, is ten years from now, five years from now, they're going to come back in here and they might not sell their property but a relative is going to sell their property and a developer is going to pick it up and they're
10:48AM going to turn it into 45 condominium units because that's what it's zoned for if it's changed to CGPK. I just wanted to throw that out there because in the future that's what happened a lot of the times.
10:48AM We're trying to do what's best for our property with the property that's around it is zoned currently and I think it's just common sense looking at my property, as well as the other property there. And I just feel like if
10:48AM you take a realistic look from Banana Bay, all the way down to the ten-story that's already built there, Sailmaker's Place, that should have been zoned CGPK to start with and we wouldn't have this issue.
10:49AM Now, we're trying to move in the right

direction, the highest and best use for the property, which is CGPK. I understand that they're caught in a smaller portion there, but there was plenty of property around them
10:49AM already zoned CGPK when they purchased that condominium when it was developed.
That's all I have to say. Thanks for listening to me.
MR. BRISKE: Thank you, Mr. Dyess.
10:49AM Any questions for Mr. Dyess? Any question for the staff? Okay. The Chair will entertain a motion or discussion on the issue.
MR. WINGATE: Mr. Chair.
MR. BRISKE: Mr. Wingate.
10:49AM MR. WINGATE: Are you ready for a motion?
MR. BRISKE: Would you please speak into the microphone. Get your microphone, Mr. Wingate. Yes, sir, we'll entertain a motion.
10:49AM (Motion by Mr. Wingate.)
MR. WINGATE: If you're ready for a motion, I would move the motion that Case Z-2015-01 be recommended to the Board of County Commission staff's recommendation of
10:50AM one through six.

MR. BRISKE: Recommendation for approval?
MR. WINGATE: For approval.
MR. BRISKE: Do we have a second?
MS. DAVIS: Second.
10:50AM MR. BRISKE: Second. Further discussion? All those in favor, say aye.
(Board members vote.)
MR. BRISKE: Opposed.
(None.)
10:50AM MR. BRISKE: The motion carries unanimously.
(The motion passed unanimously.)
(Conclusion of Case Z-2015-01. The transcript continues on Page 117.)
* * *

Planning Board-Rezoning **5. A.**

Meeting Date:	01/06/2015
CASE :	Z-2015-01
APPLICANT:	William Dyess, Agent for Helen P. Scarbrough, Owner
ADDRESS:	13922 River Road
PROPERTY REF. NO.:	14-3S-32-1001-000-130
FUTURE LAND USE:	MU-PK, Mixed-Use Perdido Key
DISTRICT:	2
OVERLAY DISTRICT:	N/A
BCC MEETING DATE:	02/05/2015

SUBMISSION DATA:
REQUESTED REZONING:

FROM: R-2PK, Residential District (Perdido Key), Medium Density (4.5 du/acre)

TO: CGPK, (Perdido Key) Commercial Gateway District, High Density (12.5 du/acre)

RELEVANT AUTHORITY:

(1) Escambia County Comprehensive Plan
(2) Escambia County Land Development Code
(3) Board of County Commissioners of Brevard County v. Snyder, 627 So. 2d 469 (Fla. 1993)
(4) Resolution 96-34 (Quasi-judicial Proceedings)
(5) Resolution 96-13 (Ex-parte Communications)

CRITERION (1)

Consistent with the Comprehensive Plan.
Whether the proposed amendment is consistent with the Comprehensive Plan.

Comprehensive Plan (CPP) FLU 1.1.1 Development Consistency. New development and redevelopment in unincorporated Escambia County shall be consistent with the Escambia County Comprehensive Plan and the Future Land Use Map (FLUM).

CPP FLU 1.3.1 Future Land Use Categories. The Mixed-Use Perdido Key (MU-PK) category is intended for a complimentary mix of residential, commercial and tourism (resort) related uses which provides for single family and multi-family residential; condominiums, hotels/motels, commercial, active and passive recreational facilities, plazas and other civic uses; public and quasi-public facilities (including government facilities, public utilities, religious facilities and organizations). The uses allowed in the commercial district include a full range of commercial enterprise activities and are contingent upon conformity of such uses with all requirements of this Plan and the Perdido Key zoning regulations, thereby assuring that such commercial development is undertaken in an environmentally sensitive manner. When using density transfers, densities may not be transferred to parcels south of Perdido Key Drive. The maximum residential density is 25 dwelling units per acre, maximum intensity is 6.0 Floor Area Ratio (FAR). Residential development in the MU-PK FLUM category shall be limited to 7,150 dwelling units and 1,000 lodging units.

CPP FLU 1.5.3 New Development and Redevelopment in Built Areas. To promote the efficient use of existing public roads, utilities and service infrastructure, the County will encourage redevelopment in underutilized properties to maximize development densities and intensities located in the Mixed Use-Suburban, Mixed Use-Urban, Commercial and Industrial Future Land Use districts categories (with the exception of residential development).

FINDINGS

The proposed amendment to CGPK **is consistent** with the intent and purpose of Future Land Use category MU-PK, as stated in CPP FLU 1.3.1. The proposed amendment is consistent with the intent of CPP 1.5.3. as it does promote the efficient use of the existing roads and the established utilities and infrastructure. Mixed-Use Perdido Key allows for residential and non-residential uses with a maximum density of 25 dwelling units per acre. The CGPK Future Land Use category allows residential rezoning to districts with higher residential densities.

CRITERION (2)

Consistent with The Land Development Code.

Whether the proposed amendment is in conflict with any portion of this Code, and is consistent with the stated purpose and intent of this Code.

6.05.08. R-2PK Residential District (Perdido Key), Medium Density. A. Intent and purpose of district. This district is intended to be a medium population density residential area that recognizes the desirability of maintaining open space. The maximum density is 4.5 dwelling units per acre. Refer to the Escambia County Comprehensive Plan and latest amendments, specifically Policy FLU 1.3.1, regarding dwelling and lodging unit caps on Perdido Key. Refer to article 11 for

uses, heights and densities allowed in CCPK areas located in the Airport/Airfield Environs.

6.05.15.02. CGPK (Perdido Key) Commercial Gateway District. A. Intent and purpose of district. This district is intended to provide gateways (entryways) into Perdido Key, providing an identity for Perdido Key as a visually attractive, family style, resort community. The district is characterized by resort-related commercial uses, including hotels and motels, as well as high density residential development. The maximum density is 12.5 dwelling units per acre. Refer to the Escambia, County Comprehensive Plan and latest amendments, specifically Policy FLU 1.3.1, regarding dwelling and lodging unit caps on Perdido Key. Refer to article 11 for uses, heights and densities allowed in CCPK areas located in the Airport/Airfield Environs.

FINDINGS

The proposed amendment **is consistent** with the intent and purpose of the Land Development Code. The parcel is located between two abutting parcels, one to the east and the other to the west, zoned CGPK which will make a more smooth transition along River Road if this amendment is approved.

CRITERION (3)

Compatible with Surrounding Uses.

Whether and the extent to which the proposed amendment is compatible with existing and proposed uses in the area of the subject property(s).

FINDINGS

The proposed amendment **is compatible** with surrounding existing uses in the area. Within the 500' radius impact area, staff observed properties with zoning districts R-2PK, CGPK, R-3 and PRPK. Some of the nearby uses are Sailmaker's Place Condominium and 18 single family homes located.

CRITERION (4)

Changed conditions.

Whether and the extent to which there are any changed conditions that impact the amendment or property(s).

FINDINGS

Staff found **no changed** conditions that would impact the amendment or property(s). The subject property had applied for a rezoning case for June 27, 2005, case number Z-2005-22 but the agent tabled the case and never came back for a rezoning hearing. Staff had no recommendation at that time.

CRITERION (5)

Effect on natural environment.
Whether and the extent to which the proposed amendment would result in significant adverse impacts on the natural environment.

FINDINGS

According to the National Wetland Inventory, wetlands and hydric soils **were not** indicated on the subject property. Environmental management saw no adverse impacts that would affect the property in this rezoning amendment. When applicable, further review during the Site Plan Review process will be necessary to determine if there would be any significant adverse impact on the natural environment.

CRITERION (6)

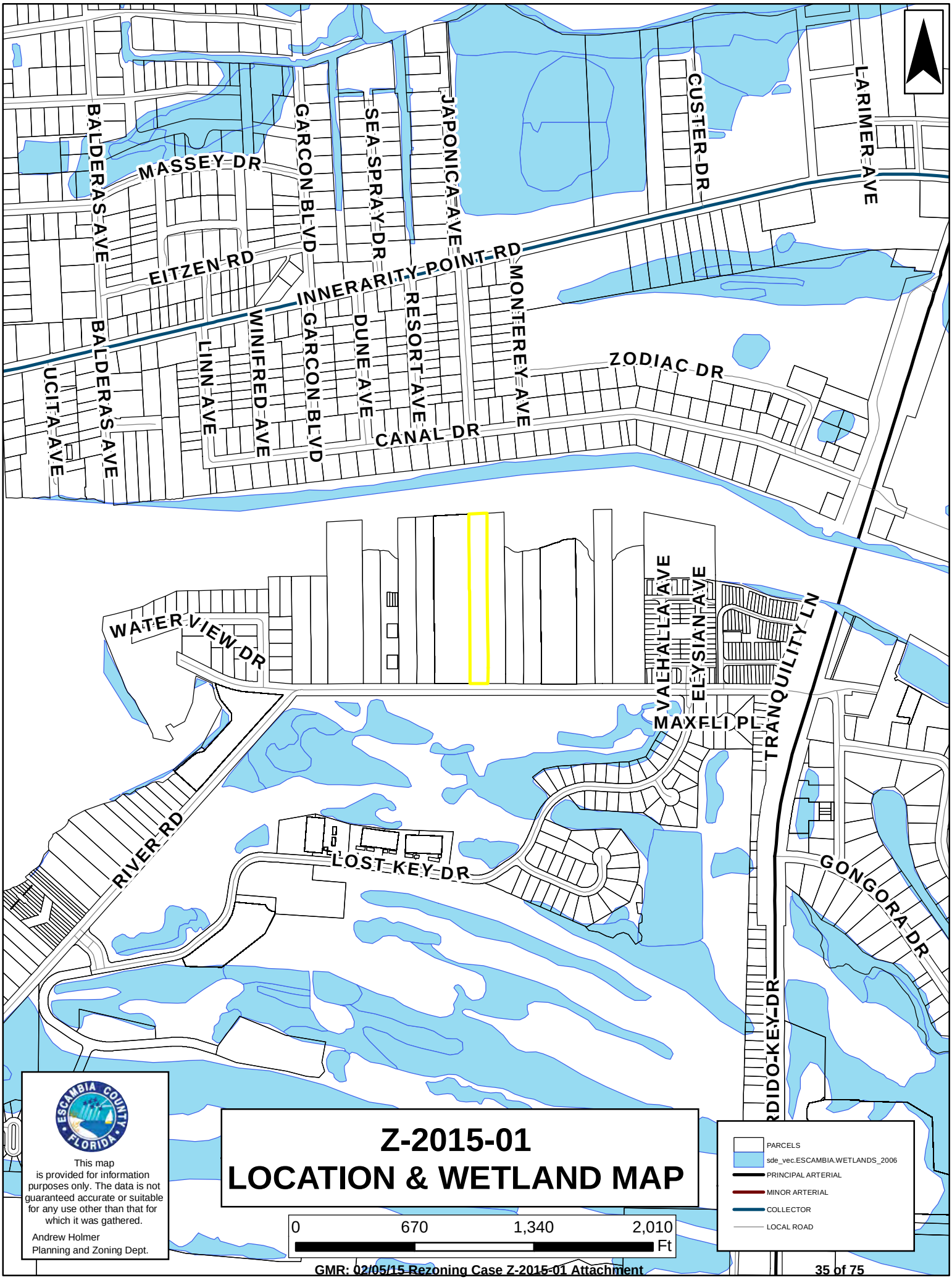
Development patterns.
Whether and the extent to which the proposed amendment would result in a logical and orderly development pattern.

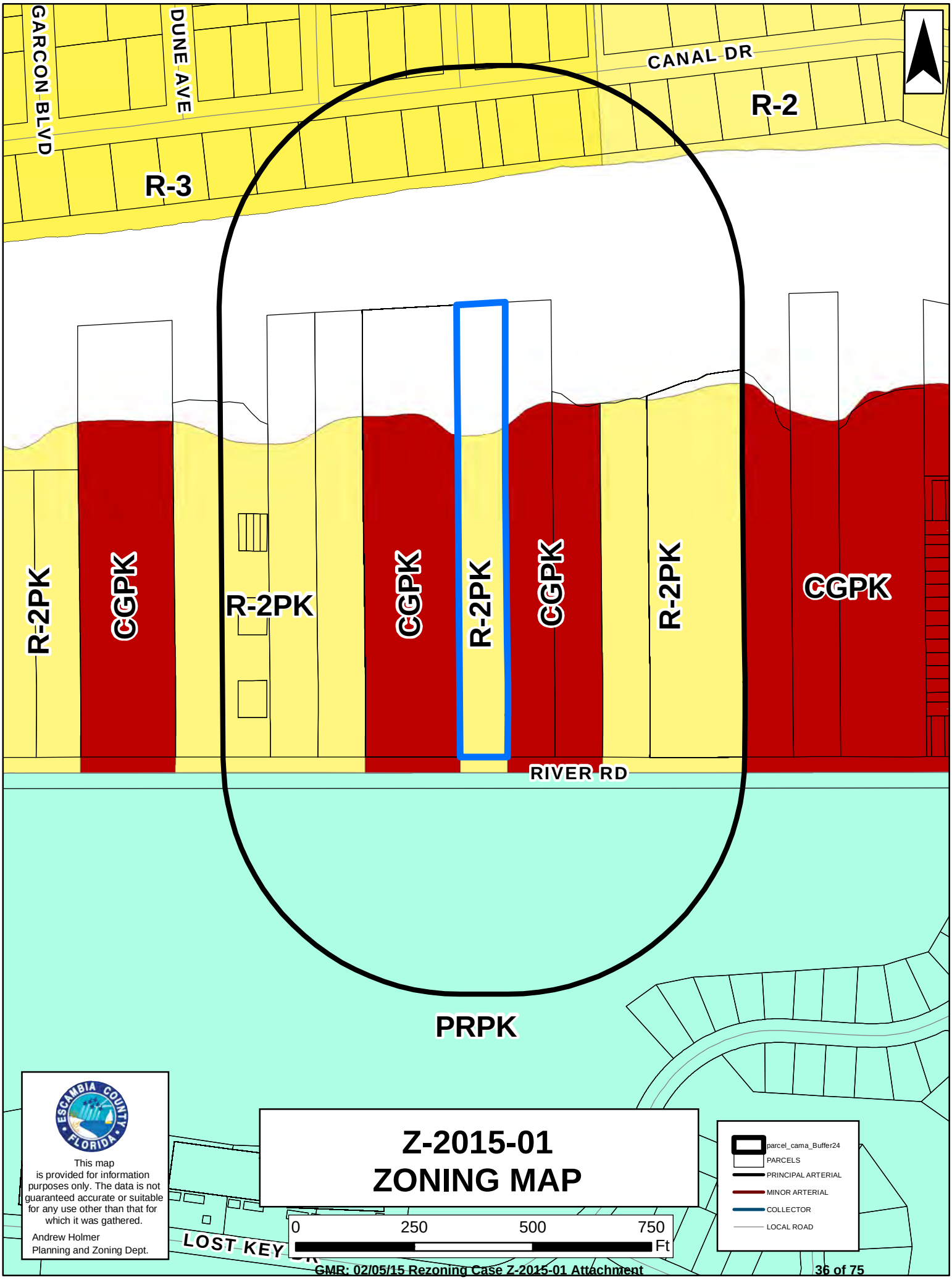
FINDINGS

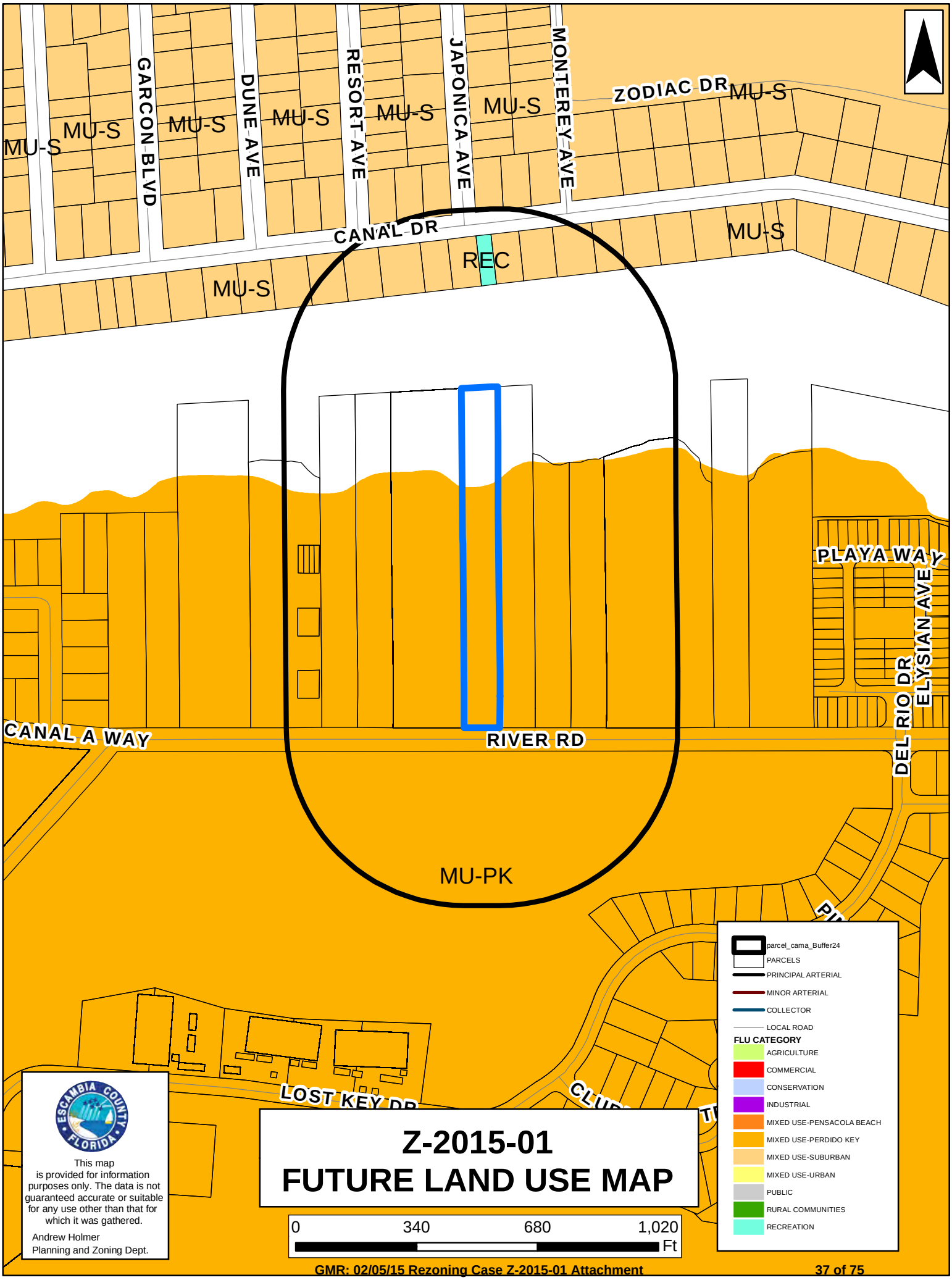
The proposed amendment **would result** in a logical and orderly development pattern because the adjoining parcels are already zoned CGPK. The zoning change would alleviate a single R-2PK less intense zoned parcel that is adjoined by existing CGPK zoned parcels to the east and west to make a more seamless and better transition for the zoned properties along River Road.

Attachments

Z-2015-01


BALDERAS AVE
MASSEY DR
GARCON BLVD
SEA SPRAY DR
JAPONICA AVE
CUSTER DR
LARIMER AVE
EITZEN RD
INNERARITY POINT RD
MONTEREY AVE
RESORT AVE
DUNE AVE
WINIFRED AVE
LINN AVE
UCITA AVE
ZODIAC DR
CANAL DR
WATER VIEW DR
VALHALLA AVE
ELYSIAN AVE
TRANQUILITY LN
MAXFLI PL
RIVER RD
LOST KEY DR
GONGORA DR
RDIDO KEY DR
Z-2015-01
LOCATION & WETLAND MAP
PARCELS
sde_vec.ESCAMBIA.WETLANDS_2006
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
0
670
1,340
2,010
Ft
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.

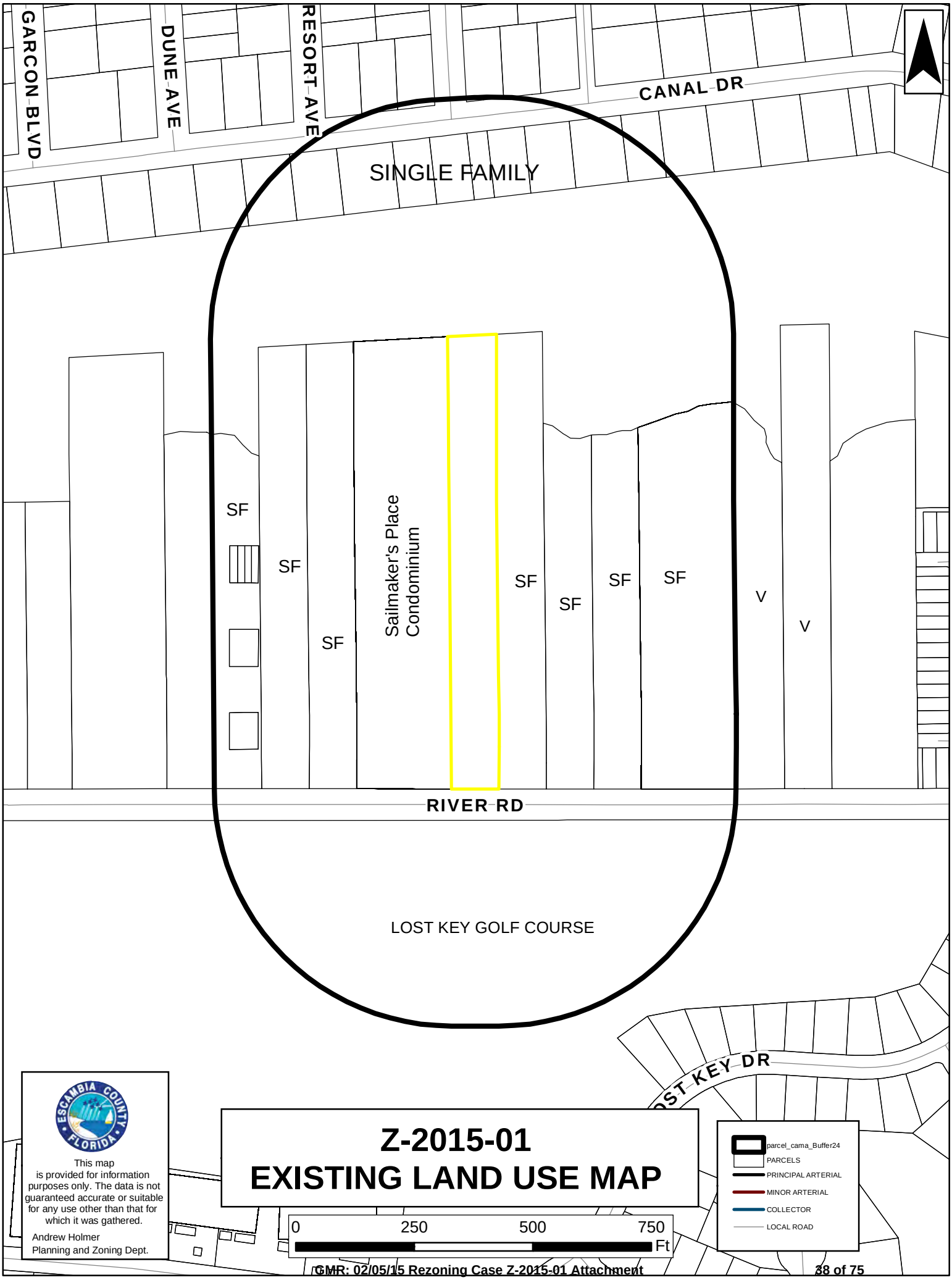

GARCON BLVD
DUNE AVE
CANAL DR
R-3
R-2
R-2PK
CGPK
R-2PK
CGPK
R-2PK
CGPK
R-2PK
CGPK
RIVER RD
PRPK
LOST KEY DR
Z-2015-01
ZONING MAP
0
250
500
750
Ft
parcel_cama_Buffer24
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
This map
is provided for information
purposes only. The data is not
guaranteed accurate or suitable
for any use other than that for
which it was gathered.
Andrew Holmer
Planning and Zoning Dept.

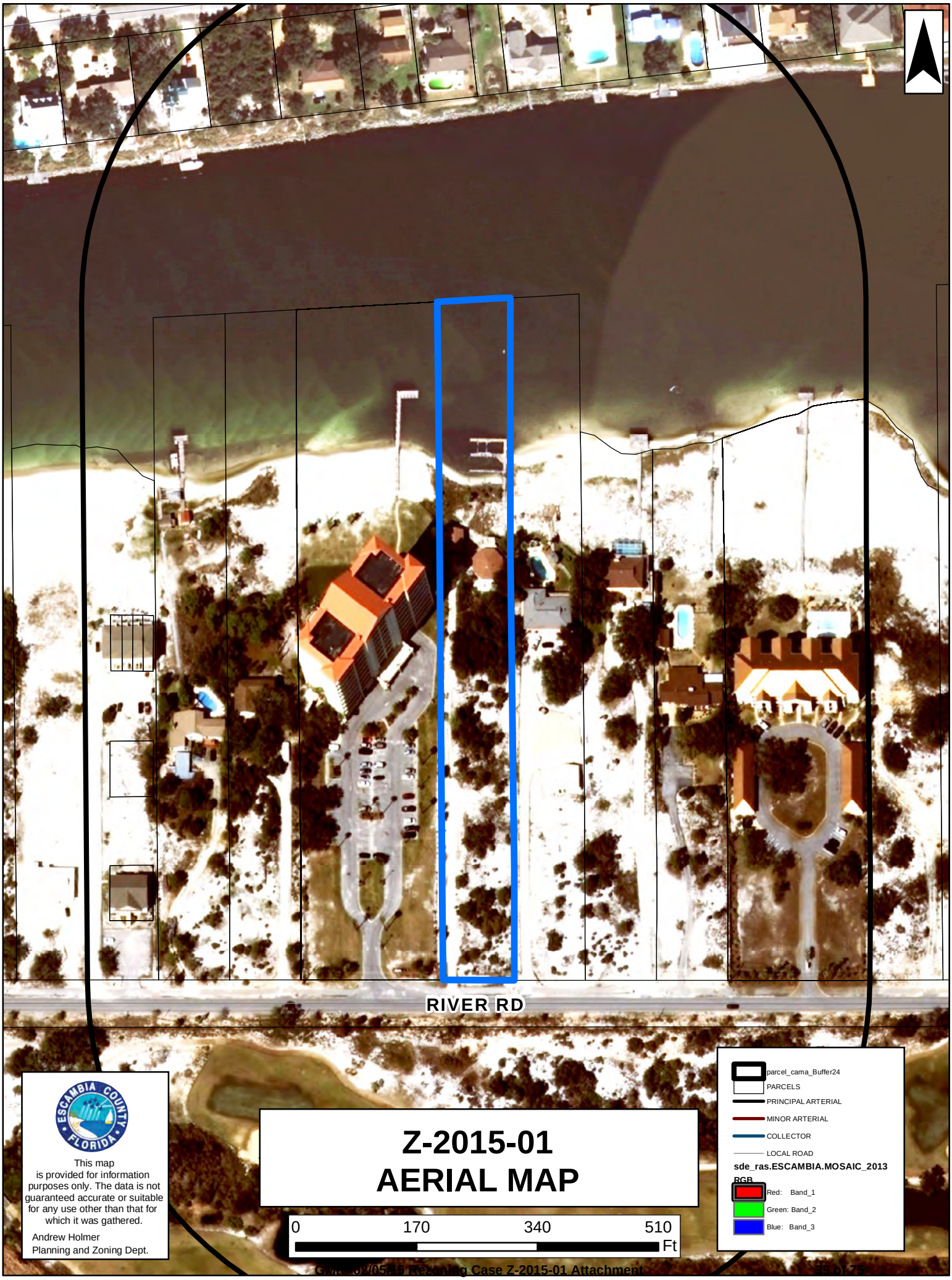


Z-2015-01
FUTURE LAND USE MAP

This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.


GARCON BLVD
DUNE AVE
RESORT AVE
CANAL DR
SINGLE FAMILY
SF
SF
SF
Sailmaker's Place
Condominium
SF
SF
SF
SF
V
V
RIVER RD
LOST KEY GOLF COURSE
LOST KEY DR
ESCAMBIA COUNTY FLORIDA
This map
is provided for information
purposes only. The data is not
guaranteed accurate or suitable
for any use other than that for
which it was gathered.
Andrew Holmer
Planning and Zoning Dept.
Z-2015-01
EXISTING LAND USE MAP
0
250
500
750
Ft
parcel_cama_Buffer24
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD



Z-2015-01
AERIAL MAP

This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.



Public Hearing Sign


NOTICE OF
PUBLIC HEARING
REZONING
CASE NO.: Z-2015-01
CURRENT ZONING: R-2PK
PROPOSED ZONING: CGPK
PLANNING BOARD
DATE: 01/06/15 TIME: 8:30 AM
LOCATION OF HEARING
ESCAMBIA COUNTY CENTRAL OFFICE COMPLEX
3363 WEST PARK PLACE
ROOM 104 BOARD MEETING ROOM
BOARD OF COUNTY COMMISIONERS
DATE: 02/05/15 TIME: 5:01 PM
LOCATION OF HEARING
ESCAMBIA COUNTY GOVERNMENT CENTER
221 PALAFOX PLACE
1ST FLOOR BOARD MEETING ROOM
FOR MORE INFORMATION ABOUT THIS CASE PLEASE CALL
DEVELOPMENT SERVICES AT 595-3475 OR VISIT
WWW.MYESCAMBIA.COM
PLEASE DO NOT REMOVE THIS SIGN
PROPERTY OF ESCAMBIA COUNTY



Looking West along River Road



Looking North On To The Subject Property



Looking Northeast along River Road



Looking East along River Road



Looking Southeast along River Road



Looking Southwest along River Road

Helen P. Scarbrough
8664 Rosement Drive
Pensacola, FL 32514

December 2, 2014

Development Services Department of Escambia County, Florida
3363 W Park Place
Pensacola, FL 32505

Attention Members of the Board of Adjustments:

In concurrence with the requirements set forth by the Escambia County, Florida, Development Services, I respectfully submit this letter requesting that my property located at 13922 River Road, Pensacola, Florida 32507, be rezoned from R-2PK to CGPK.

After reviewing the current Escambia County Comprehensive Plan, it is my opinion that this rezoning is consistent with the overall scope and plan to provide orderly growth management for the county.

After reviewing the current Escambia County Land Development Code, it is my opinion that this rezoning is consistent with the code and its intended purpose to provide orderly growth management rules and regulations for development within the county.

This rezoning would make the property compatible with surrounding uses and zoning. Both properties along the north side of River Road adjacent to my property to the east and west are currently zoned CGPK.

Sailmaker's Place, a 10-story condominium, has been constructed within recent years directly adjacent to my property on the west. The property directly adjacent to the east has the same CGPK zoning that would allow for the construction of another condo of similar scope leaving my 100' wide property squeezed between two tall towers. With the improving real estate market, conditions for condo development are quickly becoming more viable making this scenario a real possibility.

The rezoning of the property will not adversely impact the natural environment in any additional significant manner. Any future use and development of the property would be within the code and restrictions set for by Escambia County and would be strictly followed to avoid any additional adverse impact on the natural environment.

Rezoning the property would make it consistent with all adjacent properties and provide a more stable blueprint for future development in relation to the surrounding area.

I appreciate your attention to this matter and respectfully submit this request along with other materials and documents necessary to support my rezoning application.

Sincerely,

Helen P. Scarbrough

Helen P. Scarbrough

STATE OF Florida COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 2nd day of Dec 2014.

Personally Known __ OR Produced Identification __.

Type of Identification Produced: FL DL S616-395-39-902-0

H Williams R Williams

Signature of Notary Printed Name of Notary

NOTARY PUBLIC STATE OF FLORIDA
R. WILLIAMS
MY COMMISSION # FF072607
EXPIRES: December 20, 2017

Development Services Department
Escambia County, Florida

APPLICATION

Please check application type:

☐ Administrative Appeal
☐ Development Order Extension
☐ Conditional Use Request for: _____
☐ Variance Request for: _____
☒ Rezoning Request from: RDPK to: CGPK

Name & address of current owner(s) as shown on public records of Escambia County, FL

Owner(s) Name: Helen P. Scarbrough Phone: 850-494-0147

Address: 8664 Rosemont Dr Pensacola, FL 32514 Email: Ascarb123@Cox.Net

☒ Check here if the property owner(s) is authorizing an agent as the applicant and complete the Affidavit of Owner and Limited Power of Attorney form attached herein.

Property Address: 13922 River Road, Pensacola, FL 32507

Property Reference Number(s)/Legal Description: 14-3S-32-1001-000-130

By my signature, I hereby certify that:

1) I am duly qualified as owner(s) or authorized agent to make such application, this application is of my own choosing, and staff has explained all procedures relating to this request; and
2) All information given is accurate to the best of my knowledge and belief, and I understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application; and
3) I understand that there are no guarantees as to the outcome of this request, and that the application fee is non-refundable; and
4) I authorize County staff to enter upon the property referenced herein at any reasonable time for purposes of site inspection and authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County staff; and
5) I am aware that Public Hearing notices (legal ad and/or postcards) for the request shall be provided by the Development Services Bureau.

Signature of Owner/Agent	Printed Name Owner/Agent	Date
Helen P. Scarbrough	Helen P. Scarbrough	12-1-14
Signature of Owner	Printed Name of Owner	Date

STATE OF Florida COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 1st day of December 20 14, by Helen P. Scarbrough.

Personally Known ☐ OR Produced Identification ☒ Type of Identification Produced: FL. Drivers License

Signature of Notary — Teresa A. Wilson (Printed Name of Notary)

Notary Public State of Florida
Teresa A Wilson
My Commission EE129954
Expires 09/26/2015

(Notary seal must be affixed)

FOR OFFICE USE ONLY CASE NUMBER: ~~Z-2014-23~~ Z-2015-01

Meeting Date(s): 1/6/15; Accepted/Verified by: A Cei Date: 12/2/15

Fees Paid: $1270.50 Receipt #: _____ Permit #: PRZ141200024

3363 West Park Place Pensacola, FL 32505
(850) 595-3475 * FAX: (850) 595-3481

10/2012

Development Services Department
Escambia County, Florida

APPLICATION INSTRUCTIONS

Prior to Application Submittal
Please contact the Development Services Department located at 3363 West Park Place (595-3475) to make an appointment for a pre-application meeting with a Planner to personally discuss your site and prospective plans for it, to review the application forms and criteria with you, to answer any questions you may have, and/or any possible alternatives.

Application Submittal
It is important for the application packet to be complete and on time in order to process and schedule your request for the required public hearing(s). In order for the application request to proceed in a timely manner, all items on the application forms and checklist (attached herein) must be completed and submitted prior to the deadline, scheduling a pre-application meeting with a Planner is recommended. Any incomplete application or application submitted after the deadline will not be accepted by staff.

The owner and/or agent acting in his/her behalf, must sign the certification(s) where indicated on the application. If an agent is handling the request, the owner **must** submit an Affidavit of Ownership & Limited Power of Attorney (attached herein) authorizing said agent to act in his/her behalf. Signatures must be properly notarized and dated no more than sixty (60) days prior to application submittal.

No guarantee is made for the approval of any petition. Fees are non-refundable regardless of the decision.

Public Hearing(s)
It is the Applicant's burden to show consistency with all applicable criteria. **NOTE:** The applicant, or his/her agent, must be present at the Board of Adjustment or Planning Board meeting. For rezoning requests, it is also highly recommended that he or she be present at the subsequent Board of County Commissioners meeting.

Public Notice
Per the Land Development Code Article 2: A legal notice/advertisement will be published in the Pensacola News Journal and a sign(s) will be posted on the property by Development Services Department (DSD) prior to the hearing. Current property owners near the subject property will be notified of the proposed request via postcard by DSD at least fifteen (15) days prior to the hearing (see table below). Staff will obtain the list of mailing addresses from the Escambia County Property Appraiser's Office website (escpa.org).

Application Type:	Who will receive a postcard? Property owners:
Rezoning	within 500 foot radius of the subject property
Conditional Use	
Administrative Appeal	
Conditional Use – Sale of Alcohol	within 500 foot radius of the subject property and any places of worship and/or day care facility within 1,000 feet
Variance	directly abutting the subject property (excluding properties across the street)

Fees
Payment must be submitted prior to 3pm of the closing date for acceptance of application. Please make checks payable to Escambia County. Development Services Department accepts MasterCard and Visa.

Board of Adjustment (BOA)	Planning Board – Rezoning
$1,270.50 - Conditional Use $423.50 - Variance $677.60 - Administrative Appeal $211.75 - Development Order Extension	$1,270.50 for a rezoning request of one parcel $2,117.50 for a rezoning request of two contiguous parcels* $2,117.50 plus $84.70 for each additional parcel for more than two contiguous parcels*

*Lots separated by a street or roadway or by other lots/parcels are not considered contiguous. All lots must be owned by the same applicant in order to receive the discounted fee.

Development Services Department
Escambia County, Florida

FOR OFFICE USE: 2015-01
CASE #: Z-~~2014-23~~

AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

As owner of the property located at 13922 River Rd Pensacola, FL 32507
Florida, property reference number(s) 14-3S-32-1001-000-130
I hereby designate William Dyess for the sole purpose of completing this application and making a presentation to the:

☒ Planning Board and the Board of County Commissioners to request a rezoning on the above referenced property.

☐ Board of Adjustment to request a(n) _____ on the above referenced property.

This Limited Power of Attorney is granted on this 1st day of December the year of, 2014, and is effective until the Board of County Commissioners or the Board of Adjustment has rendered a decision on this request and any appeal period has expired. The owner reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice to the Development Services Bureau.

Agent Name: William Dyess Email: billdyess@hotmail.com
Address: P.O. Box 10360 Pens. FL 32524 Phone: 850-261-3540

Signature of Property Owner	Printed Name of Property Owner	Date
Helen P. Scarbrough	Helen P. Scarbrough	12-1-14

STATE OF Florida COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 1st day of December 20 14,
by Helen P. Scarbrough.

Personally Known ☐ OR Produced Identification ☒ Type of Identification Produced: FL Drivers License

Teresa A. Wilson — Teresa A. Wilson — (Notary Seal)
Signature of Notary — Printed Name of Notary

Notary Public State of Florida
Teresa A Wilson
My Commission EE129954
Expires 09/26/2015

3363 West Park Place Pensacola, FL 32505
(850) 595-3475 * FAX: (850) 595-3481

10/2012

Development Services Department

Escambia County, Florida

FOR OFFICE USE:

CASE #:_____

CONCURRENCY DETERMINATION ACKNOWLEDGMENT

For Rezoning Requests Only

Property Reference Number(s):_____

Property Address:_____

I/We acknowledge and agree that no future development for which concurrency of required facilities and services must be certified shall be approved for the subject parcel(s) without the issuance of a certificate of concurrency for the development based on the actual densities and intensities proposed in the future development's permit application.

I/We also acknowledge and agree that approval of a zoning district amendment (rezoning) or Future Land Use Map amendment does not certify, vest, or otherwise guarantee that concurrency of required facilities and services is, or will be, available for any future development of the subject parcels.

I/We further acknowledge and agree that no development for which concurrency must be certified shall be approved unless at least one of the following minimum conditions of the Comprehensive Plan will be met for each facility and service of the County's concurrency management system prior to development approval:

a. The necessary facilities or services are in place at the time a development permit is issued.

b. A development permit is issued subject to the condition that the necessary facilities and services will be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.

c. For parks and recreation facilities and roads, the necessary facilities are under construction at the time the development permit is issued.

d. For parks and recreation facilities, the necessary facilities are the subject of a binding executed contract for the construction of the facilities at the time the development permit is issued and the agreement requires that facility construction must commence within one year of the issuance of the development permit.

e. The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.3220, F.S., or as amended, or an agreement or development order issued pursuant to Chapter 380, F.S., or as amended. For transportation facilities, all in-kind improvements detailed in a proportionate fair share agreement must be completed in compliance with the requirements of Section 5.13.00 of the LDC. For wastewater, solid waste, potable water, and stormwater facilities, any such agreement will guarantee the necessary facilities and services to be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.

f. For roads, the necessary facilities needed to serve the development are included in the first three years of the applicable Five-Year Florida Department of Transportation (FDOT) Work Program or are in place or under actual construction no more than three years after the issuance of a County development order or permit.

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS _____ DAY OF _____, YEAR OF_____.

Signature of Property Owner	Printed Name of Property Owner	Date
Signature of Property Owner	Printed Name of Property Owner	Date

3363 West Park Place Pensacola, FL 32505
(850) 595-3475 * FAX: (850) 595-3481

Development Services Department
Escambia County, Florida

FOR OFFICE USE: 2015-01
CASE #: Z-2014-23

CONCURRENCY DETERMINATION ACKNOWLEDGMENT

For Rezoning Requests Only

Property Reference Number(s): 14-3S-32-1001-000-130

Property Address: 13922 River Rd. Pens. FL 32507

I/We acknowledge and agree that no future development for which concurrency of required facilities and services must be certified shall be approved for the subject parcel(s) without the issuance of a certificate of concurrency for the development based on the actual densities and intensities proposed in the future development's permit application.

I/We also acknowledge and agree that approval of a zoning district amendment (rezoning) or Future Land Use Map amendment does not certify, vest, or otherwise guarantee that concurrency of required facilities and services is, or will be, available for any future development of the subject parcels.

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a. The necessary facilities or services are in place at the time a development permit is issued.

b. A development permit is issued subject to the condition that the necessary facilities and services will be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.

c. For parks and recreation facilities and roads, the necessary facilities are under construction at the time the development permit is issued.

d. For parks and recreation facilities, the necessary facilities are the subject of a binding executed contract for the construction of the facilities at the time the development permit is issued and the agreement requires that facility construction must commence within one year of the issuance of the development permit.

e. The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.3220, F.S., or as amended, or an agreement or development order issued pursuant to Chapter 380, F.S., or as amended. For transportation facilities, all in-kind improvements detailed in a proportionate fair share agreement must be completed in compliance with the requirements of Section 5.13.00 of the LDC. For wastewater, solid waste, potable water, and stormwater facilities, any such agreement will guarantee the necessary facilities and services to be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.

f. For roads, the necessary facilities needed to serve the development are included in the first three years of the applicable Five-Year Florida Department of Transportation (FDOT) Work Program or are in place or under actual construction no more than three years after the issuance of a County development order or permit.

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 1st DAY OF December, YEAR OF 2014.

Signature of Property Owner	Printed Name of Property Owner	Date
Helen P. Scarbrough	Helen P. Scarbrough	12-1-14

3363 West Park Place Pensacola, FL 32505
(850) 595-3475 * FAX: (850) 595-3481

3/2014

JANET HOLLEY, CFC
ESCAMBIA COUNTY TAX COLLECTOR

2014 Real Estate

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

ACCOUNT NUMBER	ESCROW CD	ASSESSED VALUE	MILLAGE CODE	PROPERTY REFERENCE NUMBER
10-3600-000		See Below	06	143S32-1001-000-130

2014 Real Estate 0066725.0000

OFFICE
(850) 438-6500
Ext. 3252

13922 RIVER RD
W 1/2 OF LT 130 GULF BEACH
S/D PB 4 P 52 & BEG AT PT
120 FT S OF N LI & 3750 FT
See Tax Roll for extra legal.

2M - 03614 / 03787 2-20819 JMS49223
SCARBROUGH HELEN
8664 ROSEMONT DR
PENSACOLA FL 32514

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE AMOUNT	TAXES LEVIED
COUNTY	6.6165	420,098		420,098	2,779.58
PUBLIC SCHOOLS					
By Local Board	2.0850	420,098		420,098	875.90
By State Law	5.2370	420,098		420,098	2,200.05
WATER MANAGEMENT	0.0390	420,098		420,098	16.38
SHERIFF	0.6850	420,098		420,098	287.77
M.S.T.U. LIBRARY	0.3590	420,098		420,098	150.82

RETAIN THIS PORTION FOR YOUR RECORDS

ESCAMBIA COUNTY TAX COLLECTOR * P.O. BOX 1312 * PENSACOLA, FL 32591-1312

TOTAL MILLAGE 15.0215 AD VALOREM TAXES 6310.50

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	RATE	AMOUNT
FIRE		85.00

PLEASE PAY ONLY ONE AMOUNT SHOWN IN YELLOW SHADED AREA

QUESTIONS ON ITEMS IN THIS SECTION ONLY, CALL (850) 595-4960

NON-AD VALOREM ASSESSMENTS 85.00

COMBINED TAXES AND ASSESSMENTS 6395.50 PAY ONLY ONE AMOUNT See reverse side for important information

Nov 30 2014	Dec 31 2014	Jan 31 2015	Feb 28 2015	Mar 31 2015	Apr 30 2015
$ 6139.68	$ 6203.63	$ 6267.59	$ 6331.54	$ 6395.50	$ 6587.37

AMOUNT DUE IF PAID BY

JANET HOLLEY, CFC
ESCAMBIA COUNTY TAX COLLECTOR

2014 Real Estate NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

ACCOUNT NUMBER	ESCROW CD	ASSESSED VALUE	MILLAGE CODE	PROPERTY REFERENCE NUMBER
10-3600-000		See Above	06	143S32-1001-000-130

2014 Real Estate 0066725.0000

13922 RIVER RD
W 1/2 OF LT 130 GULF BEACH
S/D PB 4 P 52 & BEG AT PT
120 FT S OF N LI & 3750 FT
See Tax Roll for extra legal.

SCARBROUGH HELEN
8664 ROSEMONT DR
PENSACOLA FL 32514

CURRENT YEAR TAXES BECOME DELINQUENT APRIL 1

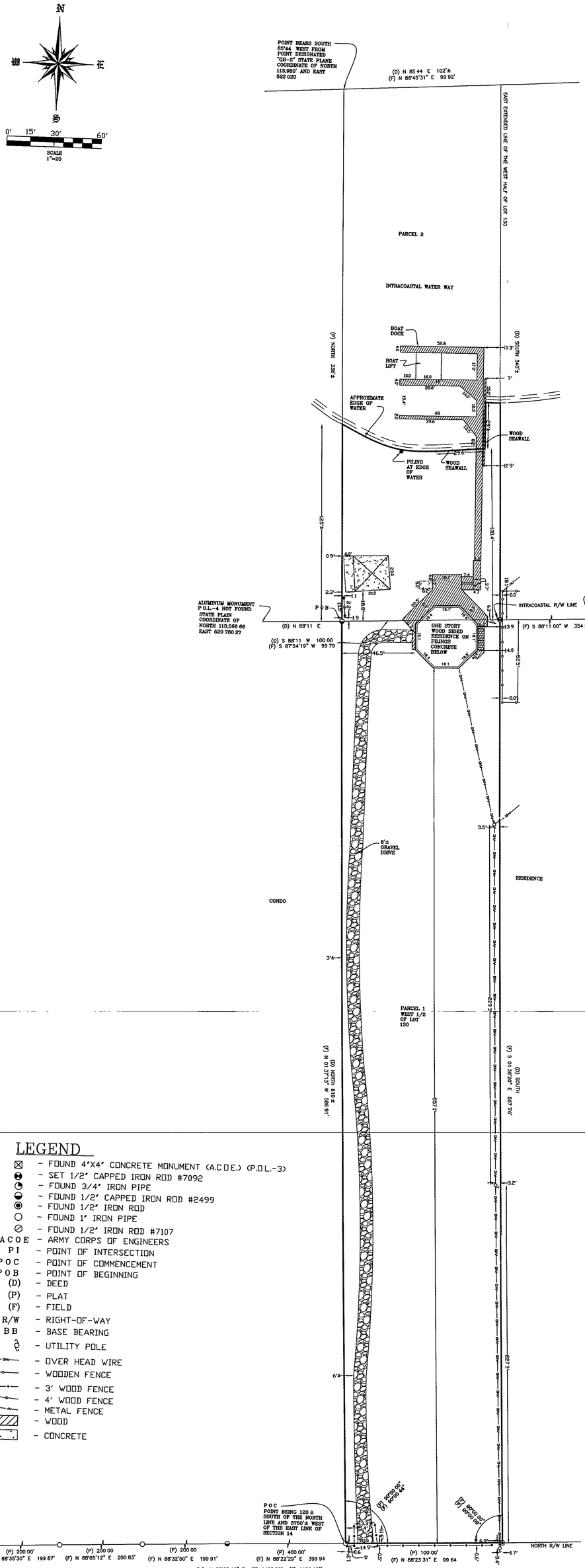
PAY IN U.S. FUNDS TO ESCAMBIA COUNTY TAX COLLECTOR • P.O. BOX 1312 • PENSACOLA, FL 32591-1312 (850) 438-6500 Ext. 3252

Nov 30 2014	Dec 31 2014	Jan 31 2015	Feb 28 2015	Mar 31 2015	Apr 30 2015
$ 6139.68	$ 6203.63	$ 6267.59	$ 6331.54	$ 6395.50	$ 6587.37

AMOUNT DUE IF PAID BY

RETURN WITH PAYMENT

0000000000 0000639550 00000006672500000 0001 3



DESCRIPTION (AS FURNISHED)
PARCEL 1
THE WEST HALF OF LOT 130, GULF BEACH SUBDIVISION, A SUBDIVISION OF A PORTION OF SECTIONS 14, 26, 27, 34, AND 35, TOWNSHIP 3 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO A PLAT FILED IN PLAT BOOK 4 AT PAGE 52, OF THE PUBLIC RECORDS OF SAID COUNTY

PARCEL 2
COMMENCING AT A POINT WHICH IS 120 FEET, MORE OR LESS, SOUTH OF THE NORTH LINE AND 3,750 FEET, MORE OR LESS, WEST OF THE EAST LINE OF SAID SECTION 14 AND AT THE SOUTHWEST CORNER OF LOT NO 130 OF THE GULF BEACH SUBDIVISION AS SHOWN IN PLAT BOOK 4, PAGE 52, OF THE PUBLIC RECORDS IN THE CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA.
THENCE NORTH ALONG THE WEST LINE OF LOT 130 OF SAID SUBDIVISION AND SUBSEQUENTLY ALONG THE WEST LINE EXTENDED OF SAID LOT 130 A DISTANCE OF 610 FEET, MORE OR LESS, TO A POINT WHICH IS ON THE BOUNDARY OF A TRACT OF LAND OWNED BY THE UNITED STATES OF AMERICA ON THE GULF INTRACOASTAL WATERWAY AT GULF BEACH, FLORIDA, ON A LINE WHICH BEARS NORTH 88 DEGREES 11 MINUTES EAST FROM AN ALUMINUM MONUMENT STAMPED "P.O.L.-4", SAID MONUMENT BEING AT PLANE COORDINATE POSITION NORTH 113,566 66 FEET AND EAST 620,760 27 FEET, BASED ON TRANSVERSE MERCATOR PROJECTION, ALABAMA WEST ZONE AND THE POINT OF BEGINNING,
THENCE CONTINUE NORTH ALONG THE WEST LINE EXTENDED OF LOT 130 OF SAID SUBDIVISION A DISTANCE OF 339 FEET, MORE OR LESS TO A POINT ON A LINE WHICH BEARS SOUTH 85 DEGREES 44 MINUTES WEST FROM A POINT DESIGNATED "GB-2" BEING A PLANE COORDINATE POSITION NORTH 113,980 FEET AND EAST 622,020 FEET,
THENCE NORTH 85 DEGREES 44 MINUTES EAST 102 FEET, MORE OR LESS TO A POINT ON THE EAST LINE EXTENDED OF THE WEST HALF OF SAID LOT 130 A DISTANCE OF 340 FEET, MORE OR LESS TO A POINT ON THE BOUNDARY OF SAID UNITED STATES TRACT,
THENCE SOUTH 88 DEGREES 11 MINUTES WEST ALONG THE BOUNDARY OF SAID UNITED STATES TRACT A DISTANCE OF 100 FEET, MORE OR LESS TO THE POINT OF BEGINNING

CERTIFY TO
RONALD ANTHONY BAROCO AND SHERRIE BAROCO
HELEN SCARBROUGH
WILSON, HARRELL, FARRINGTON, FORD, ET AL, P A
WESTCOR LAND TITLE INSURANCE COMPANY

LEGEND

- ⊠ - FOUND 4"X4" CONCRETE MONUMENT (A.C.O.E.) (P.O.L.-3)
- ● - SET 1/2" CAPPED IRON ROD #7092
- ◔ - FOUND 3/4" IRON PIPE
- ◒ - FOUND 1/2" CAPPED IRON ROD #2499
- ◉ - FOUND 1/2" IRON ROD
- ○ - FOUND 1" IRON PIPE
- ⊘ - FOUND 1/2" IRON ROD #7107
- A C O E - ARMY CORPS OF ENGINEERS
- P I - POINT OF INTERSECTION
- P O C - POINT OF COMMENCEMENT
- P O B - POINT OF BEGINNING
- (D) - DEED
- (P) - PLAT
- (F) - FIELD
- R/W - RIGHT-OF-WAY
- B B - BASE BEARING
- ∂ - UTILITY POLE
- OHW — OHW — - OVER HEAD WIRE
- ——o——o—— - WOODEN FENCE
- ——x——x—— - 3' WOOD FENCE
- ——x——x—— - 4' WOOD FENCE
- ——x——x—— - METAL FENCE
- ▨ - WOOD
- ▪ ▪ ▪ - CONCRETE

SURVEYORS NOTES:

THIS SURVEY WAS PERFORMED FOR THE CLIENT SHOWN AND IS NOT TO BE USED FOR ANY OTHER PURPOSES OR TRANSACTIONS WITHOUT PRIOR CONSENT FROM THIS SURVEYOR

ALL MEASUREMENTS WERE MADE ACCORDING TO UNITED STATES FOOT

NO TITLE RESEARCH WAS PERFORMED BY THIS SURVEYOR, NOR WERE WE FURNISHED WITH SUCH

NO INSTRUMENT OF RECORD REFLECTING EASEMENTS, RIGHT OF WAY, AND/OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR EXCEPT AS SHOWN

NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN

ALL BEARINGS AND DISTANCES ARE RECORD UNLESS OTHERWISE NOTED

ERROR OF CLOSURE MEETS MINIMUM TECHNICAL STANDARDS

THERE MAY BE ADDITIONAL RESTRICTIONS AFFECTING THIS PROPERTY THAT MAY BE FOUND RECORDED IN THE PUBLIC RECORDS OF THE CITY/COUNTY/STATE, THAT DO NOT APPEAR ON THE FACE OF THIS PLAT

IMPROVEMENT LOCATIONS SHOWN HEREON MAY BE EXAGGERATED AND NOT TO SCALE FOR CLARITY PURPOSES

ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES

BUILDING SET BACK LINES ARE PER PLAT THERE MAY BE ADDITIONAL RESTRICTIONS IN SUBDIVISION COVENANTS AND/OR OTHER CITY/COUNTY/STATE REGULATIONS

IT IS THE RECOMMENDATION OF THIS SURVEYOR TO CHECK WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR ANY WETLAND ISSUES THAT COULD POSSIBLY AFFECT THIS PROPERTY THAT MAY OR MAY NOT BE SHOWN ON THE FACE OF THIS PLAT

BASIS OF BEARING N 88°23'40" E FOR THE NORTH RIGHT-OF-WAY LINE RIVER ROAD PER PLAT

REFERENCE SOURCE FIELD WORK AND EXISTING FIELD MONUMENTATION, COUNTY PROPERTY APPRAISER'S TAX MAP COPY OF OR BOOK 5221, PAGE 607 COPY OF PLAT BOOK 4, PAGE 52 COPY OF DESCRIPTION AS FURNISHED

SWINNEY & ASSOCIATES, INC.
3603 SUNNYSIDE ST
PENSACOLA, FLORIDA 32507
(850) 453-4261 FAX. (850) 458-2630
D.SWINNEY@ATT.NET
LICENSE BUSINESS NO 7092

ADDRESS 13922 RIVER ROAD			
REQUESTED BY LISA DURANT			
TYPE BOUNDARY WITH IMPROVEMENTS			
SECTION 14	TOWNSHIP 3 SOUTH	RANGE 32 WEST	COUNTY ESCAMBIA
SCALE 1"=30'	DRAWN BY REM	FIELD DATE 04/04/2014	
DATE 04/04/2014	CREW MS/ZL	FIELD BOOK 268	PAGES 63-65
REVISION DATE			

SURVEYORS CERTIFICATE

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS IN CHAPTER 5J-17 050, 5J-17 051 AND 5J-17 052, PURSUANT TO SECTION 472 027 FLORIDA STATUTES

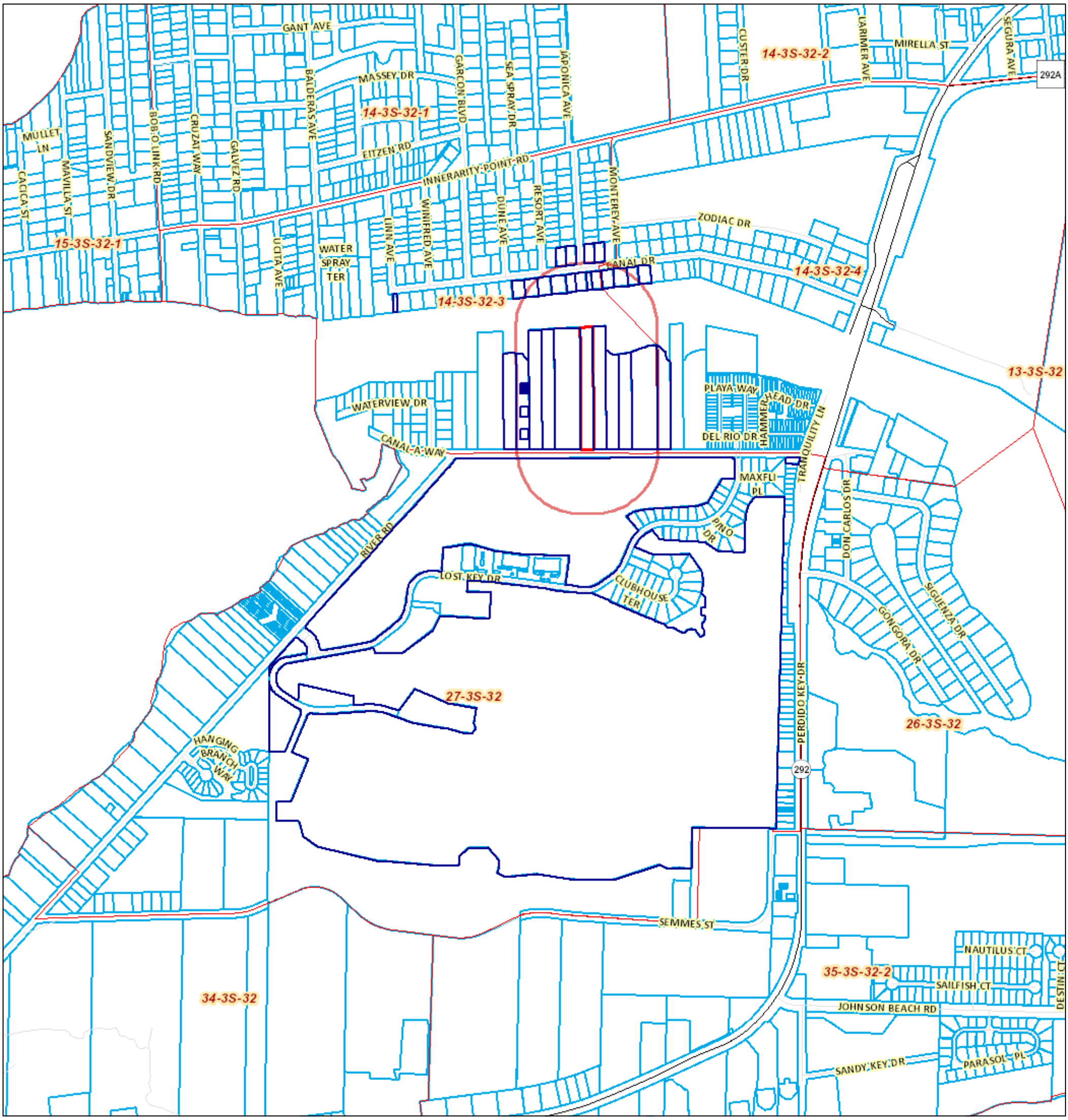
DAVID MARK SWINNEY
PROFESSIONAL SURVEYOR AND MAPPER NO 5641
STATE OF FLORIDA

DAVID M. SWINNEY — NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

DRAWING NUMBER 14-14190

GMR: 02/06/15 Rezoning Case Z-2015-01 Attachment

Chris Jones Escambia County Property Appraiser



December 2, 2014

1:9,115

0 0.1 0.2 0.4 mi

0 0.15 0.3 0.6 km

- Map Grid
- City Road
- County Road
- Interstate
- State Road
- US Highway
- All Roads
- Property Line

SCARBROUGH HELEN
8664 ROSEMONT DR
PENSACOLA, FL 32514

GUTHRIE GEORGE III &
2589 WESTON ST
AUBURN, AL 36832

GILMORE SANDRA
13832 CANAL DR
PENSACOLA, FL 32507

BECKER JOHN MICHAEL
13900 CANAL DR
PENSACOLA, FL 32507

SWIGART SHAWN K & MELINDA
13910 CANAL ST
PENSACOLA, FL 32507

CICCONE PATRICIA B 1/4 INT
13520 CANAL DR
PENSACOLA, FL 32507

SWEENEY JUDY
12194 LONGWOOD DR
PENSACOLA, FL 32507

REDMOND JAMES D & DIANNE P
13827 CANAL DR
PENSACOLA, FL 32507

BOYETTE HARRY H & DEBORAH D
13831 CANAL DR
PENSACOLA, FL 32507

ESCAMBIA COUNTY
221 PALAFOX PL STE 420
PENSACOLA, FL 32502

LIBERTO RICHARD F
13905 CANAL DR
PENSACOLA, FL 32507

SCAPIN DEAMON G &
13833 CANAL DR
PENSACOLA, FL 32507

SMITH CHAN R &
2027 COLUMBIA RD
ABBEVILLE, AL 36310

DOMINI MEKA
13919 CANAL DR
PENSACOLA, FL 32507

NEUSTEL BARBARA A
120 RUBY ST
ROCKLEDGE, FL 32955

MCLEAN JULIAN M &
33 NEWMAN DR
PENSACOLA, FL 32507

COOK JENNIFER M
13949 CANAL DR
PENSACOLA, FL 32507

BROOKS JEANETTE D
PO BOX 34130
PENSACOLA, FL 32507

TAYLOR SEAN B
13948 RIVER RD # 3-A
PENSACOLA, FL 32507

HILLARD WILLIAM T JR & LUCILLE M
13912 RIVER RD
PENSACOLA, FL 32507

TAYLOR ETTIE K
13942 RIVER RD
PENSACOLA, FL 32507

BANTA LINDA H DUNSON
13900 RIVER RD
PENSACOLA, FL 325079679

BROWN MICHAEL C
13413 GONGORA DR
PENSACOLA, FL 32507

DAVIDSON SABRINA C &
13948 RIVER RD # A-1
PENSACOLA, FL 32507

KILLIAN MICHAEL J
13948 RIVER RD # 4-A
PENSACOLA, FL 32507

GOODSON JAMES E TRUSTEE
13932 RIVER RD
PENSACOLA, FL 32507

MARTIN TERENCE K &
144A TONG FUK
LANTAU
HONG KONG,

COBB JENNIFER LEIGH TRUSTEE FOR
3101 W MICHIGAN AVE
PENSACOLA, FL 32526

FIOCCA CHARLES J
13908 RIVER RD
PENSACOLA, FL 32507

ROBERSON CHARLES R & KAREN S
1969 HEATHER ST
MOUNT DORA, FL 32757

MARK TWAIN TOWNHOUSES
ASSOCIATION INC
C/O LINDA SMART
13948 RIVER RD # A-3
PENSACOLA, FL 32507

RELAX LLC
2665 SOLO DOS FAMILIAF
PENSACOLA, FL 32534

BROUSSARD KENNETH C &
5B DEGAULLE SQ
LAFAYETTE, LA 70508

O'BRIEN WOODY B &
5313 HICKORY HILL DR
TRUSSVILLE, AL 35173

JOHNSON JODY &
13840 RIVER RD # 104
PENSACOLA, FL 32507

VICKERS JIMMY R
13840 RIVER RD UNIT 201
PENSACOLA, FL 32507

LEYSER RICHARD C &
13840 RIVER RD UNIT 202
PENSACOLA, FL 32507

ZEZULKA D SUE
1246 PARASOL PL
PENSACOLA, FL 32507

PREWITT DENNIS L &
13840 RIVER RD STE 204
PENSACOLA, FL 32507

YOUNG RODNEY L &
13840 RIVER RD # 301
PENSACOLA, FL 32507

OLIVER CHARLES R
13840 RIVER RD # 302
PENSACOLA, FL 32507

BAUGHMAN GEORGE JR &
13840 RIVER RD # 303
PENSACOLA, FL 32507

WILLIAMS HERBERT B &
7062 BELGIUM CIR
PENSACOLA, FL 32526

BROUSSARD KENNETH C &
58 DEGAULLE SQ
LAFAYETTE, LA 70508

JOHNSON JODY J &
13840 RIVER RD UNIT 104
PENSACOLA, FL 32507

LEYSER RICHARD C &
13840 RIVER RD # 202
PENSACOLA, FL 32507

RIVER COLONY CONDOMINIUMS LLC
3442 FRANCIS RD STE 160
ALPHARETTA, GA 30004

PREWITT DENNIS L &
13840 RIVER RD #204
PENSACOLA, FL 32507

BAUGHMAN GEORGE JR &
13840 RIVER RD # 303
PENSACOLA, FL 32507

STARR TERRY J
2850 EMERALD DR
JONESBORO, GA 30236

FULTON KIM F & SUSAN D
5598 DAURO RD
LONG BEACH, MS 39560

PRIOR JEFFREY M & STEPHANIE L
2717 SOUTHVIEW DR
VESTAVIA HILLS, AL 35216

B & W LLC
15009 PLUM DR
URBANDALE, IA 50323

ETHEREDGE ROY F &
C/O JOHN G TODD
6050 ROSEMONT RD
BIRMINGHAM, AL 35242

CULOTTA KAITLYN MARIE
101 GUMBO RD
LAFAYETTE, LA 70508

HOLLINGSWORTH JAMES N &
13928 RIVER RD # 506
PENSACOLA, FL 32507

SMITH LISA A
29221 ONO BLVD
ORANGE BEACH, AL 36561

ZEZULKA KENNETH H
1246 PARASOL PL
PENSACOLA, FL 32507

BROWN ERIC R &
13928 RIVER RD UNIT #605
PENSACOLA, FL 32507

BISHOP DANNY R &
15 ROCKWOOD RD
PENSACOLA, FL 32514

ROBINSON RONNIE A
1001 STONEBRIDGE RD
OXFORD, MS 38655

HOWE FRED &
13928 RIVER RD # 702
PENSACOLA, FL 32507

DAVIDSON DONALD
13928 RIVER RD # 703
PENSACOLA, FL 32507

ZEZULKA KENNETH H &
1246 PARASOL PL
PENSACOLA, FL 32507

LIFES A BEACH LLC
2015 HIGHPOINTE DR
\BRANDON, MS 39042

SAILMAKERS PLACE LLC
PO BOX 256
HELENA, AL 35080-0256

MASON-SMITH JOHN S &
13928 RIVER RD UNIT 805
PENSACOLA, FL 32507

BIRKE JAMES A &
19051 TURNBERRY CT
BATON ROUGE, LA 70809

JAMES ARTIS E JR & DONNA
4401 E ALOHA DR
DIAMONDHEAD, MS 39525

MILES THOMAS F
PO BOX 2308
AUSTIN, TX 78768

WILLIAMS MICHAEL A
13928 RIVER RD UNIT 706
PENSACOLA, FL 32507

BROUSSARD KENNETH J &
1108 N FRANKLIN ST # 707
TAMPA, FL 33602

FAYARD DAVID M & ELISE H
700 OLD SAVANNAH DR
LONG BEACH, MS 39560

DUNBAR JOEL F &
13928 RIVER RD # 801
PENSACOLA, FL 32507-4630

ESTABROOK PROPERITIES LLC
13928 RIVER RD UNIT 1002
PENSACOLA, FL 32507

ERIS GRACE K
13928 RIVER RD 201
PENSACOLA, FL 32507

JOHNSON JUDD S &
1790 GROVECREST RD
GERMANTOWN, TN 38139

QUARTZ ROAD LLC
96 BAYOU PEREZ RD
MADISONVILLE, LA 70447

BUCKHAULTS LYNN A &
PO BOX 296
ELLISVILLE, MS 39437

SCELFO CHRISTOPHER J &
1220 MALLARD CIR
BOGART, GA 306222764

HARRISON RICHARD & MYRA
5300 CENTRAL AVE UNIT 1C
HOT SPRINGS, AR 71913

JONES & JONES INVESTMENTS
3890 PASCO ST
PENSACOLA, FL 32505

HARPER ROBERT C &
3350 BROOKHILL CIR
MARIETTA, GA 30062

MAYNARD JON C & DEBORAH M
3152 S BOULDER CREEK LN
NEW PALESTINE, IN 46163

TAYLOR JAMES D JR
19527 SOUTHERN HILLS AVE
BATON ROUGE, LA 70809

MCKINNEY ROSS &
2557 WHETSTONE
BIRMINGHAM, AL 35243

PEARCE JANICE C TRUSTEE FOR
13928 RIVER RD # 306
PENSACOLA, FL 32507

ROBINSON LARRY A &
108 ST ANNES BAY
RIDGELAND, MS 39157

CICCOTELLI ALDO A &
1487 LAURIE LANE
YARDLEY, PA 19067

FORD GREGORY E &
13928 RIVER RD UNIT 405
PENSACOLA, FL 32507

FRANCAVILLA THOMAS L & DONNA T
5079 GREYSTONE WAY
BIRMINGHAM, AL 35242

WCI COMMUNITIES LLC
24301 WALDEN CENTER DR STE 300
BONITA SPRINGS, FL 34134

Development Services Department
Building Inspections Division
3363 West Park Place
Pensacola, Florida, 32505
(850) 595-3550
Molino Office - (850) 587-5770

RECEIPT

Receipt No. : **623859**

Date Issued. : 12/02/2014
Cashier ID : KLHARPER

Application No. : PRZ141200024

Project Name : Z-2015-01

PAYMENT INFO

Method of Payment	Reference Document	Amount Paid	Comment
Check			
	3299	$1,270.50	App ID : PRZ141200024
		$1,270.50	Total Check

Received From : ARLAN E OR HELEN SCARBROUGH
Total Receipt Amount : **$1,270.50**
Change Due : $0.00

APPLICATION INFO

Application #	Invoice #	Invoice Amt	Balance	Job Address
PRZ141200024	714930	1,270.50	$0.00	13922 RIVER RD, PENSACOLA, FL, 32507

Total Amount :	**1,270.50**	$0.00	Balance Due on this/these Application(s) as of 12/2/2014

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Agent for owner

Please Print Clearly

Meeting Date: 1-6-15

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2015-01

X In Favor _____ Against

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

*Name: William Dyess

*Address: 13922 River Rd *City, State, Zip: Pens, FL

Email Address: billdyess@hotmail.com Phone: 850-261-3510

Please indicate if you:

☒ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

****

Chamber Rules

1. All who wish to speak will be heard and granted uniform time to speak (normally 3 – 5 minutes).
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
6. Speakers will refrain from the use of obscene language, "fighting words" likely to incite violence from the individual(s) to whom the words are addressed, or other language which is disruptive to the orderly and fair progress of discussion at the meeting.
7. During public hearings, at the Chairman's discretion, if there is a controversial item in which Escambia County citizens are involved, he may institute a provision against clapping, if he/she feels that clapping or the noise will deter open speech between the two parties.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Opposed
Criterion 1
Criterion 2

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 1/6/2015

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2015-01

_____ In Favor ✓ Against

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

Ltr 1.4.09
Art 2.7

*Name: GREG CANFIELD

*Address: 13840 River Rd. *City, State, Zip: Pensacola, FL 32507

Email Address: canfiej@bellsouth.net Phone: (205) 967 5571

Please indicate if you:

☑ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

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BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

President of PK property owners Assoc.

Please Print Clearly

Meeting Date: 1-6-15

Rezoning Quasi-judicial Hearing ~~X~~

Rezoning Case #: Z-2015-01

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor ✓ Against

*Name: MAE DEAN

*Address: 13396 GONGORA PR *City, State, Zip: PENSACOLA, FL.

Email Address: MAEHDEAN492@YAHOO.COM Phone: 850-982-5715

Please indicate if you:

☑ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

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01/2012

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Did not speak Gave minutes to Clovis

Please Print Clearly

Meeting Date: 1-6-15

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2015-1

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor X Against

*Name: SELINA DAVIDSON

*Address: 13928 Rivera Rd 703 *City, State, Zip: PERDIDO KEY FL 32507

Email Address: LOSTISLAND777@gmail Phone: 334-796-4537

Please indicate if you:

☒ would like to be notified of any further action related to the public hearing item.

☒ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

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5. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
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01/2012

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 11-6-2015

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2015-1

_____ In Favor X Against

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

*Name: Clovis Harper

*Address: 13928 River Rd #302 *City, State, Zip: Pensacola, FL.

Email Address: Clovis0098@gmail.com Phone: 404-550-6807

Please indicate if you:

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****

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Meeting Date: 1-6-2015

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2015-01 ~~Z-2015-02~~

_____ In Favor ___✓___ Against

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

*Name: Dan Henderson

*Address: 1407 Waterview Dr. *City, State, Zip: Pensacola, Fla.

Email Address: _____ Phone: 850-492-4550

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Meeting Date: 1/6/2014

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z2015-01
Z2015-02

_____ In Favor _____ Against

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

*Name: JAN Pearce

*Address: 13928 River Rd. #306 *City, State, Zip: _____

Email Address: janpearce432gmail.com Phone: 904377-3382

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opposed considering 3 + 6

Escambia County Planning Board
Public Hearing
Speaker Request Form

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Meeting Date: 1-6-15

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2015-01

OR

Regular Planning Board Meeting

Agenda Item Number/Description:

_____ In Favor X Against "Lieser"

*Name: Richard Leyser

*Address: 13840 River Rd #202 *City, State, Zip: 32507

Email Address: RCL152@Hotmail.com Phone: 228-861-8185

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Escambia County Planning Board
Public Hearing
Speaker Request Form

opposed
Criterion 5

Please Print Clearly

Meeting Date: 1-6-15

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2015-01

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor X Against

*Name: ALAN DENNIS

*Address: 16401 PERDIDO KEY DR *City, State, Zip: PENSACOLA 32507

Email Address: theleachmit@bellsouth.net Phone: 492-0655

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Speaker Request Form

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Meeting Date: 1-6-15

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2015-01

✓ In Favor _____ Against

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

*Name: LINDA H. DUNSON BANTA

*Address: 13900 RIVER RD. *City, State, Zip: PENSACOLA, FL 32507

Email Address: dinna@dcsystems.net Phone: 850-492-1470

Please indicate if you:

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Escambia County Planning Board
Public Hearing
Speaker Request Form

opposed criterion 1 + 6

Please Print Clearly

Meeting Date: 1/6/2015

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z 2015-01 / Z-2015-02 OR

Regular Planning Board Meeting

Agenda Item Number/Description:

_____ In Favor X Against

*Name: CHARLES KRUPNICK UNIT 203

*Address: 14500 RIVER RD. *City, State, Zip: PENSACOLA FL 334

Email Address: CHARLES.KRUPNICK@GMAIL.COM Phone: 482-2843

Please indicate if you:

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Public Hearing
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Meeting Date: 1-6-14

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2015-01 ~~2015-03~~ OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor X Against

*Name: Arlene Baughman

*Address: 13840 River Rd *City, State, Zip: Pensacola FL 32507

Email Address: baug0506@yahoo.com Phone: 850-607-2985

Please indicate if you:

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01/2012

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Gateway

Please Print Clearly

Meeting Date: 1-6-15

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2015-01 [redacted] OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor X Against

*Name: GEORGE BAUGHMAN

*Address: 13540 River RD. #303 *City, State, Zip: Pensacola FL. 32507

Email Address: BAUG2684@gmail.com Phone: 850-607-2985

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01/2012

Z-2015-02

* * *

CASE NO: Z-2015-02

Applicant: Linda H. Dunson Banta, Owner
Address: 13900 River Road
Property Size: 1.72 (+/-) acres
From: R-2PK, Residential District (Perdido Key), Medium Density (4.5 du/acre)
To: CGPK, Commercial Gateway District (Perdido Key) High Density (12.5 du/acre.

MR. BRISKE: We'll move directly into our next case, which is Case Z-2015-02, Linda Dunson Banta, Owner, 13900 River Road, 1.72 acres, from R-2PK, Residential District Perdido Key, to CGPK, Perdido Key.

In this case, Ms. Dunson, are you available here today? Okay. All right. Just one moment. Let me get some technical things on the record and then we'll have you come forward.

Board members, I will ask in this case if there's been any ex parte communication, if you've had any contact with the applicant, the applicant's agents, attorneys, witnesses, fellow Planning Board members or any other members of the general public prior to this hearing? I will also ask if you have visited

the subject property and please disclose if you are a relative or business associate of any of the parties.

And we'll start with Ms. Oram again.

MS. ORAM: No to all.

MS. HIGHTOWER: No to all.

MR. PYLE: As earlier stated, I requested a parcel map from a Realtor. That's my only involvement.

MR. BRISKE: Thank you, sir.

MR. LOWERY: I visited the site. No to all other.

MR. BRISKE: The Chairman. No to all.

MR. TATE: No to all.

MS. DAVIS: No to all.

MR. WINGATE: No to all, but I did view the property.

MR. BRISKE: Thank you, Mr. Wingate.

Staff, in this case was notice of the hearing sent to all interested parties?

MS. MALLORY: Yes, it was.

MR. BRISKE: Was that notice also properly posted on the subject property?

MS. MALLORY: Yes, it was.

MR. BRISKE: Ms. Banta, if there are no

objections we'll have the staff present the maps and the photography for the case.

(Presentation of Maps and Photography.)

MR. FISHER: John Fisher, Urban Planner. Again this is rezoning Case Z-2015-02, from R-2PK, Residential District, Medium Density of four-and-a-half dwelling units per acre, to CGPK, Commercial Gateway District, High Density, 12-and-a-half units per acre.

This is the locational and wetlands map. This is the aerial map. This is the existing land use map. This is the Future Land Use Map, Mixed Use Perdido Key. This is the 500-foot zoning map. This is the public hearing sign.

Looking southeast along River Road. Looking southwest along River Road. Looking west along River Road. Looking northwest along River Road. Looking north onto the subject property. Looking northeast along River Road. This is the 500-foot radius map from the property appraiser and the mailing list. That concludes staff.

MR. BRISKE: Any questions on the maps or photography?

Ms. Banta, if you would come forward again, please. I will remind you that you are still under oath in the meeting. You were previously sworn in. For this case would you please state your name and address.

(Linda Banta, previously sworn.)

MS. BANTA: I am Linda H. Dunson Banta.

MR. BRISKE: Just adjust the microphone a little bit. It doesn't pick up that good when we're recording.

Ms. Banta, do you understand that you have the responsibility and the burden to provide substantial competent evidence that this proposed rezoning is consistent with the Comprehensive Plan, furthers the goals, objectives and policies of that plan, and is not in conflict with any portion of the Land Development Code?

MS. BANTA: Yes, I do.

MR. BRISKE: Please proceed with your presentation.

MS. BANTA: I am here to request rezoning of my property at 13900 River Road to CGPK. The biggest reason is because at this moment I will be sandwiched between -- of course, we've

gone through this and here we go again. The property adjacent to mine, our driveways are about five, maybe ten feet apart is CGPK.

To the east of my property 20 feet or more
10:55AM or less from my bedroom window I see a wall of River Colony. I walk out my back door and I look into the balcony of the master bedroom of River Colony.

Should the property to the west, which is
10:56AM now zoned CGPK sell to a developer, I will be in the shadow of two condos. There is no one in this room that would like to exchange places with my husband and me at this point in time.

10:56AM For this reason I request that we be changed. My property is a for sale for that reason because I don't want to be sandwiched between two condos and it would be more advantageous to me to go to CGPK, which would
10:56AM meet the criteria listed in all six areas.

MR. BRISKE: You're accepting the staff's Findings-of-Fact and you agree with them?

MS. BANTA: Yes.

MR. BRISKE: Do you have any other
10:57AM witnesses that you wish to call?

MS. BANTA: No, I do not. I believe everything has been said about this property that can be said.

MR. BRISKE: We have to say it all again,
10:57AM because again it's a recorded transcript, so anything that you want to get on the record.

MS. BANTA: I would like to say that at one meeting years ago, and there again I cannot remember the date, but when they were
10:57AM talking about it, we were asked about -- when they changed the property to the gateway, the waterway was also mentioned as an inlet for boaters and people to come in for condo stays and what have you, that it would bring more
10:57AM finances to the County, that that would be part of the gateway and I have not heard that mentioned.

MR. BRISKE: So you're saying that would meet the gateway language that is in the CGPK?

10:57AM MS. BANTA: I believe so for number three for the use.

MR. BRISKE: All right. Anything else? Any questions? We'll give you an opportunity to continue to bring up points and
10:58AM cross-examine as we go forward.

At this time if you will just have a seat and we'll let the staff do their presentation.

(Testimony by John Fisher, previously sworn.)

10:58AM MR. FISHER: Again, John Fisher, Urban Planner, for Rezoning Case Z-2015-02.

Under consistent with the Comprehensive Plan, Criterion (1), the proposed amendment to CGPK **is consistent** with the intent and purpose of Future Land Use category MU-PK, as stated in CPP FLU 1.3.1. The proposed amendment is consistent with the intent of CPP 1.5.3. as it does promote the efficient use of existing roads and the established utilities and infrastructure. Mixed-Use Perdido Key allows for residential and non-residential uses with a maximum density of 25 dwelling units per acre. The CGPK Future Land Use category allows residential rezoning to districts with higher residential densities.

Under Criterion (2), consistency with the Land Development Code, the proposed amendment **is consistent** with the intent and purpose of the Land Development Code. The parcel is

adjoining an already zoned parcel one to the west zoned CGPK which will make a more smooth transition along River Road if this amendment is approved.

10:59AM Criterion (3), the proposed amendment **is compatible** with surrounding existing uses in the area. Within the 500-foot radius impact area, staff observed properties with zoning districts R-2PK, CGPK, and PRPK. Some of the nearby uses are Sailmaker's Place Condominium, two vacant parcels and seven single-family homes.

Under Criterion (4), staff found **no changed** conditions that would impact the amendment or properties. The property located at 13922 River Road had applied for a rezoning case for June 27, 2005, case number Z-2005-22, but the agent tabled the case and never came back for a rezoning hearing. Staff had no
11:00AM recommendation at that time.

Criterion (5), effect on the natural environment. According to the National Wetland Inventory, wetlands and hydric soils **were not** indicated on the subject property. Environmental management saw no adverse

impacts that would affect the property in this rezoning amendment. When applicable, further review during the Site Plan Review process will be necessary to determine if there would be any significant adverse impact on the natural environment.

Under Criterion (6), development patterns, the proposed amendment **would result** in a logical and orderly development pattern because the adjoining parcel to the west is already zoned CGPK. The zoning change would alleviate a single R-2PK less intense zoned parcel that is adjoined to the west by already existing CGPK zoned parcels to make a more seamless and better transition for the zoned properties along River Road.

That concludes staff's findings.

MR. BRISKE: Thank you. Board members, any questions for staff?

11:00AM Ms. Banta, any questions for staff?

MS. BANTA: No.

MR. BRISKE: At this point we're going to move to the public comment portion for this case. For members of the public who wish to

11:01AM speak on this matter please note that the

Planning Board bases its decision on the criteria and exceptions listed on the board and described in Section 2.08.02.D of the Escambia County Land Development Code. During

11:01AM our deliberations the Planning Board will not consider general statements of support or opposition. Accordingly, please limit your testimony to the criteria and exceptions described in that section and on the board.

11:01AM Please also note that only those individuals who are present and give testimony on the record at this hearing will be allowed to speak at the subsequent hearing before the Board of County Commissioners.

11:01AM Again, these are in no particular order. They're just how they were handed in.

Debbie Freed.

UNIDENTIFIED SPEAKER: I gave my minutes to Linda Banta.

11:01AM MR. BRISKE: Okay. She really doesn't need the minutes because she's the applicant. She's allowed to present her case, but if you don't speak you won't be allowed to speak at the Commission. Did you want to get on the

11:02AM record?

UNIDENTIFIED SPEAKER: No. I'll give it to Bill.

MR. BRISKE: Bill Dyess, you're giving your minutes? Okay.

11:02AM Bill, come on forward. Sir, you still are under oath. If you will please state your name and address again for the record.

(Testimony by William Dyess, previously sworn.)

11:02AM MR. DYESS: My name is William Dyess. I live at 13922 River Road, Perdido Key, Florida.

I would like to support the rezoning based on Criterion Number (3) for the most part. If

11:02AM you could pull up the zoning map again. I would just like to point out that from Banana Bay all the way down to Sailmaker's Place condominium, which is a ten-story condominium already built, that there are 12 lots. There

11:03AM were 12 lots there that are 100 feet wide and currently eight of those 12 lots are zoned CGPK, and currently also two more of the R-2PK lots are trying to be zoned CGPK.

I'm going to hop over and also include, I

11:03AM believe it was Criterion Number (5), if you

could go back to that, which is -- excuse me. It's number six, Criterion Number (6), developmental patterns. The properties within this area along River Road are being developed

11:03AM with the CGPK zoning. That's just the wave of the future. And I would want to point out that the two lots, the 100-foot lots that are zoned for River Colony, R-2PK, are really the odd lots here. I don't think they were zoned

11:04AM right. I don't think the property was developed correct based on my expertise and I think that's why the majority of people that are opposed to this rezoning of this other lot are here is because they don't see, based on

11:04AM the current use of their property, what the real highest and best use of these other two lots and the contiguous lots are.

So I just want to put it out there that I think the highest and best use for the

11:04AM property is CGPK and I would be glad to take any questions.

MR. BRISKE: Okay. Ms. Banta, do you have any cross-examination for Mr. Dyess? Okay.

Board members, any questions?

11:04AM Thank you, sir.

MR. DYESS: Thank you.
MR. BRISKE: Mr. Greg Canfield. Has he left? I don't see him here. Oh, he's back there. Okay. You snuck in the back on me.
11:05AM MR. CANFIELD: I was trying to check emails.
MR. BRISKE: Sir, you are still under oath from your previous testimony and just please state your name and address again.
11:05AM (Testimony by Greg Canfield, previously sworn.)
MR. CANFIELD: Greg Canfield. I'm the owner of 13840 River Road at River Colony, Unit 102.
11:05AM Thank you again for the opportunity to speak. I do rise in opposition to this rezoning request. I've heard a couple of things that I want to attempt to bring what I think is a redirect as it relates,
11:05AM Mr. Chairman, to a statement that I heard you make in the previous case and I think it may relate in this case as you reach a decision.
I do believe that this Board can render decisions as to rezoning and rezoning requests
11:05AM based on nontechnical issues and I think that

that authority lies in the Escambia County Land Development Code in Article 2 under Administration Section D subpoint seven and the underlying subpoints that fall under that.
11:06AM That establishes that this Planning Board may deny rezoning requests for the legitimate public purpose of preventing an intrusion of commercial uses in an established residential area and/or when such rezoning would have
11:06AM significant adverse impacts upon property values of adjacent or nearby properties.
So I do believe that you have the authority for some of those other nontechnical purposes to render a decision based on those
11:06AM facts, too, as it relates to that section of the code and I would ask you to consider that as you make your decision.
I do believe that this request violates HOU 1.4 of Chapter 9 of the Comprehensive Plan
11:07AM regarding existing neighborhoods and the redevelopment and the stated objective to protect the character of existing residential neighborhoods. And this does go back to use. As a Planning Board when you render decisions
11:07AM based on a rezoning request you have to by

extension consider all possible uses that are allowed under that zoning code. And again, moving this from R-2PK to a Commercial Gateway Perdido Key zoning would zone this property to
11:07AM a use that would be nonconforming as to existing uses in terms of all the potential uses which could include hotels, motels, entertainment centers, et cetera. It would not be consistent with the residential
11:08AM character of that section of the street and neighborhood.
This request also, I think, violates the intent again of CGPK in the master plan, which I believe the intent is clear in the code when
11:08AM it speaks to CGPK being used as a gateway. In fact, it more specifically defines gateway in your code as an entryway into the Key. And again River Road is neither a gateway road nor an entryway road to this area. So I do
11:08AM believe that this use, even though it has occurred in the past and we all agree, I think, that there has been spot zoning that has occurred over time, we may not know what came first, the chicken or the egg in this
11:09AM case, whether it was R-2 and R-3PK or CGPK,

but the fact is to continue to rezone is a continuation of spot zoning, in my opinion.
I think also that this request and acting favorably on it would create a potential
11:09AM violation of that coastal management element of Chapter 11 of the Comprehensive Plan for Escambia County related to your own goal COA.2. And that again relates to maintaining, restoring and enhancing the overall quality of
11:09AM the coastal environment utilizing and preserving all coastal resources consistent with sound conservation principles, including restricting development activities.
The current R-2PK zoning requires a
11:10AM minimum of 30 percent of the lot be pervious. Changing it to CGPK allows the number to be reduced in half, to 15 percent. And I think although those current uses don't currently have that much pervious surface, by rezoning
11:10AM you do allow that use because as you said earlier you have to consider all uses within a zoning code as you entertain this request.
With that being said, I would again urge the Escambia County Planning Board to deny
11:10AM this request. Thank you.

MR. BRISKE: Thank you, sir.
Ms. Banta, any questions of Mr. Canfield?
MS. BANTA: Yes. I believe I'm going to just very simply state that we have more CGPK properties on that strip than we have R-2PK. And so with that in mind, it seems like it would be simpler to make these four properties CGPK and that would bring more conformity to the area.
MR. BRISKE: That's not a question, but just a statement, Ms. Banta?
MS. BANTA: Yes, that was a statement.
MR. CANFIELD: I would just remind that rezoning issues are also about use issues and the current use, even though some of these properties are zoned for commercial development, they are currently used for residential purposes for low and medium residential development by your own code definitions, so I think that use should be maintained as it relates to zoning considerations. Thank you.
MR. BRISKE: Thank you, sir.
Ms. Mae Dean. Yes, ma'am, you still are under oath from your previous testimony and

please just state your name and address again for the record.
(Testimony by Mae Dean, previously sworn.)
MS. DEAN: My name is Mae Dean and I live at 13396 Gongora Drive, Pensacola, Perdido Key. Like I said I am the president of the Perdido Key Association. We have 500 members. We're devoted to the plan for growth of Perdido Key. And all the same arguments certainly apply to this property as to the last property I spoke to. I did sort of reorganize those.
MR. BRISKE: Restate those.
MS. DEAN: I reorganized them as to the criteria so it will be a little different. I'm opposed to this under these different criteria.
Criterion (3), all of these properties are really developed at the R-3PK level except for the RV park, and so to be compatible with the surrounding areas it should be R-3PK.
Number (4), the changed condition would be the implementation of the Perdido Key Master Plan or overlay district, so that would be considered a changed condition.

Number (5), the effect on the natural environment, the impervious area is too great in the CGPK. It should be an R-3PK, which is 30 percent impervious. There's wetland directly across the street and downhill from this property, and there's a lot of flooding in that area and I don't believe that it's in alignment with Criterion Number (5).
Criterion Number (6), the development pattern, back to that. It's only that of a R-3PK and allowing a commercial designation for hotels, restaurants and bars is not good for that area.
Also, an overlay district, I'm sure you're all familiar with the Harris Act and if we do apply an overlay district or a change in zoning, it will be challengeable by way of the Harris Act in that area. I mean, we don't want to put ourselves in the position to down zone property. I mean, that is a problem. We know that because of the Harris Act and if you had -- the last property and this property go with an R-3PK, you eliminate that problem and it would be residential and contiguous with other properties surrounding it.

So I don't know. I know you're just going to go -- thank you for listening to me. I appreciate it and I'll see y'all later. Thank you.
MR. BRISKE: Ms. Banta, any cross-examination, questions or?
MS. BANTA: I believe it was just stated that this property was in a flood zone and I would like to differ. It is not. It was just in this past year that when we learned what flooding was that we did apply for flood insurance, but our property to the west has never flooded. Even through Ivan we did not suffer that much damage and we did not have a flood on our road. I just wanted to state that.
MR. BRISKE: Ms. Clovis Harper. She left.
George Baughman. Sir, you're still under oath. Please state your name and address for the record.
(Testimony by George Baughman, previously sworn.)
MR. BAUGHMAN: George Baughman, 13840 River Road, River Colony Condominiums.
We strongly opposed the rezoning of this

property. And as you asked us before, if reasons have been given for this don't go back into them again. In view to save time I won't do that. I think all these objections have been stated.

11:16AM

I do think that when Mae got up here a while ago she didn't, I don't believe she meant that this lady's property was wetlands. I think she was talking about the property across River Road and the golf course community, if I'm not mistaken. Okay. So we don't contest that her property is in that situation.

11:17AM

Again, I'm shaking my head because I still can't believe the other one was approved, but I hope that you will turn this one down. There is such a thing as a transitional zone. We live in a three story condominium, low density situation. The house next door to us is approximately ten or 15 feet from the property line, so, yes, we look directly into the side of their house and their driveway. So if this is approved, here again we can be looking at a high rise, quote, whatever, next door to us and still be in this situation with

11:17AM

11:18AM

a ten story wall next to us, so we have things to lose, too.

I would move that the Board leave this property zoned as it is and the other -- this Comprehensive Plan that you've been talking about, you said it has not been put into effect yet. So I would ask that you hold off on these rezonings until this comprehensive board has a chance to come forward with their suggestions on this and not go ahead and do the rezoning now. Let's not put the cart before the horse.

11:18AM

11:18AM

That's all I have to say. Thank you very much for listening.

MR. BRISKE: Thank you, sir.

11:19AM

Ms. Banta, any questions or rebuttal? No? Okay.

Arlene Baughman, do you wish to speak?

UNIDENTIFIED SPEAKER: I was going to give my minutes to George.

11:19AM

MR. BRISKE: Do you wish to have more time, sir?

MR. BAUGHMAN: Not now, no. I didn't make my three minutes, did I?

MR. BRISKE: You came up a little bit

11:19AM

short.

Mr. Henderson, Dan Henderson. Sir, you are also still under oath. Please state your name and address for the record again.

11:19AM

(Testimony by Dan Henderson, previously sworn.)

MR. HENDERSON: Dan Henderson, 14071 Waterview Drive, Perdido Key.

MR. BRISKE: Go ahead.

11:19AM

MR. HENDERSON: I'm just going to be very brief. I've been to countless hearings before the various boards and commissioners' meetings and everything else and I'm not sure exactly who goes out and looks at these properties, but it's apparent to me that the Board itself doesn't do it, so they have inspectors. It's just frustrating to see things on site that are in your neighborhood and then to have a board that probably hasn't seen the properties, they don't see the things on site, and the problems that are apparent to those that live there.

11:20AM

11:20AM

I know Horace and some of his board, I guess, some of his members might be the ones that go out and inspect these sites, but I

11:20AM

can't stress enough from my neighborhood that there's one that was used as a squalor site and various problems that have developed out there with these kind of things. Without y'all being able to look at it and see it I don't know how you can make an educated decision. Thank you.

11:21AM

MR. BRISKE: Thank you, sir.

Ms. Banta, any questions of Mr. Henderson?

MS. BANTA: I would like to make a statement. I understand where these people are coming from. I've been there for 40 years. I reared two boys in that home. There's nothing harder for me than to say my home is for sale. I planned to live there the rest of my life. I've seen many many changes since 1972 on the Key.

11:21AM

11:21AM

You say not to deal with the traffic; we deal with the traffic every day. But what I would like to say is it seems to me that to be consistent with what you have proposed that these criterion, that it seems to me that going to CGPK -- my mind now is just flooded with so many things that I would like to say but I'm prohibited to do so because of your

11:21AM

11:22AM

rules and regulations.
However, I would like to say that it seems that it would be more consistent with the plan to go to CGPK. Then when the property sold
11:22AM whoever buys it will then have to present their plan to be approved, which we can make an argument with that at that time. There's no one better than I who would like to see this property developed in the right way and I
11:22AM can see if I rode down River Road ten years from now I would rather see a condominium where my home stands now that brings families in to enjoy what I have enjoyed for so many years.
11:22AM And I tell you Perdido Key is like a little heaven on earth. If you've never lived there and you don't live there, and I'm really sad that I must sell, because I do not want to live in the shadow of what is to come. And I
11:23AM can't explain it any better than that.
MR. BRISKE: Mr. Richard Leyser. Sir, you are still under oath from your previous testimony and please state your name and address again for the record.
11:23AM (Testimony by Richard Leyser, previously

sworn.)
MR. LEYSER: Richard Leyser, 14840 River Road. Again I would just like to voice my opposition to the change based on Criterion
11:23AM (3) and (6). And it sounds to me like if the young lady here was staying with us she would be opposed to it, too. Thank you.
MR. BRISKE: Thank you, sir.
Questions, Ms. Banta? Okay.
11:24AM Alan Dennis. Oh, I'm sorry, Ms. Banta.
MS. BANTA: I would like to repeat that I at one time was on their side until I am now forced to be in the position that I am in with the property next door being zoned CGPK.
11:24AM MR. BRISKE: Okay. Thank you.
Mr. Dennis. Again, sir, you are still under oath from previous testimony. Give your name and address, please.
(Testimony by Alan Dennis, previously
11:24AM sworn.)
MR. DENNIS: Alan, A-L-A-N, Dennis, D-E-N-N-I-S, 16401 Perdido Key Drive. I was told in this last meeting, I know we don't bring that forward, but that that property is
11:24AM not for sale, but I have to -- I would like to

for the record just give an advertisement that is now -- a real estate advertisement that is now online: Calling all investors and developers. This parcel of land is located on
11:25AM River Road and is 1.27 acres. That includes 100 feet of intracoastal waterfront. This property is zoned R-2PK and is currently in the rezoning process. Next door are two parcels with 100 feet of water on each side --
11:25AM they give the addresses, the multiple listing addresses -- that are zoned CGPK, and one additional parcel that is 100 feet of waterfront -- it gives the multiple listing for that -- that is zoned R-2 and currently in
11:25AM the rezoning process.
This is the important part. This would be a total of 400 feet on the intracoastal and 7.85 total acres. These parcels are to be purchased together, but listed at one point
11:25AM eight million dollars for each parcel. It's a great location for development and these four parcels are currently situated between condos on both sides. Again, these parcels are to be purchased together.
11:26AM That pretty much says what the intent of

the zoning is and we're back to the use situation again. And I just think you've got to give it good consideration, we all should, because I think it's in the news that this is
11:26AM going to be some type of development project out there. And I think you might want to enter that into some of your calculations and some of your decisions that you're making regarding this parcel.
11:26AM Of course, I'm against the rezoning of the property. Thank you very much.
MR. BRISKE: Thank you, sir.
Ms. Banta, anything? Okay. All right.
That's the last speaker that has signed
11:26AM up. Is there anyone else who has not spoken?
Yes, sir.
UNIDENTIFIED SPEAKER: I thought I put both on the form, but apparently I need to fill out another form.
11:27AM MR. BRISKE: Come on forward, sir. I'm sorry if I missed that.
MR. JONES: We will get a form after your statement.
MR. BRISKE: Yes, sir, you did and I
11:27AM missed it because I was looking for one for

each case, but you are still under oath, sir. This is Mr. Krupnick?

MR. KRUPNICK: Yes.

MR. BRISKE: Go ahead, sir. Your name and address for the record.

(Testimony by Charles Krupnick, previously sworn.)

MR. KRUPNICK: Charles Krupnick, and I live at 14500 River Road, Unit 203.

You know, to reiterate what I said at the earlier discussion -- and I'm a full-time resident and also a member of the Perdido Key Association, so I certainly agree with the statements made by our president, Mae Dean.

Criterion probably (1), (3) and (6) are generally touched upon by my comments, but it's again the notion of these ad hoc changes and as Mr. Dennis pointed out, there's likely to be a full scale development of the several properties there. This is going to create facts on the ground, facts on the ground that can't be reversed easily. And so, again, we get back to the usage and the real need for a master plan, you know, one was available about a year ago or so but was not accepted.

Having this proposal approved CGPK it really creates a very open almost unfettered criteria for development recognizing that there are other gates to go through as was eloquently stated earlier.

And I go back to the example of the kayak launch facility and all of a sudden, and I ride my bike there all the time, there's this sort of commercial facility where there wasn't any at all on that particular north side stretch of River Road.

So I appreciate the dilemma of the current owner who doesn't like looking at these walls. I also appreciate the free market. You know, selling those parcels together is likely to create a significant financial gain. But I think, again, the need for a comprehensive plan for the island is going to be set back a good deal if these parcels are rezoned and then the kind of development that is likely to happen and as spoken of before does occur.

Thank you again for this public opportunity.

MR. BRISKE: Thank you, sir. Is there anyone else who has not spoken yet that would

like to speak? Hearing none we will hereby close the public comment portion. We will not accept any more public comments for the case.

Ms. Banta, your closing comments, please.

(Closing comments by Ms. Banta.)

MS. BANTA: The only thing I have to say I believe I've already said. I couldn't state it any better way. But I still believe that all four parcels or the two parcels in question today should be CGPK in conformity with your criteria.

MR. BRISKE: Board members, any question of the applicant or staff? The Chair will entertain a motion or discussion.

Mr. Wingate.

(Motion by Mr. Wingate.)

MR. WINGATE: Mr. Chairman, I move that Case Z-2015-02 be approved with staff's recommendations for the criteria.

MR. BRISKE: Accepting the staff's Findings-of-Fact?

MR. WINGATE: Yes.

MR. BRISKE: Do we have a second?

MR. LOWERY: I'll second.

MR. BRISKE: A motion and a second.

Further discussion? All those in favor, say aye.

(Board members vote.)

MR. BRISKE: Opposed?

(None.)

MR. BRISKE: The motion carries unanimously.

(Motion passed unanimously.)

(Conclusion of Case Z-2015-02.)

MR. BRISKE: All right. At this time that is our last case for the quasi-judicial hearing. If there's no other business, we will go into adjournment on that and we're going to take about a five minute break here to give everybody a chance to move out and go into the Planning Board meeting. Let's come back to order at about 11:35.

(The quasi-judicial proceedings concluded at 11:31 a.m.)

CERTIFICATE OF REPORTER

STATE OF FLORIDA
COUNTY OF ESCAMBIA

I, LINDA V. CROWE, Court Reporter and Notary Public at Large in and for the State of Florida, hereby certify that the foregoing Pages 2 through 148 both inclusive, comprise a full, true, and correct transcript of the proceeding taken on Tuesday, January 6, 2015; that said proceeding was taken by me stenographically, and transcribed by me as it now appears; that I am not a relative or employee or attorney or counsel of the parties, or relative or employee of such attorney or counsel, nor am I interested in this proceeding or its outcome.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on 16th day of January 2015.

/ss_____
LINDA V. CROWE, COURT REPORTER
Notary Public - State of Florida
My Commission No.: EE 860695
My Commission Expires: 02-05-2017

Planning Board-Rezoning **5. B.**

Meeting Date:	01/06/2015
CASE :	Z-2015-02
APPLICANT:	Linda H Dunson Banta, Owner
ADDRESS:	13900 River Road
PROPERTY REF. NO.:	14-3S-32-1001-000-129
FUTURE LAND USE:	MU-PK, Mixed-Use Perdido Key
DISTRICT:	2
OVERLAY DISTRICT:	N/A
BCC MEETING DATE:	02/05/2015

SUBMISSION DATA:
REQUESTED REZONING:

FROM: R-2PK, Residential District (Perdido Key), Medium Density (4.5 du/acre)

TO: CGPK, (Perdido Key) Commercial Gateway District, High Density (12.5 du/acre)

RELEVANT AUTHORITY:

(1) Escambia County Comprehensive Plan
(2) Escambia County Land Development Code
(3) Board of County Commissioners of Brevard County v. Snyder, 627 So. 2d 469 (Fla. 1993)
(4) Resolution 96-34 (Quasi-judicial Proceedings)
(5) Resolution 96-13 (Ex-parte Communications)

CRITERION (1)
Consistent with the Comprehensive Plan.
Whether the proposed amendment is consistent with the Comprehensive Plan.

Comprehensive Plan (CPP) FLU 1.1.1 Development Consistency. New development and redevelopment in unincorporated Escambia County shall be consistent with the Escambia County Comprehensive Plan and the Future Land Use Map (FLUM).

CPP FLU 1.3.1 Future Land Use Categories. The Mixed-Use Perdido Key (MU-PK) category is intended for a complimentary mix of residential, commercial and tourism (resort) related uses which provides for single family and multi-family residential; condominiums, hotels/motels, commercial, active and passive recreational facilities, plazas and other civic uses; public and quasi-public facilities (including government facilities, public utilities, religious facilities and organizations). The uses allowed in the commercial district include a full range of commercial enterprise activities and are contingent upon conformity of such uses with all requirements of this Plan and the Perdido Key zoning regulations, thereby assuring that such commercial development is undertaken in an environmentally sensitive manner. When using density transfers, densities may not be transferred to parcels south of Perdido Key Drive. The maximum residential density is 25 dwelling units per acre, maximum intensity is 6.0 Floor Area Ratio (FAR). Residential development in the MU-PK FLUM category shall be limited to 7,150 dwelling units and 1,000 lodging units.

CPP FLU 1.5.3 New Development and Redevelopment in Built Areas. To promote the efficient use of existing public roads, utilities and service infrastructure, the County will encourage redevelopment in underutilized properties to maximize development densities and intensities located in the Mixed Use-Suburban, Mixed Use-Urban, Commercial and Industrial Future Land Use districts categories (with the exception of residential development).

FINDINGS

The proposed amendment to CGPK **is consistent** with the intent and purpose of Future Land Use category MU-PK, as stated in CPP FLU 1.3.1. The proposed amendment is consistent with the intent of CPP 1.5.3. as it does promote the efficient use of the existing roads and the established utilities and infrastructure. Mixed-Use Perdido Key allows for residential and non-residential uses with a maximum density of 25 dwelling units per acre. The CGPK Future Land Use category allows residential rezoning to districts with higher residential densities.

CRITERION (2)

Consistent with The Land Development Code.

Whether the proposed amendment is in conflict with any portion of this Code, and is consistent with the stated purpose and intent of this Code.

6.05.08. R-2PK Residential District (Perdido Key), Medium Density. A. Intent and purpose of district. This district is intended to be a medium population density residential area that recognizes the desirability of maintaining open space. The maximum density is 4.5 dwelling units per acre. Refer to the Escambia, County Comprehensive Plan and latest amendments, specifically Policy FLU 1.3.1, regarding dwelling and lodging unit caps on Perdido Key. Refer to article 11 for uses, heights and densities allowed in CCPK areas located in the Airport/Airfield

Environs.

6.05.15.02. CGPK (Perdido Key) Commercial Gateway District. A. Intent and purpose of district. This district is intended to provide gateways (entryways) into Perdido Key, providing an identity for Perdido Key as a visually attractive, family style, resort community. The district is characterized by resort-related commercial uses, including hotels and motels, as well as high density residential development. The maximum density is 12.5 dwelling units per acre. Refer to the Escambia, County Comprehensive Plan and latest amendments, specifically Policy FLU 1.3.1, regarding dwelling and lodging unit caps on Perdido Key. Refer to article 11 for uses, heights and densities allowed in CCPK areas located in the Airport/Airfield Environs.

FINDINGS

The proposed amendment **is consistent** with the intent and purpose of the Land Development Code. The parcel is adjoining a already zoned parcel one to the west zoned CGPK which will make a more smooth transition along River Road if this amendment is approved.

CRITERION (3)

Compatible with Surrounding Uses.

Whether and the extent to which the proposed amendment is compatible with existing and proposed uses in the area of the subject property(s).

FINDINGS

The proposed amendment **is compatible** with surrounding existing uses in the area. Within the 500' radius impact area, staff observed properties with zoning districts R-2PK, CGPK, and PRPK. Some of the nearby uses are Sailmaker's Place Condominium two vacant parcels and seven single family homes.

CRITERION (4)

Changed conditions.

Whether and the extent to which there are any changed conditions that impact the amendment or property(s).

FINDINGS

Staff found **no changed** conditions that would impact the amendment or property(s). Property located at 13922 River Road had applied for a rezoning case for June 27, 2005, case number Z-2005-22 but the agent tabled the case and never came back for a rezoning hearing. Staff had no recommendation at that time.

CRITERION (5)

Effect on natural environment.
Whether and the extent to which the proposed amendment would result in significant adverse impacts on the natural environment.

FINDINGS
According to the National Wetland Inventory, wetlands and hydric soils **were not** indicated on the subject property. Environmental management saw no adverse impacts that would affect the property in this rezoning amendment. When applicable, further review during the Site Plan Review process will be necessary to determine if there would be any significant adverse impact on the natural environment.

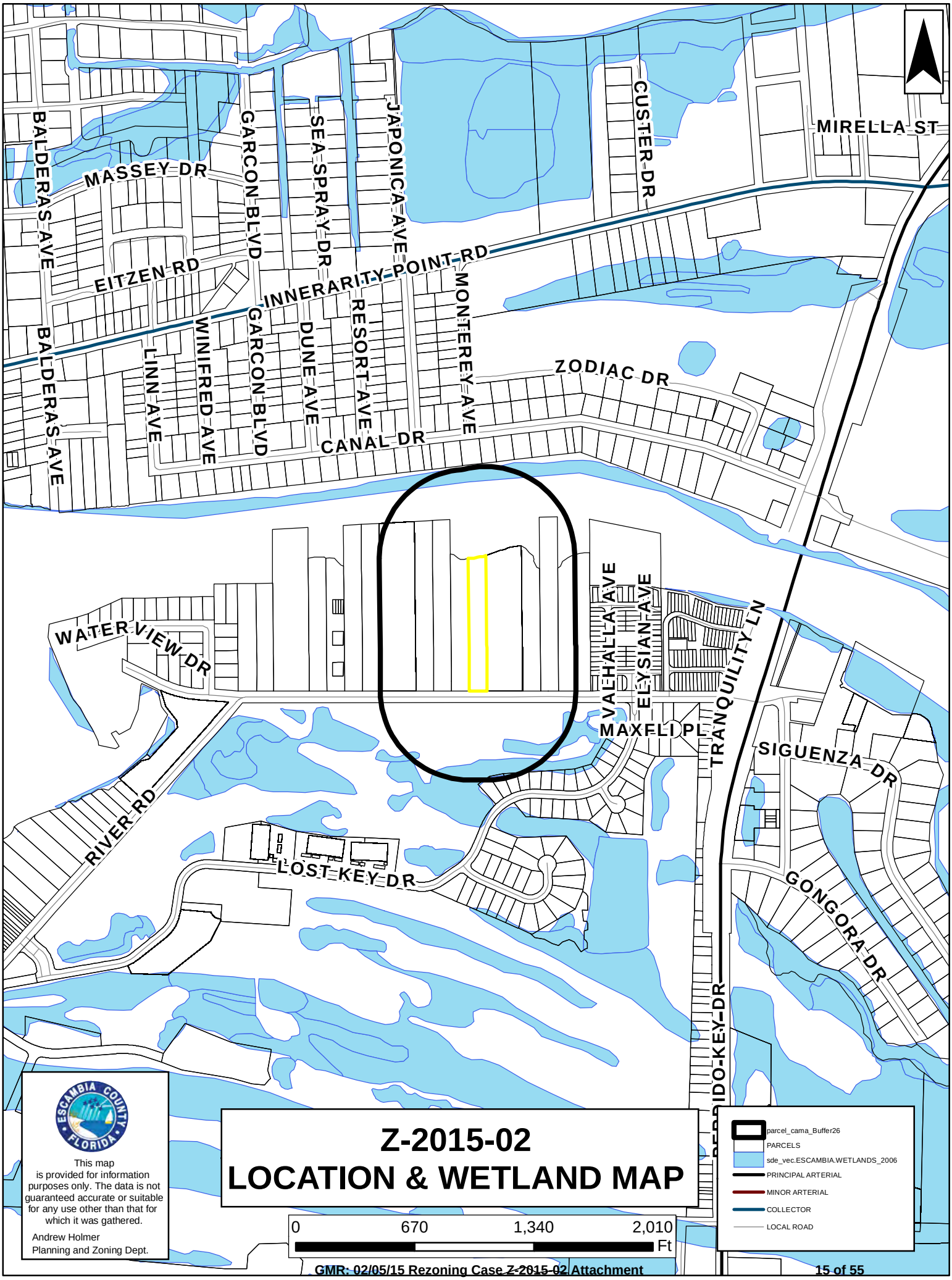
CRITERION (6)

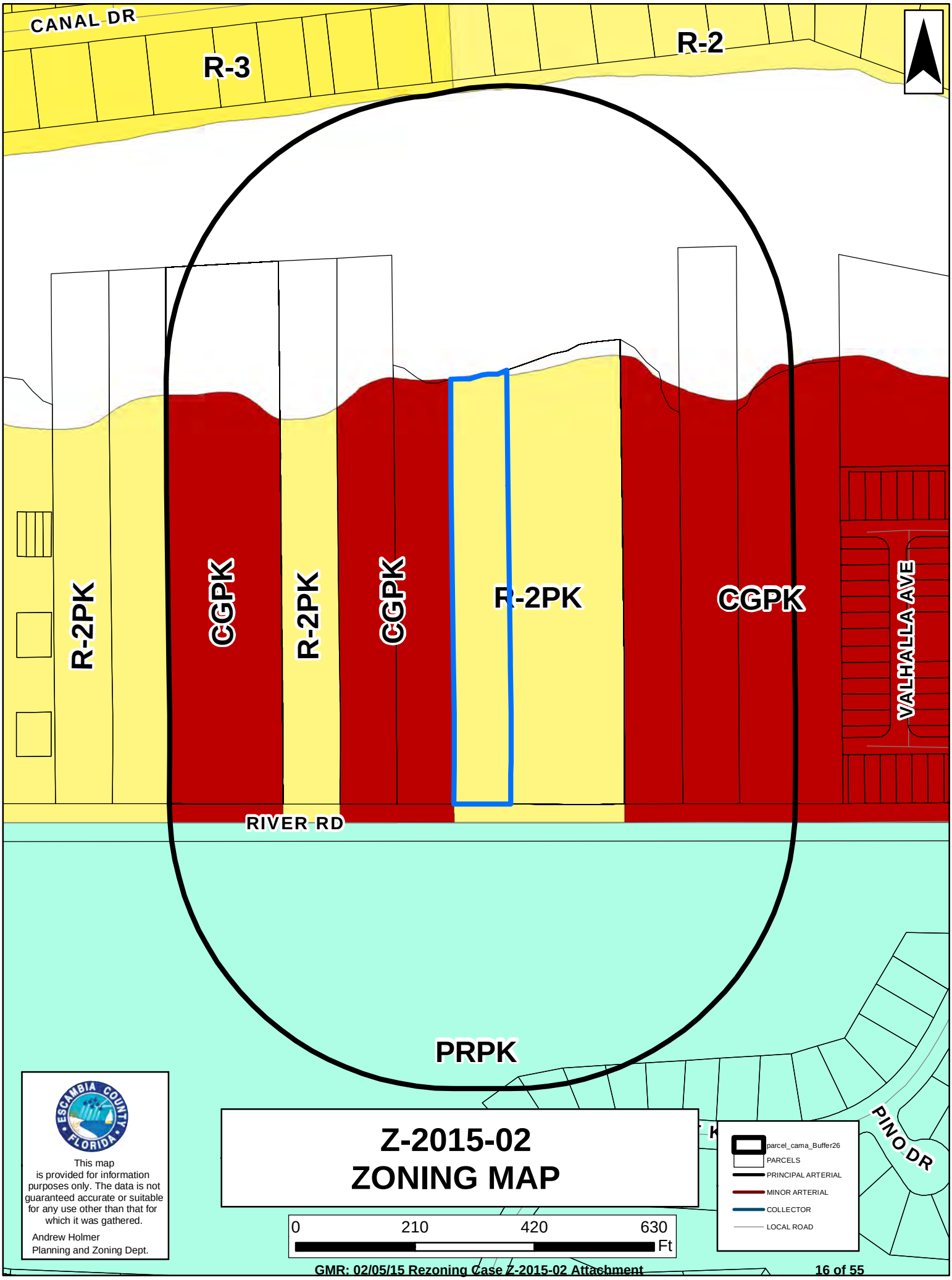
Development patterns.
Whether and the extent to which the proposed amendment would result in a logical and orderly development pattern.

FINDINGS
The proposed amendment **would result** in a logical and orderly development pattern because the adjoining parcel to the west is already zoned CGPK. The zoning change would alleviate a single R-2PK less intense zoned parcel that is adjoined to the west by already existing CGPK zoned parcels to make a more seamless and better transition for the zoned properties along River Road.

Attachments

Z-2015-02

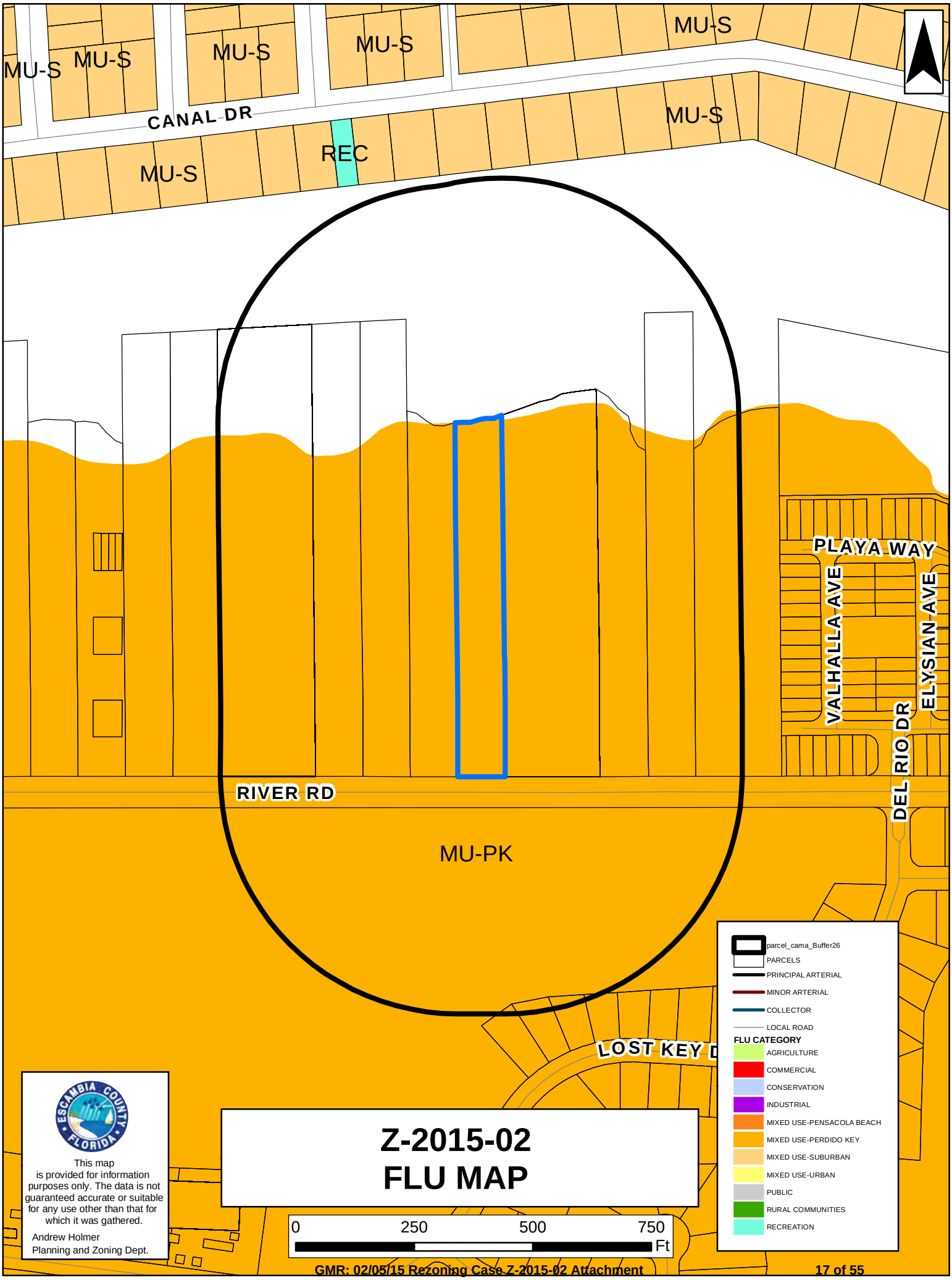

MIRELLA ST
CUSTER DR
JAPONICA AVE
SEA SPRAY DR
GARCON BLVD
MASSEY DR
BALDERAS AVE
EITZEN RD
INNERARITY POINT RD
MONTEREY AVE
RESORT AVE
DUNE AVE
WINIFRED AVE
LINN AVE
ZODIAC DR
CANAL DR
WATER VIEW DR
VALHALLA AVE
ELYSIAN AVE
TRANQUILITY LN
MAXFLI PL
SIGUENZA DR
RIVER RD
LOST KEY DR
GONGORA DR
PERDIDO KEY DR
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.
Z-2015-02
LOCATION & WETLAND MAP
0
670
1,340
2,010
Ft
parcel_cama_Buffer26
PARCELS
sde_vec.ESCAMBIA.WETLANDS_2006
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD



Z-2015-02
ZONING MAP

This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

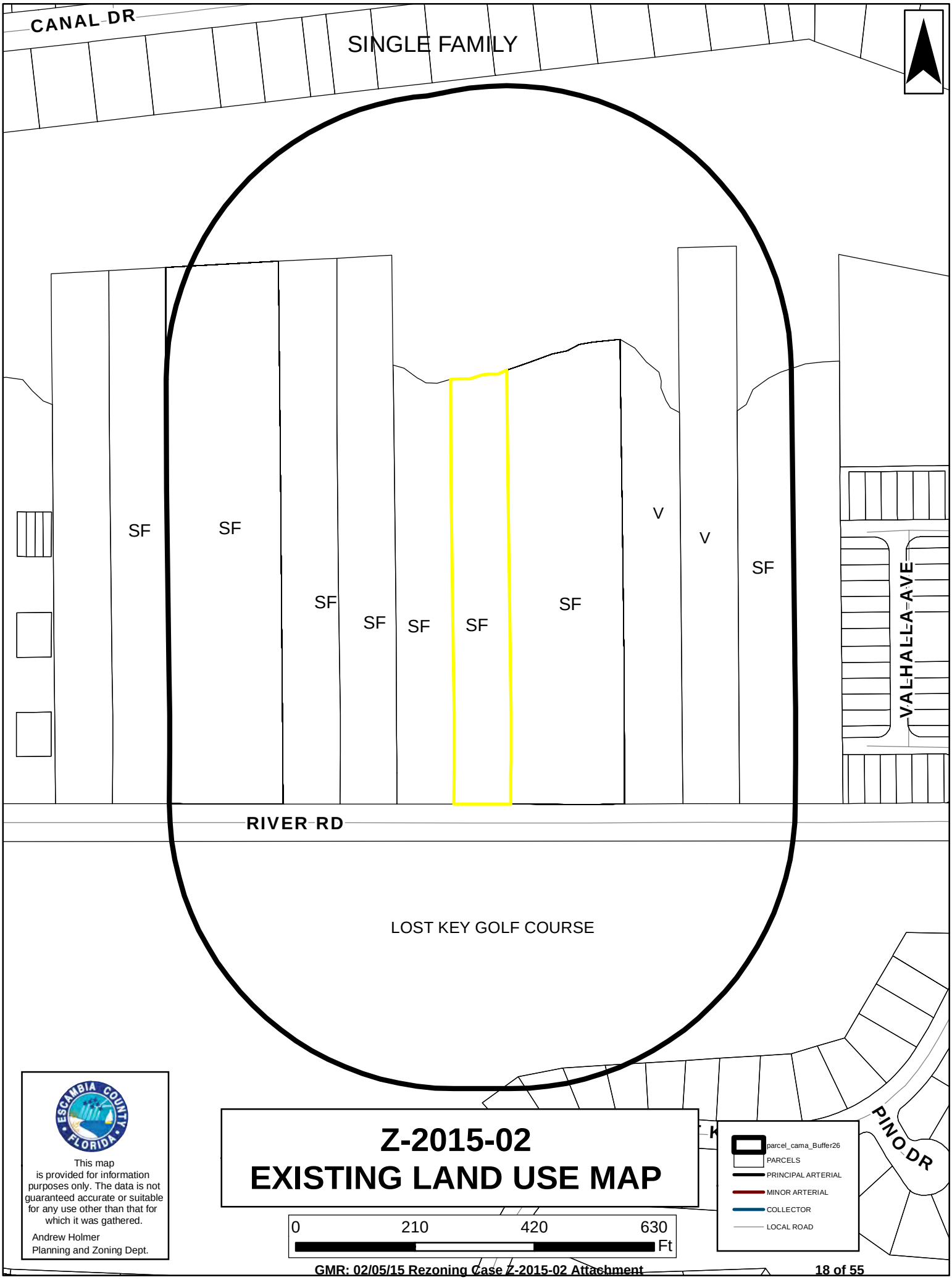
Andrew Holmer
Planning and Zoning Dept.



Z-2015-02
FLU MAP

This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

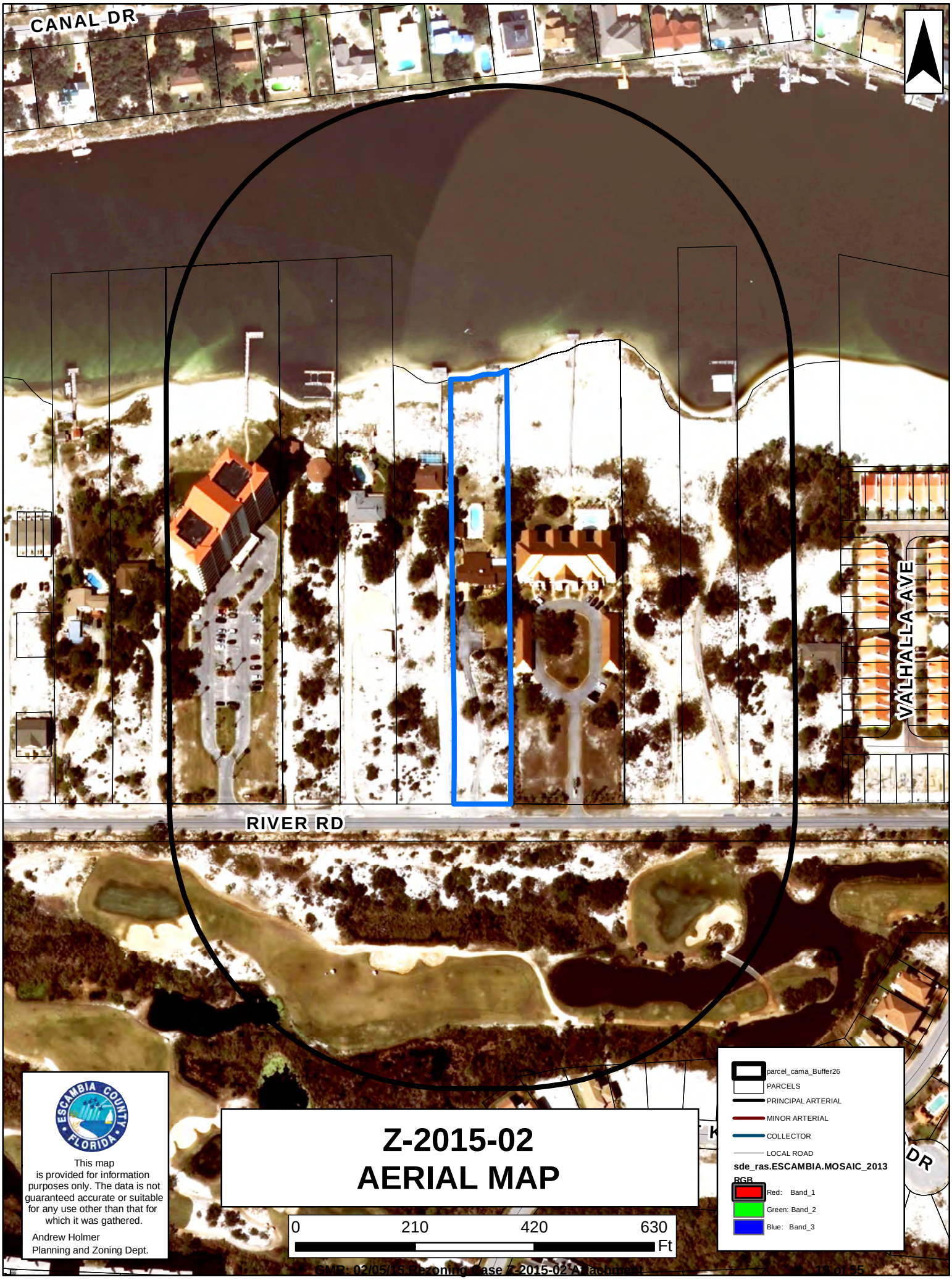
Andrew Holmer
Planning and Zoning Dept.



Z-2015-02
EXISTING LAND USE MAP

This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.



Z-2015-02
AERIAL MAP

ESCAMBIA COUNTY FLORIDA

This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.



Public Hearing Sign


NOTICE OF
PUBLIC HEARING
REZONING
CASE NO.: Z-2015-02
CURRENT ZONING: R-2PK
PROPOSED ZONING: CGPK
PLANNING BOARD
DATE: 01/06/15 TIME: 8:30 AM
LOCATION OF HEARING
ESCAMBIA COUNTY CENTRAL OFFICE COMPLEX
3363 WEST PARK PLACE
BOARD MEETING ROOM
BOARD OF COUNTY COMMISSIONERS
DATE: 02/05/15 TIME: 5:01 PM
LOCATION OF HEARING
ESCAMBIA COUNTY GOVERNMENT CENTER
221 PALAFOX PLACE
1ST FLOOR BOARD MEETING ROOM
FOR MORE INFORMATION ABOUT THIS CASE PLEASE CALL
DEVELOPMENT SERVICES AT 595-3475 OR VISIT
WWW.MYESCAMBIA.COM
PLEASE DO NOT REMOVE THIS SIGN
PROPERTY OF ESCAMBIA COUNTY



Looking Southeast along River Road



Looking Southwest along River Road



Looking West along River Road



Looking Northwest along River Road



Looking North Onto the Subject Property



Looking Northeast along River Road

Rezoning for 13900 River Road, Pensacola, FL 32507

The request is for 13900 River Road to be rezoned from current zoning R2-PK to CGPK. The two adjoining properties to the west have been rezoned and are currently CGPK. The property to the east is a multifamily development. Many of the properties along this portion of River Road have been rezoned to CGPK to accommodate the development of condominium complexes.

1. Consistency with the Comprehensive Plan. The Comprehensive Plan allows for mixed use in the Commercial Gateway Perdido Key (CGPK) area. Commercial development surrounds this parcel located at 13900 River Road. The Gateway to Perdido Key allows for a complimentary mix of residential, commercial and tourism (resort) related uses.

Rezoning this property is in keeping with the plan to enhance the CGPK area as outlined. The public would be best served by providing more commercial opportunity to the Gateway to Perdido Key by rezoning the above referenced parcel to more closely resemble the two adjoining parcels to the west and the multi-family residences to the east and the condominium towers slightly further to the west and the condominium towers directly across River Road in Lost Key Plantation. This rezoning is in keeping with the rezoning that recently took place on River Road to allow for the Sailmaker Condominium complex and to the east of this parcel, Banana Bay, a large multifamily townhome/resort complex.

2. Consistency with the Code. Rezoning this parcel is in keeping with the stated purpose and intent of the land development code, Section 2.08.00 and therefore furthers the goals, objectives and policies of the Comprehensive Plan is is not in conflict with any portion of the county's Land Development Code.

Rezoning of this parcel does not constitute "spot zoning" as rezoning of this parcel is in keeping with the zoning to the immediate east and west of this parcel and would make this parcel compatible with many parcels on River Road.

The rezoning does not create an intrusion of commercial or industrial uses into an established residential area, but would serve to enhance this area and promote the very definition of Commercial Gateway Perdido Key.

The proposed rezoning and the developmental permitting would not detract from the character and quality of life in the general area as the rezoning would only be more in line with the structures and resort areas that are directly located within close proximity to this property creating a logical and orderly development pattern by bringing this property in line with the surrounding properties as it relates to the zoning and promotes the gateway to the resort areas of Perdido Key.

3. Compatability with surrounding uses. The subject property is one of the few parcels on River Road NOT zoned CGPK. There is a resort golf community with single family residences and several high rise condominium towers across the street with a multitude of resort amenities open to the public and to seasonal visitors to the Perdido Key area. To the east and west of this parcel, there are condominiums and resort townhome properties that allow for long term and short term rentals as well as second homes and primary residences located within these complexes. This property is currently NOT compatability with the surrounding uses and should be rezoned to CGPK.

4. Changed conditions. Several years ago, most of the parcels located along River Road were in fact zoned for Residential use. However, developers were able to have many parcels rezoned in order to accommodate the introduction of condominium complexes and to support and promote the resort lifestyle in Perdido Key. The subject parcel has not been rezoned, but the changed surrounding conditions certainly support the rezoning of this parcel to be more in line with the true definition of CGPK.

5. Effect on Natural Environment. To my knowledge, there are no wetlands located on the property and this property is not located in the Beach Mouse Habitat area. Therefore, there would most likely be no effect on the natural environment.

6. Development patterns. The intent of a commercial gateway district is to provide gateways or entryways into specific areas with very distinct uses. The identity of Perdido Key is a family style, resort community offering a multitude of options for living, lodging, dining and resort related activities. The River Road area is a prime location for development that would promote this type of gateway which would in turn provide an attractive entryway to Perdido Key and offer a more quiet, tranquil option for lodging and/or second home buyers than perhaps some of the available options on the Gulf of Mexico side therefore bringing more guests to the area and generating more revenue.

Development Services Department
Escambia County, Florida

APPLICATION

Please check application type:

☐ Administrative Appeal

☐ Development Order Extension

☐ Conditional Use Request for: _____

☐ Variance Request for: _____

☒ Rezoning Request from: R-2PK to CGPK

Name & address of current owner(s) as shown on public records of Escambia County, FL

Owner(s) Name: Linda H Dunson Banta Phone: 850-516-2774

Address: 13900 River Road Pensacola, FL 32507 Email: ninna@dcsystems.net

☐ Check here if the property owner(s) is authorizing an agent as the applicant and complete the Affidavit of Owner and Limited Power of Attorney form attached herein.

Property Address: 13900 River Road, Pensacola, FL 32507

Property Reference Number(s)/Legal Description: 14353210010000129 - E100FT OF LT129 Gulf Beach SLD PB4 PG52 Sec 14|26|27|34|35 T3S R32W OR 1147 P230

By my signature, I hereby certify that:

1) I am duly qualified as owner(s) or authorized agent to make such application, this application is of my own choosing, and staff has explained all procedures relating to this request; and

2) All information given is accurate to the best of my knowledge and belief, and I understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application; and

3) I understand that there are no guarantees as to the outcome of this request, and that the application fee is non-refundable; and

4) I authorize County staff to enter upon the property referenced herein at any reasonable time for purposes of site inspection and authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County staff; and

5) I am aware that Public Hearing notices (legal ad and/or postcards) for the request shall be provided by the Development Services Bureau.

Linda H. Dunson Banta — Signature of Owner/Agent

Linda H Dunson Banta — Printed Name Owner/Agent

11/19/14 — Date

_____ — Signature of Owner

_____ — Printed Name of Owner

_____ — Date

STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21st day of November 20 14

by Linda H. Dunson Banta.

Personally Known ☐ OR Produced Identification ☐. Type of Identification Produced: Drivers License

_____ — Signature of Notary (notary seal must be affixed)

LISA A DURANT — Printed Name of Notary

NOTARY PUBLIC STATE OF FLORIDA

LISA A. DURANT
MY COMMISSION # EE 853148
EXPIRES: December 10, 2016
Bonded Thru Budget Notary Services

FOR OFFICE USE ONLY CASE NUMBER: Z-2015-02

Meeting Date(s): PB 1/6/2015, BCC 2/2015 Accepted/Verified by: A Cain Date: 12/3/14

Fees Paid: $1,270.50 Receipt #: _____ Permit #: PRZ14200025

3363 West Park Place Pensacola, FL 32505
(850) 595-3475 * FAX: (850) 595-3481

3/2014

Development Services Department
Escambia County, Florida

FOR OFFICE USE:
CASE #: Z-2015-02

CONCURRENCY DETERMINATION ACKNOWLEDGMENT

For Rezoning Requests Only

Property Reference Number(s): 14 3S 32 1001 000129

Property Address: 13900 River Rd Pensacola, FL 32507

I/We acknowledge and agree that no future development for which concurrency of required facilities and services must be certified shall be approved for the subject parcel(s) without the issuance of a certificate of concurrency for the development based on the actual densities and intensities proposed in the future development's permit application.

I/We also acknowledge and agree that approval of a zoning district amendment (rezoning) or Future Land Use Map amendment does not certify, vest, or otherwise guarantee that concurrency of required facilities and services is, or will be, available for any future development of the subject parcels.

I/We further acknowledge and agree that no development for which concurrency must be certified shall be approved unless at least one of the following minimum conditions of the Comprehensive Plan will be met for each facility and service of the County's concurrency management system prior to development approval:

a. The necessary facilities or services are in place at the time a development permit is issued.

b. A development permit is issued subject to the condition that the necessary facilities and services will be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.

c. For parks and recreation facilities and roads, the necessary facilities are under construction at the time the development permit is issued.

d. For parks and recreation facilities, the necessary facilities are the subject of a binding executed contract for the construction of the facilities at the time the development permit is issued and the agreement requires that facility construction must commence within one year of the issuance of the development permit.

e. The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.3220, F.S., or as amended, or an agreement or development order issued pursuant to Chapter 380, F.S., or as amended. For transportation facilities, all in-kind improvements detailed in a proportionate fair share agreement must be completed in compliance with the requirements of Section 5.13.00 of the LDC. For wastewater, solid waste, potable water, and stormwater facilities, any such agreement will guarantee the necessary facilities and services to be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.

f. For roads, the necessary facilities needed to serve the development are included in the first three years of the applicable Five-Year Florida Department of Transportation (FDOT) Work Program or are in place or under actual construction no more than three years after the issuance of a County development order or permit.

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 19th DAY OF November, YEAR OF 2014.

Signature of Property Owner	Printed Name of Property Owner	Date
Linda H. Dunson Banta	Linda H Dunson Banta	11/19/14

3363 West Park Place Pensacola, FL 32505
(850) 595-3475 * FAX: (850) 595-3481

Development Services Department
Escambia County, Florida

APPLICATION INSTRUCTIONS

Prior to Application Submittal
Please contact the Development Services Department located at 3363 West Park Place (595-3475) to make an appointment for a pre-application meeting with a Planner to personally discuss your site and prospective plans for it, to review the application forms and criteria with you, to answer any questions you may have, and/or any possible alternatives.

Application Submittal
It is important for the application packet to be complete and on time in order to process and schedule your request for the required public hearing(s). In order for the application request to proceed in a timely manner, all items on the application forms and checklist (attached herein) must be completed and submitted prior to the deadline, scheduling a pre-application meeting with a Planner is recommended. Any incomplete application or application submitted after the deadline will not be accepted by staff.

The owner and/or agent acting in his/her behalf, must sign the certification(s) where indicated on the application. If an agent is handling the request, the owner **must** submit an Affidavit of Ownership & Limited Power of Attorney (attached herein) authorizing said agent to act in his/her behalf. Signatures must be properly notarized and dated no more than sixty (60) days prior to application submittal.

No guarantee is made for the approval of any petition. Fees are non-refundable regardless of the decision.

Public Hearing(s)
It is the Applicant's burden to show consistency with all applicable criteria. **NOTE:** The applicant, or his/her agent, must be present at the Board of Adjustment or Planning Board meeting. For rezoning requests, it is also highly recommended that he or she be present at the subsequent Board of County Commissioners meeting.

Public Notice
Per the Land Development Code Article 2: A legal notice/advertisement will be published in the Pensacola News Journal and a sign(s) will be posted on the property by Development Services Department (DSD) prior to the hearing. Current property owners near the subject property will be notified of the proposed request via postcard by DSD at least fifteen (15) days prior to the hearing (see table below). Staff will obtain the list of mailing addresses from the Escambia County Property Appraiser's Office website (escpa.org).

Application Type:	Who will receive a postcard? Property owners:
Rezoning	within 500 foot radius of the subject property
Conditional Use	
Administrative Appeal	
Conditional Use – Sale of Alcohol	within 500 foot radius of the subject property and any places of worship and/or day care facility within 1,000 feet
Variance	directly abutting the subject property (excluding properties across the street)

Fees
Payment must be submitted prior to 3pm of the closing date for acceptance of application. Please make checks payable to Escambia County. Development Services Department accepts MasterCard and Visa.

Board of Adjustment (BOA)	Planning Board – Rezoning
$1,270.50 - Conditional Use $423.50 - Variance $677.60 - Administrative Appeal $211.75 - Development Order Extension	$1,270.50 for a rezoning request of one parcel $2,117.50 for a rezoning request of two contiguous parcels* $2,117.50 plus $84.70 for each additional parcel for more than two contiguous parcels*

*Lots separated by a street or roadway or by other lots/parcels are not considered contiguous. All lots must be owned by the same applicant in order to receive the discounted fee.

Escambia County Property Appraiser
143S321001000129 - Full Legal Description

E 100 FT OF LT 129 GULF BEACH S/D PB 4 P 52 SEC 14/26/27/34/35 T 3S R 32 W OR 1147 P 230

This instrument prepared by:
M. J. MENGE, of
Shell, Fleming, Davis & Menge
Post Office Box 1831
Pensacola, Florida 32598

14-35-32-1001
10-3599-050

SFD&M: L 13-851

OFF REC BOOK 1147 PAGE 230

4.00
16.40
61.60
233.00

H/S(2)
Dis(1)

STATE OF FLORIDA

COUNTY OF ESCAMBIA

SPECIAL WARRANTY DEED

THIS INDENTURE, made this 28th day of September, 1977, by and between STOCKTON, WHATLEY, DAVIN & COMPANY, a Florida corporation, hereinafter called Grantor, and JAMES O. DUNSON and LINDA H. DUNSON, husband and wife, of Route 1, Box 992-D, Pensacola, Florida, their heirs, personal representatives, successors and assigns, hereinafter called Grantee,

ESCAMBIA COUNTY
050800
P.B. 1124
OCT-377
STATE OF FLORIDA DOCUMENTARY STAMP TAX DEPT. OF REVENUE
16.40

WITNESSETH:

Grantor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) in hand paid by the Grantee, and other good and valuable considerations, the receipt whereof is hereby acknowledged, hereby grants, bargains and sells to the Grantee, forever, the following described property, situate, lying and being in the County of Escambia, State of Florida, to-wit:

East 100.0 feet of Lot 129, Gulf Beach Subdivision, being a subdivision of a portion of Sections 14, 26, 27, 34 and 35, Township 3 South, Range 32 West, Escambia County, Florida, according to Plat recorded in Plat Book 4 at page 52 of the public records of Escambia County, Florida,

to have and to hold the above-described property with appurtenances, unto the Grantee forever.

Grantor specifically warrants the title to the above-described property and will defend such title against the lawful claims of any person whomsoever claiming by, through or under the said Grantor.

IN WITNESS WHEREOF, Grantor has caused this instrument to be signed and its seal affixed the day and year above written.

Signed, sealed and delivered in the presence of:

Bonnie H. Martin

Ellen C. Seaman

STOCKTON, WHATLEY, DAVIN & COMPANY, a Florida corporation

By: Hugh M. Graham
Its Vice President

STATE OF FLORIDA

ESCAMBIA COUNTY

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 28th day of September, 1977, by Hugh M. Graham Vice

to have and to hold the above-described property with appurtenances, unto the Grantee forever.

Grantor specifically warrants the title to the above-described property and will defend such title against the lawful claims of any person whomsoever claiming by, through or under the said Grantor.

IN WITNESS WHEREOF, Grantor has caused this instrument to be signed and its seal affixed the day and year above written.

Signed, sealed and delivered in the presence of:

Bonnie H. Martin

Ann C. Herman

STOCKTON, WHATLEY, DAVIN & COMPANY, a Florida corporation

By: Hugh M. Graham
Its Vice President

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 28th day of September, 1977, by Hugh M. Graham, Vice President of STOCKTON, WHATLEY, DAVIN & COMPANY, a corporation, on behalf of said corporation.

Ann C. Herman
Notary Public, State of Florida at large

My commission expires: Mar. 31, 1981

FILED & RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA CO. FLA. ON SEP 29 4 11 PM '77

8329 55

DOCUMENTARY SURTAX 60

FLORIDA DEPT. OF REVENUE 001-3777

ESCAMBIA COUNTY

ACCOUNT NUMBER	ESCROW CD	ASSESSED VALUE	MILLAGE CODE	PROPERTY REFERENCE NUMBER
10-3599-000		See Below	06	143S32-1001-000-129

2014 Real Estate 0066724.0000

OFFICE
(850) 438-6500
Ext. 3252

13900 RIVER RD
E 100 FT OF LT 129
GULF BEACH S/D PB 4 P 52
SEC 14/26/27/34/35 T 3S R
See Tax Roll for extra legal.

S - 013390 / 034228 1-60998 JMS43157
BANTA LINDA H DUNSON
13900 RIVER RD
PENSACOLA FL 32507-9679

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE AMOUNT	TAXES LEVIED
COUNTY	6.6165	198,779	50,000	148,779	984.40
PUBLIC SCHOOLS					
By Local Board	2.0850	198,779	25,000	173,779	362.33
By State Law	5.2370	198,779	25,000	173,779	910.08
WATER MANAGEMENT	0.0390	198,779	50,000	148,779	5.80
SHERIFF	0.6850	198,779	50,000	148,779	101.91
M.S.T.U. LIBRARY	0.3590	198,779	50,000	148,779	53.41

RETAIN THIS PORTION FOR YOUR RECORDS

ESCAMBIA COUNTY TAX COLLECTOR * P.O. BOX 1312 * PENSACOLA, FL 32591-1312

TOTAL MILLAGE 15.0215 AD VALOREM TAXES 2417.93

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	RATE	AMOUNT
FIRE		85.00

PLEASE PAY ONLY ONE AMOUNT SHOWN IN YELLOW SHADED AREA

QUESTIONS ON ITEMS IN THIS SECTION ONLY, CALL (850) 595-4960

NON-AD VALOREM ASSESSMENTS 85.00

COMBINED TAXES AND ASSESSMENTS	2502.93	PAY ONLY ONE AMOUNT	See reverse side for important information

Nov 30 2014	Dec 31 2014	Jan 31 2015	Feb 28 2015	Mar 31 2015	Apr 30 2015
$ 2402.81	$ 2427.84	$ 2452.87	$ 2477.90	$ 2502.93	$ 2578.02

AMOUNT DUE IF PAID BY

JANET HOLLEY, CFC
ESCAMBIA COUNTY TAX COLLECTOR

2014 Real Estate NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

ACCOUNT NUMBER	ESCROW CD	ASSESSED VALUE	MILLAGE CODE	PROPERTY REFERENCE NUMBER
10-3599-000		See Above	06	143S32-1001-000-129

2014 Real Estate 0066724.0000

13900 RIVER RD
E 100 FT OF LT 129
GULF BEACH S/D PB 4 P 52
SEC 14/26/27/34/35 T 3S R
See Tax Roll for extra legal.

BANTA LINDA H DUNSON
13900 RIVER RD
PENSACOLA FL 32507-9679

CURRENT YEAR TAXES BECOME DELINQUENT APRIL 1

PAY IN U.S. FUNDS TO ESCAMBIA COUNTY TAX COLLECTOR • P.O. BOX 1312 • PENSACOLA, FL 32591-1312 (850) 438-6500 Ext. 3252

AMOUNT DUE IF PAID BY

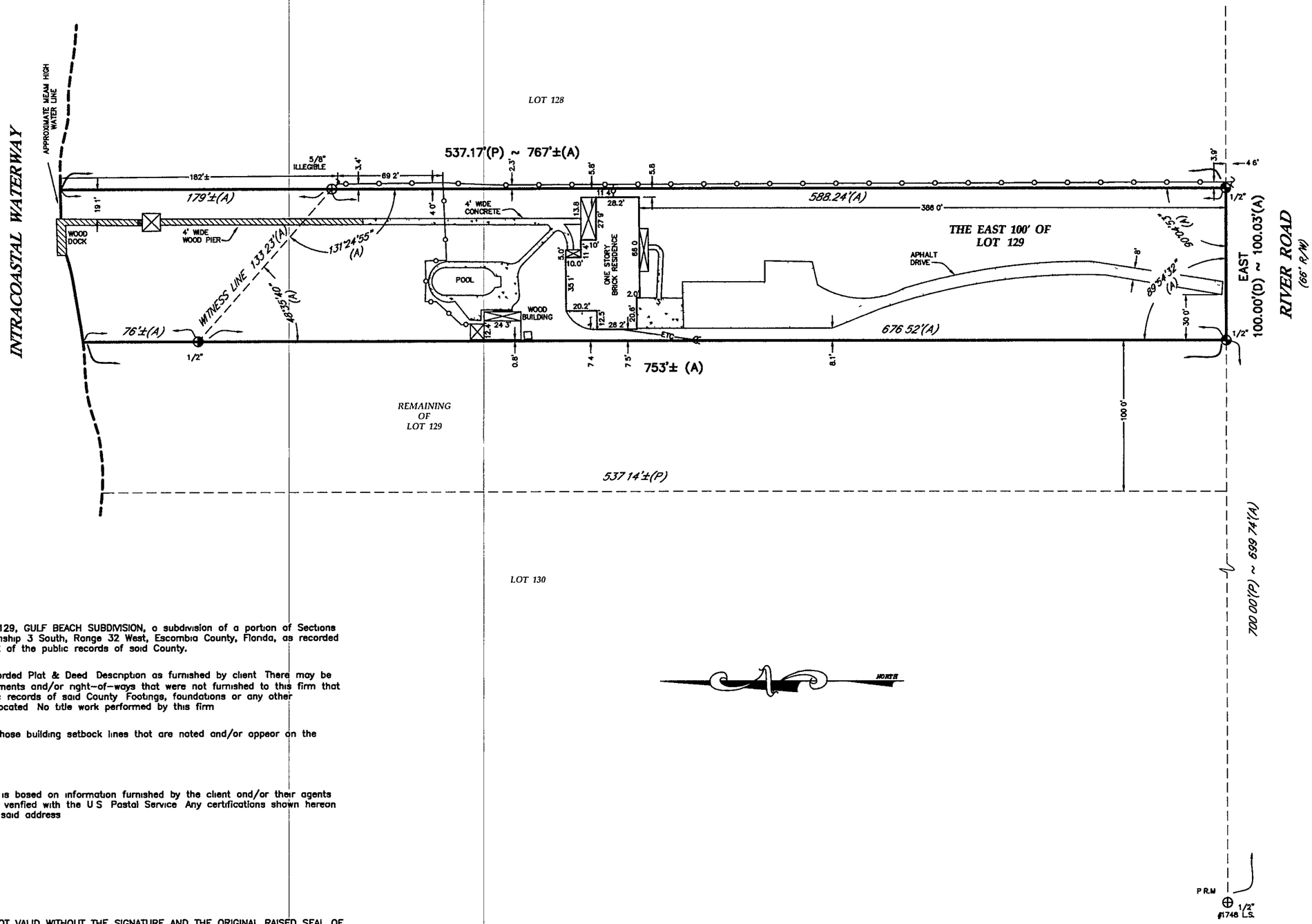
Nov 30 2014	Dec 31 2014	Jan 31 2015	Feb 28 2015	Mar 31 2015	Apr 30 2015
$ 2402.81	$ 2427.84	$ 2452.87	$ 2477.90	$ 2502.93	$ 2578.02

RETURN WITH PAYMENT

0000000000 0000250293 00000006672400000 0001 2

BOUNDARY SURVEY

A Portion Of Sections 14, 26, 27, 34 & 35, Township 3 South, Range 32 West,
County Of Escambia, State Of Florida



DESCRIPTION
East 100 feet of Lot 129, GULF BEACH SUBDIVISION, a subdivision of a portion of Sections 6, 27, 34 & 35, Township 3 South, Range 32 West, Escambia County, Florida, as recorded at Book 4 at Page 52 of the public records of said County.

e of Information Recorded Plat & Deed Description as furnished by client There may be onal restrictions, easements and/or right-of-ways that were not furnished to this firm that be found in the public records of said County Footings, foundations or any other rface structures not located No title work performed by this firm

drawing reflects only those building setback lines that are noted and/or appear on the ded plat

ss 13900 River Road

address shown hereon is based on information furnished by the client and/or their agents address has not been verified with the U S Postal Service Any certifications shown hereon ot apply or cover the said address

E. THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF ORIDA LICENSED SURVEYOR AND MAPPER

EYOR'S CERTIFICATE

by certify the survey shown hereon meets the minimum technical standards set forth by the a Board of Professional Surveyors and Mappers in Chapter 5J-17.051 and 5J-17.052, Florida inistrative code, pursuant to Section 472.027, Florida Statutes

JOEL C. WALTERS CERTIFICATE NO. 4082 STATE OF FLORIDA

Joel C. Walters, R.L.S. No. 4082
State of Florida

LEGEND:

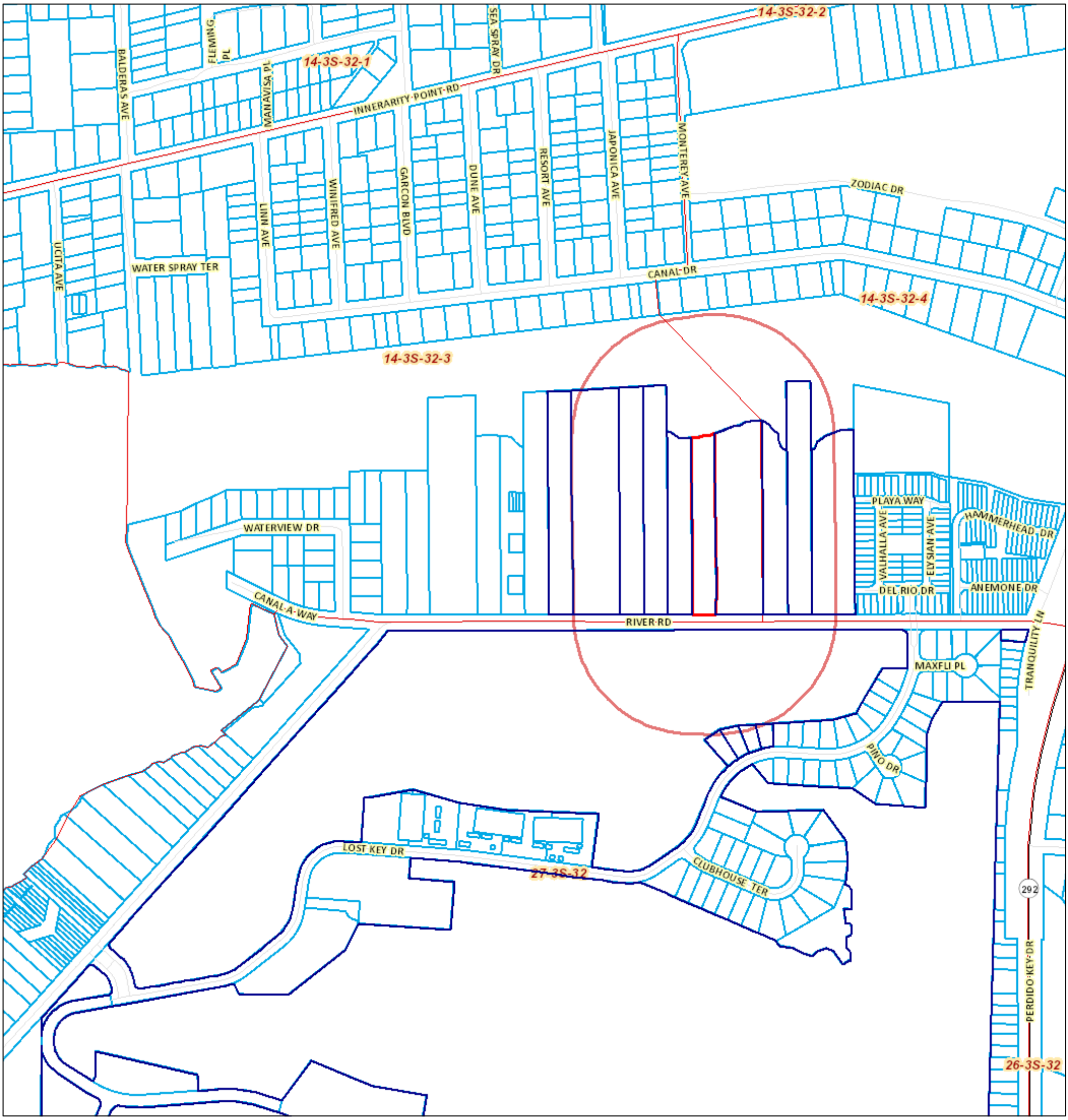
⊡ – 4"x 4" (P R M) Permanent Reference Monument Found ■– 4" X 4" Concrete Monument Found ⊕ – Capped Iron Rod Found ◑ – Iron Rod Unnumbered Found ◒ – Iron Pipe Unnumbered Found
⊙ – (P C.P) Permanent Control Point Found ▲– Nail & disk Found ● – 1/2" Capped Iron Rod LS #4082 Set Ø– Utility Pole ——}}}– Guy Anchor Wire --E-T-C-- Aerial Electric, Telephone, Cable Lines Ele– Elevation
—X— Chain Link Fence —XX— Wire Fence —O— Wood Fence R/W – Right of Way B S L. – Building Setback Line CONC – Concrete ℄ – Centerline ℞ – Property Line P O L. – Point on Line C M – Concrete Monument
P O C. – Point of Commencement P O B – Point of Beginning P C. – Point of Curvature P T– Point of Tangency P I – Point of Intersection P R C – Point of Reverse Curvature P C C. – Point of Compound Curvature
R – Radius Δ – Delta L – Length of Arc C– Chord CB – Chord Bearing T– Tangent (P) – Plat (D) – Description or Deed (A)– Actual (TYP) – Typical L.B – Licensed Business L.S.– Licensed Surveyor
⊠ – Indicates Covered ✥ – Benchmark ✹ – Set Hub & Tack N R – Non-Radial N T S – Not to Scale

JOEL WALTERS LAND SURVEYING
TELEPHONE NO (850) 944-7926
FAX NO (850) 944-3012
9191 RUBY'S FISH CAMP ROAD PENSACOLA, FL 32526

JOB NO. 14-11-044 SCALE: 1"=50'
CAD FILE: 141044
REQUESTED BY: DEBI FREED
DATE OF SURVEY: 12/02/2014
FIELD BOOK: 647 PAGE: 25-26
ENCROACHMENTS: AS SHOWN
REVISIONS:
DRAWN BY: HAA

1
SHEET 1 OF 1
FILE NO. E-1476

Chris Jones Escambia County Property Appraiser



December 4, 2014

1:4,900

0 0.05 0.1 0.2 mi

0 0.075 0.15 0.3 km

- Map Grid
- City Road
- County Road
- Interstate
- State Road
- US Highway
- All Roads
- Property Line

BANTA LINDA H DUNSON
13900 RIVER RD
PENSACOLA, FL 325079679

BROWN MICHAEL C
13413 GONGORA DR
PENSACOLA, FL 32507

MIRABILE JOSEPH W TRUSTEE FOR
1242 PARASOL PL
PENSACOLA, FL 32507

HONTAS JANICE K
130 W RUELLE
MADEVILLE, LA 70471

KLIPPING KRISTOPHER &
699 BRYAN ST
ATLANTA, GA 30312

HILLARD WILLIAM T JR & LUCILLE M
13912 RIVER RD
PENSACOLA, FL 32507

SCARBROUGH HELEN
8664 ROSEMONT DR
PENSACOLA, FL 32514

GOODSON JAMES E TRUSTEE
13932 RIVER RD
PENSACOLA, FL 32507

HEMBREE WALTER D JR &
7921 TANNER WILLIAMS RD STE E
MOBILE, AL 36608

FIOCCA CHARLES J
13908 RIVER RD
PENSACOLA, FL 32507

RELAX LLC
2665 SOLO DOS FAMILIAF
PENSACOLA, FL 32534

BROUSSARD KENNETH C &
5B DEGAULLE SQ
LAFAYETTE, LA 70508

O'BRIEN WOODY B &
5313 HICKORY HILL DR
TRUSSVILLE, AL 35173

JOHNSON JODY &
13840 RIVER RD # 104
PENSACOLA, FL 32507

VICKERS JIMMY R
13840 RIVER RD UNIT 201
PENSACOLA, FL 32507

LEYSER RICHARD C &
13840 RIVER RD UNIT 202
PENSACOLA, FL 32507

ZEZULKA D SUE
1246 PARASOL PL
PENSACOLA, FL 32507

PREWITT DENNIS L &
13840 RIVER RD STE 204
PENSACOLA, FL 32507

YOUNG RODNEY L &
13840 RIVER RD # 301
PENSACOLA, FL 32507

OLIVER CHARLES R
13840 RIVER RD # 302
PENSACOLA, FL 32507

BAUGHMAN GEORGE JR &
13840 RIVER RD # 303
PENSACOLA, FL 32507

WILLIAMS HERBERT B &
7062 BELGIUM CIR
PENSACOLA, FL 32526

BROUSSARD KENNETH C &
58 DEGAULLE SQ
LAFAYETTE, LA 70508

JOHNSON JODY J &
13840 RIVER RD UNIT 104
PENSACOLA, FL 32507

LEYSER RICHARD C &
13840 RIVER RD # 202
PENSACOLA, FL 32507

RIVER COLONY CONDOMINIUMS LLC
3442 FRANCIS RD STE 160
ALPHARETTA, GA 30004

PREWITT DENNIS L &
13840 RIVER RD #204
PENSACOLA, FL 32507

BAUGHMAN GEORGE JR &
13840 RIVER RD # 303
PENSACOLA, FL 32507

STARR TERRY J
2850 EMERALD DR
JONESBORO, GA 30236

FULTON KIM F & SUSAN D
5598 DAURO RD
LONG BEACH, MS 39560

PRIOR JEFFREY M & STEPHANIE L
2717 SOUTHVIEW DR
VESTAVIA HILLS, AL 35216

B & W LLC
15009 PLUM DR
URBANDALE, IA 50323

ETHEREDGE ROY F &
C/O JOHN G TODD
6050 ROSEMONT RD
BIRMINGHAM, AL 35242

CULOTTA KAITLYN MARIE
101 GUMBO RD
LAFAYETTE, LA 70508

HOLLINGSWORTH JAMES N &
13928 RIVER RD # 506
PENSACOLA, FL 32507

SMITH LISA A
29221 ONO BLVD
ORANGE BEACH, AL 36561

ZEZULKA KENNETH H
1246 PARASOL PL
PENSACOLA, FL 32507

BROWN ERIC R &
13928 RIVER RD UNIT #605
PENSACOLA, FL 32507

BISHOP DANNY R &
15 ROCKWOOD RD
PENSACOLA, FL 32514

ROBINSON RONNIE A
1001 STONEBRIDGE RD
OXFORD, MS 38655

HOWE FRED &
13928 RIVER RD # 702
PENSACOLA, FL 32507

DAVIDSON DONALD
13928 RIVER RD # 703
PENSACOLA, FL 32507

ZEZULKA KENNETH H &
1246 PARASOL PL
PENSACOLA, FL 32507

LIFES A BEACH LLC
2015 HIGHPOINTE DR
BRANDON, MS 39042

WILLIAMS MICHAEL A
13928 RIVER RD UNIT 706
PENSACOLA, FL 32507

MASON-SMITH JOHN S &
13928 RIVER RD UNIT 805
PENSACOLA, FL 32507

BIRKE JAMES A &
19051 TURNBERRY CT
BATON ROUGE, LA 70809

JAMES ARTIS E JR & DONNA
4401 E ALOHA DR
DIAMONDHEAD, MS 39525

MILES THOMAS F
PO BOX 2308+AUSTIN, TX 78768

BROUSSARD KENNETH J &
1108 N FRANKLIN ST # 707+TAMPA, FL 33602

FAYARD DAVID M & ELISE H
700 OLD SAVANNAH DR+LONG BEACH, MS 39560

DUNBAR JOEL F &
13928 RIVER RD # 801
PENSACOLA, FL 32507-4630

ESTABROOK PROPERITIES LLC
13928 RIVER RD UNIT 1002
PENSACOLA, FL 32507

ERIS GRACE K
13928 RIVER RD 201
PENSACOLA, FL 32507

SAILMAKERS PLACE LLC
PO BOX 256
HELENA, AL 35080-0256

JOHNSON JUDD S &
1790 GROVECREST RD
GERMANTOWN, TN 38139

QUARTZ ROAD LLC
96 BAYOU PEREZ RD
MADISONVILLE, LA 70447

BUCKHAULTS LYNN A &
PO BOX 296
ELLISVILLE, MS 39437

SCELFO CHRISTOPHER J &
1220 MALLARD CIR
BOGART, GA 306222764

HARRISON RICHARD & MYRA
5300 CENTRAL AVE UNIT 1C
HOT SPRINGS, AR 71913

JONES & JONES INVESTMENTS
3890 PASCO ST
PENSACOLA, FL 32505

HARPER ROBERT C &
3350 BROOKHILL CIR
MARIETTA, GA 30062

MAYNARD JON C & DEBORAH M
3152 S BOULDER CREEK LN
NEW PALESTINE, IN 46163

TAYLOR JAMES D JR
19527 SOUTHERN HILLS AVE
BATON ROUGE, LA 70809

MCKINNEY ROSS &
2557 WHETSTONE
BIRMINGHAM, AL 35243

PEARCE JANICE C TRUSTEE FOR
13928 RIVER RD # 306
PENSACOLA, FL 32507

ROBINSON LARRY A &
108 ST ANNES BAY
RIDGELAND, MS 39157

CICCOTELLI ALDO A &
1487 LAURIE LANE
YARDLEY, PA 19067

FORD GREGORY E &
13928 RIVER RD UNIT 405
PENSACOLA, FL 32507

FRANCAVILLA THOMAS L & DONNA T
5079 GREYSTONE WAY
BIRMINGHAM, AL 35242

WCI COMMUNITIES LLC
24301 WALDEN CENTER DR STE 300
BONITA SPRINGS, FL 34134

Development Services Department
Building Inspections Division
3363 West Park Place
Pensacola, Florida, 32505
(850) 595-3550
Molino Office - (850) 587-5770

RECEIPT

Receipt No. : **623966**

Date Issued. : 12/03/2014
Cashier ID : VHOWENS

Application No. : PRZ141200025

Project Name : Z-2015-02

PAYMENT INFO

Method of Payment	Reference Document	Amount Paid	Comment
Check			
	6601	$1,270.50	App ID : PRZ141200025
		$1,270.50	Total Check

Received From : BANTA LINDA H DUNSON
Total Receipt Amount : **$1,270.50**
Change Due : $0.00

APPLICATION INFO

Application #	Invoice #	Invoice Amt	Balance	Job Address
PRZ141200025	715032	1,270.50	$0.00	13900 RIVER RD, PENSACOLA, FL, 32507

Total Amount :	**1,270.50**	$0.00	Balance Due on this/these Application(s) as of 12/3/2014

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
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Escambia County Planning Board
Public Hearing
Speaker Request Form

Did not speak

Please Print Clearly

Meeting Date: 1-6-14

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z 2015-02

____ In Favor ✓ Against

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

*Name: Arlene Baughman

*Address: 13840 River Rd *City, State, Zip: Pensacola, FL 32507

Email Address: baug0506@yahoo.com Phone: 850-607-29

Please indicate if you:

☒ would like to be notified of any further action related to the public hearing item.

☒ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

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Escambia County Planning Board
Public Hearing
Speaker Request Form

oppose?

Please Print Clearly

Meeting Date: 1-6-2015

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2015-02

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor ✓ Against

*Name: Dan Henderson

*Address: 14071 Waterview Dr. *City, State, Zip: Pensacola, Fla.

Email Address: _____ Phone: 850-492-4550

Please indicate if you:

☑ would like to be notified of any further action related to the public hearing item.

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Escambia County Planning Board
Public Hearing
Speaker Request Form

opposed criterion 3 6

Please Print Clearly

Meeting Date: 1-6-15

Rezoning Quasi-judicial Hearing

Rezoning Case #: 2015-02

OR

Regular Planning Board Meeting

Agenda Item Number/Description:

_____ In Favor X Against

*Name: RICHARD LEYSER

*Address: 13840 River Rd #202 *City, State, Zip: Pensacola 32507

Email Address: RCL157@hotmail.com Phone: 228 861-8185

Please indicate if you:

☒ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

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Escambia County Planning Board
Public Hearing
Speaker Request Form

opposed criterion 3

Please Print Clearly

Meeting Date: 1-6-15

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z 2015-02

OR

Regular Planning Board Meeting

Agenda Item Number/Description:

_____ In Favor X Against

*Name: ALAN DENNIS

*Address: 16401 PERDIDO KEY DR *City, State, Zip: PENSACOLA 32507

Email Address: beachie@bellsouth.net Phone: 492-0655

Please indicate if you:

☒ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

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ESCAMBIA COUNTY, FLORIDA

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(850) 595-3481 - FAX
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Escambia County Planning Board
Public Hearing
Speaker Request Form

Applicant

Please Print Clearly

Meeting Date: 1-6-15

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2015-02

_____ In Favor _____ Against

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

*Name: LINDA H. DUNSON BANTA

*Address: 13900 RIVER RD. *City, State, Zip: PENSACOLA, FL 32507

Email Address: dinna@dcsystems.net Phone: 850-492-1470

Please indicate if you:

☒ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

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BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
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Did not speak gave minutes to Bill Dyess

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 1-6-15

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2015-02

✓ In Favor _____ Against

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

*Name: Debi Freed

*Address: 7520 Long Meadow Ln *City, State, Zip: Pensacola, FL 32506

Email Address: debisellsparadise@yahoo.com Phone: 850-261-1554

Please indicate if you:

☑ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

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In favor mostly to criterion 3.

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 1-6-15

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2015-02

X In Favor ____ Against

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

*Name: William Dyess

*Address: 13922 River Rd *City, State, Zip: Pens. FL 32507

Email Address: billdyess@hotmail.com Phone: 850-261-3540

Please indicate if you:

☒ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

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BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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(850) 595-3481 - FAX
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Opposed
Hou

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 1/6/2015

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2015-02

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor ✓ Against

*Name: GREG CANFIELD

*Address: 13840 River Rd. *City, State, Zip: Pensacola FL 32507

Email Address: canfig@bellsouth.net Phone: 205 967-5571

Please indicate if you:

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ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
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(850) 595-3481 - FAX
www.myescambia.com

President of Perdido Key Association opposed 3 4 5 6

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 1-6-15

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2015-2

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor ✓ Against

*Name: MAE DEAN

*Address: 13396 GONGORA *City, State, Zip: PENSACOLA FL 32507

Email Address: MAE#DEAN492@yahoo.com Phone: 850-982-5715

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Did not speak

Please Print Clearly

Meeting Date: 1/6/2015

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2015-02

____ In Favor X Against

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

*Name: Clovis Harper

*Address: 13928 River Rd #302 *City, State, Zip: Pensacola, Fl. 32507

Email Address: clovis0098@gmail.com Phone: 404-550-6807

Please indicate if you:

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Escambia County Planning Board
Public Hearing
Speaker Request Form

opposed to request

Please Print Clearly

Meeting Date: 1-6-14

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2015-02

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor X Against

*Name: GEORGE BAUGAMAN

*Address: 13840 River Rd. #303 *City, State, Zip: Pensacola FL. 32507

Email Address: BAUG2684@YAHOO.COM Phone: _____

Please indicate if you:

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☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

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3363 West Park Place, Pensacola, FL 32505
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(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

opposed criterion 1 + 6

Please Print Clearly

Meeting Date: 1/6/2015

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z 2015-01 / Z-2015-02

OR

Regular Planning Board Meeting

Agenda Item Number/Description:

_____ In Favor X Against

*Name: CHARLES KRUPNICK UNIT 203

*Address: 14500 RIVER RD. *City, State, Zip: PENSACOLA FL 334

Email Address: CHARLES.KRUPNICK @ GMAIL.COM Phone: 482-2843

Please indicate if you:

☒ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

****

Chamber Rules

1. All who wish to speak will be heard and granted uniform time to speak (normally 3 – 5 minutes).
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
6. Speakers will refrain from the use of obscene language, "fighting words" likely to incite violence from the individual(s) to whom the words are addressed, or other language which is disruptive to the orderly and fair progress of discussion at the meeting.
7. During public hearings, at the Chairman's discretion, if there is a controversial item in which Escambia County citizens are involved, he may institute a provision against clapping, if he/she feels that clapping or the noise will deter open speech between the two parties.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-7567 **Growth Management Report** **12. 2.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 02/05/2015
Issue: 5:01 p.m. - A Public Hearing - Amendment to the Official Zoning Map
From: Horace Jones, Interim Department Director
Organization: Development Services

RECOMMENDATION:

5:01 p.m. A Public Hearing for Consideration for Adopting an Ordinance Amending the Official Zoning Map

That the Board adopt an Ordinance to amend the Official Zoning Map to include the rezoning cases heard by the Planning Board on January 6, 2015, and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

BACKGROUND:

Rezoning cases Z-2015-01 and Z-2015-02 were heard by the Planning Board on January 6, 2015. Under the Land Development Code (LDC), the Board of County Commissioners reviews the record and the recommended order of the Planning Board and conducts a Public Hearing for adoption of the LDC Zoning Map Amendment.

As a means of achieving the Board's goal of "decreasing response time from notification of citizen needs to ultimate resolution," the Board is acting on both the approval of the Planning Board's recommendation and the LDC Map Amendment for this month's rezoning cases. The previous report item addresses the Board's determination regarding the Planning Board's recommendation. This report item addresses only the Public Hearing and adoption of the Ordinance amending the LDC Official Zoning Map.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

A copy of the standardized Ordinance has initially been provided to the County Attorney's office for review regarding compliance with rezoning requirements in Florida Statutes and the Land Development Code.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board Chairman will need to sign the Ordinance to amend the Official Zoning Map.

IMPLEMENTATION/COORDINATION:

This Ordinance, amending the Land Development Code Official Zoning Map, will be filed with the Department of State following adoption by the Board.

This Ordinance is coordinated with the County Attorney's Office, the Development Services Department and interested citizens. The Development Services Department will ensure proper advertisement.

Attachments

Draft Ordinance

ORDINANCE NUMBER 2015-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES (1999), THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING ARTICLE 6, SECTION 6.02.00, THE OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. Purpose and Intent.

The Official Zoning Map of Escambia County, Florida, as adopted by reference and codified in Part III of the Escambia County Code of Ordinances (1999), the Land Development Code of Escambia County, Florida, as amended: Article 6, Section 6.02.00, and all notations, references and information shown thereon as it relates to the following described real property in Escambia County, Florida, is hereby amended, as follows.

Case No.:	**Z-2015-01**
Address:	13922 River Road
Property Reference No.:	14-3S-32-1001-000-130
Property Size:	2.21 (+/-) acres
From:	R-2PK, Residential District (Perdido Key), Medium Density (4.5 du/acre)
To:	CGPK, (Perdido Key) Commercial Gateway District, High Density (12.5 du/acre)
FLU Category:	MU-PK, Mixed-Use Perdido Key

Case No.:	**Z-2015-02**
Address:	13900 River Road
Property Reference No.:	14-3S-32-1001-000-129
Property Size:	1.72 (+/-) acres
From:	R-2PK, Residential District (Perdido Key), Medium Density (4.5 du/acre)
To:	CGPK, (Perdido Key) Commercial Gateway District, High Density (12.5 du/acre)
FLU Category:	MU-PK, Mixed-Use Perdido Key

DRAFT

Section 2. Severability.

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

Section 3. Inclusion in Code.

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

Section 4. Effective Date.

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

DONE AND ENACTED by the Board of County Commissioners of

Escambia County Florida, this _____day of _____, 2015.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Steven Barry, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

_____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH DEPARTMENT OF STATE:

EFFECTIVE DATE:

DRAFT

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-7569 **Growth Management Report** **12. 3.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 02/05/2015
Issue: 5:02 p.m. - A Public Hearing - LDC Ordinance- Article 6 - Increase in Maximum Building Height
From: Horace Jones, Interim Department Director
Organization: Development Services

RECOMMENDATION:

5:02 p.m. - Recommendation Concerning the Review of an Ordinance Amending Article 6, Maximum Building Height in ID-CP Zoning District.

That the Board of County Commissioners (BCC) review and adopt an Ordinance to the Land Development Code (LDC) Article 6.05.17.E.1, to allow a maximum building height of 150 feet for buildings in Industrial Commercial Park (ID-CP) zoning district.

BACKGROUND:

Through its Land Development Code, the Escambia County Board of County Commissioners has imposed building height restrictions in certain zoning districts, including the ID-CP district, and the Board finds that allowing a greater building height in the ID-CP district serves the health, safety and welfare of residents and those property owners in Escambia County.

BUDGETARY IMPACT:

No budgetary impact is anticipated by the adoption of this Ordinance.

LEGAL CONSIDERATIONS/SIGN-OFF:

The attached Ordinance has been reviewed and approved for legal sufficiency by Alison Rogers, County Attorney. Any recommended legal comments are attached herein.

PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

The proposed Ordinance is consistent with the Board's goal "to increase citizen involvement in, access to, and approval of, County government activities."

IMPLEMENTATION/COORDINATION:

Implementation of this Ordinance will consist of an amendment to the LDC and distribution of a copy of the adopted Ordinance to interested citizens and staff.

The proposed Ordinance was prepared in cooperation with the Development Services Department, the County Attorney's Office and all interested citizens. The Development Services Department will ensure proper advertisement.

Attachments

Draft Ordinance
Final Ordinance

ORDINANCE 2015-_____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE LAND DEVELOPMENT CODE, ARTICLE 6, ZONING DISTRICTS; AMENDING SUBSECTION 6.05.17.E.1 TO ALLOW A MAXIMUM HEIGHT OF 150 FEET FOR BUILDINGS IN THE ID-CP ZONING DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, through its Land Development Code the Escambia County Board of County Commissioners has imposed building height restrictions in certain zoning districts, including the ID-CP commerce park district; and

WHEREAS, the Board finds that allowing a greater building height in the ID-CP district serves the health, safety and welfare of residents and those property owners in Escambia County.

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

SECTION 1. ZONING DISTRICTS.

Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Article 6, Zoning Districts, Section 6.05.17, ID-CP commerce park district, is hereby amended as follows:

6.05.17.E Site and building requirements.

1. *Building height limit.* No building ~~shall exceed 65 feet in height except as otherwise provided in this district, and except for commercial~~ or communication towers ~~which~~ shall ~~not~~ exceed 150 feet in height. An additional five feet of nonoccupied space may be permitted subject to county administrator approval.

SECTION 2. SEVERABILITY.

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

SECTION 3. INCLUSION IN CODE,

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by F.S. § 125.68 (2014); and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

SECTION 4. EFFECTIVE DATE.

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

DONE AND ENACTED this _____ day of _____, 2015.

BOARD OF COUNTYCOMMISSIONERS OF
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By: _____
Deputy Clerk

(SEAL)

ENACTED: _____

FILED WITH DEPARTMENT OF STATE: _____

EFFECTIVE DATE: _____

DRAFT

ORDINANCE 2015-_____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE LAND DEVELOPMENT CODE, ARTICLE 6, ZONING DISTRICTS; AMENDING SUBSECTION 6.05.17.E.1 TO ALLOW A MAXIMUM HEIGHT OF 150 FEET FOR BUILDINGS IN THE ID-CP ZONING DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, through its Land Development Code the Escambia County Board of County Commissioners has imposed building height restrictions in certain zoning districts, including the ID-CP commerce park district; and

WHEREAS, the Board finds that allowing a greater building height in the ID-CP district serves the health, safety and welfare of residents and those property owners in Escambia County.

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

SECTION 1. ZONING DISTRICTS.

Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Article 6, Zoning Districts, Section 6.05.17, ID-CP commerce park district, is hereby amended as follows:

6.05.17.E Site and building requirements.

1. *Building height limit.* No building or communication towers shall exceed 150 feet in height. An additional five feet of nonoccupied space may be permitted subject to county administrator approval.

SECTION 2. SEVERABILITY.

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

SECTION 3. INCLUSION IN CODE,

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by F.S. § 125.68 (2014); and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

SECTION 4. EFFECTIVE DATE.

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

DONE AND ENACTED this _____ day of _____, 2015.

BOARD OF COUNTYCOMMISSIONERS OF
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By: _____
Deputy Clerk
(SEAL)

ENACTED: _____

FILED WITH DEPARTMENT OF STATE: _____

EFFECTIVE DATE: _____

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-7570 **Growth Management Report** **12. 4.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 02/05/2015
Issue: 5:03 p.m. - A Public Hearing - Borrow Pits and Reclamation Activities
From: Horace Jones, Interim Department Director
Organization: Development Services

RECOMMENDATION:

5:03 p.m. - Recommendation Concerning the Review of an Ordinance Addressing Borrow Pits and Reclamation Activities, Amending Articles 6, 7 and 12 of the Land Development Code

That the Board of County Commissioners (BCC) review an Ordinance to the Land Development Code (LDC) Article 6, Section 6.04.00 General provisions, 6.05.00 District Regulations, Article 7, Performance Standards and Article 12, Part II, Conservation.

This hearing serves as the first of two required public hearings before the Board of County Commissioners (BCC) as set forth in Section 2.08.04(b) and F.S. 125.66(4)(b).

At the January 13, 2015, Planning Board Meeting, the Board recommended approval of this Ordinance.

BACKGROUND:

On August 21, 2014, the Escambia County Board of County Commissioners adopted a temporary moratorium on permitting or re-permitting borrow pits, borrow pit reclamation facilities, construction and demolition debris, land clearing debris facilities and other landfill operations; in adopting the temporary moratorium, the Board sought to provide its staff with the opportunity to study the issue of regulating these facilities and to propose standards relating to the location and performance of these facilities; staff has accordingly developed definitions, locational criteria, and performance standards to protect the public health, safety, and welfare and to promote the efficient and safe operation of these facilities.

BUDGETARY IMPACT:

No budgetary impact is anticipated by the adoption of this Ordinance.

LEGAL CONSIDERATIONS/SIGN-OFF:

The attached Ordinance has been reviewed and approved for legal sufficiency by Alison Rogers, County Attorney. Any recommended legal comments are attached herein.

PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

The proposed Ordinance is consistent with the Board's goal "to increase citizen involvement in, access to, and approval of, County government activities."

IMPLEMENTATION/COORDINATION:

Implementation of this Ordinance will consist of an amendment to the LDC and distribution of a copy of the adopted Ordinance to interested citizens and staff.

The proposed Ordinance was prepared in cooperation with the Development Services Department, the County Attorney's Office and all interested citizens. The Development Services Department will ensure proper advertisement.

Attachments

DRAFT Ordinance
Attachment A, Article 6
Attachment B, Article 7
Attachment C, Article 12

ORDINANCE NUMBER 2015-____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES (1999), THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING ARTICLE 6, SECTION 6.05.00, AMENDING USE REGULATIONS REGARDING BORROW PITS AND RECLAMATION ACTIVITIES IN VARIOUS ZONING DISTRICTS; AMENDING ARTICLE 6, SECTION 6.08.02.M, AMENDING THE STANDARDS REGULATING CONDITIONAL USES FOR BORROW PITS AND LAND CLEARING DEBRIS DISPOSAL SITES; AMENDING ARTICLE 7, SECTION 7.07.01, AMENDING THE STANDARDS REGULATING ADVERSE OFF-SITE IMPACTS FOR NOISE; AMENDING ARTICLE 7, SECTION 7.07.07, AMENDING THE STANDARDS REGULATING ADVERSE OFF-SITE IMPACTS FOR BORROW PITS, INCLUDING MINING AND RESOURCE EXTRACTION AND ASSOCIATED RECLAMATION ACTIVITIES; DELETING IN ITS ENTIRETY ARTICLE 12, PART II, CONSERVATION, REGARDING MINING AND/OR EXTRACTION OF NATURAL RESOURCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on August 21, 2014, the Escambia County Board of County Commissioners adopted a temporary moratorium on permitting or re-permitting borrow pits, borrow pit reclamation facilities, construction and demolition debris, land clearing debris facilities and other landfill operations; and

WHEREAS, in adopting the temporary moratorium, the Board sought to provide its staff with the opportunity to study the issue of regulating these facilities and to propose standards relating to the location and performance of these facilities; and

WHEREAS, Escambia County staff has accordingly developed definitions, locational criteria, and performance standards to protect the public health, safety, and welfare and to promote the efficient and safe operation of these facilities.

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

SECTION 1. ZONING AND USES.

Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Article 6, Zoning Districts, Sections 6.05.00, District Regulations, and 6.08.02 Standards Regulating Conditional Uses are hereby amended as described in Attachment A.

SECTION 2. PERFORMANCE STANDARDS.

Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Article 7, Performance Standards, Sections 7.07.01.A. Prohibitions, 7.07.01.D. Hours of Operation, 7.07.07.A. Setbacks for excavation, 7.07.07.G. Fences and Gates, 7.07.07.H. Screening, 7.07.07.K. Reclamation activities, 7.07.07.L. Exceptions for existing pits and/or reclamation activities and 7.07.07.M. Reclamation of existing pits involving land clearing debris disposal, thereof, are hereby amended as described in Attachment B.

SECTION 3. COASTAL MANAGEMENT/CONSERVATION.

Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Article 12, Coastal Management/Conservation, Part II. Conservation, is hereby amended as described in Attachment C.

SECTION 4. SEVERABILITY.

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

SECTION 5. INCLUSION IN CODE.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by F.S. § 125.68 (2011); and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

INTENTIONALLY LEFT BLANK

DRAFT

SECTION 6. **EFFECTIVE DATE.**

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

DONE AND ENACTED this_____ day of _____, 2015.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

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

By: _____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

DRAFT

Attachment A

6.04.00. General provisions.

6.04.20. Summary of zoning categories relating to Borrow Pits and Reclamation Activities

ZONING DISTRICT	BORROW PIT	RECLAMATION ACTIVITIES
AG	P1	P1
RR	CU	CU
AMU-1	X	X
AMU-2	X	X
R-1 THRU R-6	X	X
C-1	CU	CU
C-2	CU	CU
C-2NA	CU	CU
ID-CP	CU	CU
ID-1	CU	CU
ID-2	CU	CU
S-1/S-1PK	X	X
SDD	X	X
VAG-1 &2	P1	P1
VR (1-3)	P1	P1
V (1-3)	X	X
V-4	X	X
V-5	X	X
VM-1&2	X	X
GBD	X	X
GID	X	X
GMD	X	X
P	P	P
WMU	X	X

LEGEND:
P-PERMITTED
P1-PERMITTED ONLY IF 20 ACRES OR MORE
CU-CONDITIONAL USE 20 ACRES OR MORE
X-NOT PERMITTED
If located under AIPD a Conditional Use will be required

6.05.00. District regulations.

6.05.01. AG agricultural district, low density.

B. *Permitted uses.*

21. Borrow pit and reclamation activities 20 acres minimum and ~~(thereof~~ subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the Land Development Code, article 7~~)~~.

6.05.02. RR rural residential district (cumulative), low density.

B. *Permitted uses.*

~~1. Reclamation of borrow pits that existed prior to September 16, 2004 (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the Land Development Code, article 7).~~

~~2~~ 1. Any use permitted in the preceding district except as noted below.

C. *Conditional uses.*

1. Public riding stables.
2. Kennels.
3. Animal hospitals and veterinary clinics.
4. Public buildings for general administrative, executive or studio functions, or for general warehousing or maintenance operations.
5. Home occupations with employees.
6. Country clubs, golf courses and tennis clubs.
7. Any conditional use permitted in the preceding district, except antenna towers, cinerators, cremation services, and direct disposal establishments.
8. Guest residence for medical care.
9. Borrow pits and reclamation activities 20 acres minimum and ~~thereof (~~subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the Land Development Code, article 7~~).~~
10. Solid waste transfer stations, collection points, and/or processing facilities.

6.05.03. AMU-1 airfield mixed use-1 district (noncumulative).

B. *Permitted uses.*

~~11. Reclamation of borrow pits that existed prior to September 16, 2004 (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the Land Development Code, article 7).~~

~~12.~~ 11. Family cemeteries

6.05.05. R-1 single-family district, low density.

B. *Permitted uses.*

~~7. Reclamation of borrow pits that existed prior to September 16, 2004 (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the Land Development Code, article 7).~~

~~8.~~ 7. Family cemeteries

6.05.16. C-2 General commercial and light manufacturing district (cumulative).

B. *Permitted uses.*

~~21. Borrow pits and reclamation activities thereof (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the Land Development Code, article 7).~~

~~22~~ 1. Temporary structures. (See section 6.04.16)

~~23~~ 2. Arcade amusement centers and bingo facilities.

~~24~~ 3. Outdoor sales.

~~25~~ 4. Other uses similar to those permitted herein. Determination on other permitted uses shall be made by the planning board (LPA).

C. *Conditional uses.*

8. Borrow pit and reclamation activities 20 acres minimum and subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the Land Development Code, article 7.

6.05.17. ID-CP commerce park, district (cumulative).

D. *Prohibited uses.*

~~8. Borrow pits and reclamation activities thereof (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the Land Development Code, article 7).~~

~~9~~ 8. Landfills.

6.05.18. ID-1 light industrial district (cumulative) (no residential uses allowed).

B. *Permitted uses.*

~~6. Borrow pits and reclamation activities thereof (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the Land Development Code, article 7).~~

6.05.19. ID-2 general industrial district (noncumulative).

B. *Permitted uses.*

~~6. Borrow pits and reclamation activities thereof (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the Land Development Code, article 7).~~

~~7~~.6. Paper mills.

~~8~~.7. Refineries.

~~9~~. 8. Rendering plants and slaughter houses.

~~10~~. 9. Steel mills.

~~11~~. 10. Public utility and service structures.

~~13~~. 11. Junkyards, salvage yards, and waste tire processing facilities.

~~14~~. 12. Other uses similar to those listed herein. Recommendations on other permitted uses shall be made by the planning board (LPA) and based on an application for such other use. Final determination shall be made by the BCC upon receipt of the planning board's (LPA's) recommendation.

~~15~~. 13. Cemeteries.

~~16~~. 14. Family cemeteries.

~~17~~. 15. Funeral establishments.

~~18~~. 16. Cinerators, cremation services, direct disposal establishments.

C. *Conditional uses.*

3. Borrow pit and reclamation activities 20 acres minimum and subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the Land Development Code, article 7.

6.05.20. S-1 and S-1PK outdoor recreational district (noncumulative).

B. *Permitted uses.*

~~5. Reclamation of borrow pits that existed prior to September 16, 2004 (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the Land Development Code, article 7).~~

6.05.21. SDD special development district, (noncumulative) low density.

B. *Permitted uses.*

~~12. Reclamation of borrow pits that existed prior to September 16, 2004 (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the Land Development Code, article 7).~~

~~13.~~ 12. Other uses which are similar or compatible to the uses permitted herein that would promote the intent and purposes of this district. Determination on other permitted uses shall be made by the planning board (LPA).

~~14.~~ 13. Family cemeteries.

6.05.22. VAG villages agriculture districts.

B. *Permitted uses.*

22. ~~Reclamation of borrow pits that existed prior to September 16, 2004 (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the Land Development Code, article 7).~~ Borrow pit and reclamation activities 20 acres minimum and subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the Land Development Code, article 7.

D. *Conditional uses.*

1. Public buildings for general administrative, executive or studio functions, or for general warehousing or maintenance operations (see section 6.08.02).
2. Wastewater treatment facilities, electric power generation facilities or substations, and solid waste transfer stations, collection points and/or processing facilities.
3. Oil wells/mineral extraction and commercial antenna towers more than 150 feet in height.
4. Hospitals, clinics, nursing homes and similar uses.

~~5. Borrow pits and reclamation activities thereof (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the Land Development Code, article 7).~~

~~6.~~5. Junkyards, salvage yards, and waste tire processing facilities.

~~7.~~6. Cinerators, cremation services, direct disposal establishments.

6.05.23. VR villages rural residential districts.

B. *Permitted uses.*

23. ~~Reclamation of borrow pits that existed prior to September 16, 2004 (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the Land Development Code, article 7).~~ Borrow pit and reclamation activities 20 acres minimum and subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the Land Development Code, article 7.

C. *Conditional uses.*

1. Mobile home parks, duplexes, triplexes, and quadraplexes.
2. Public buildings for general administrative, executive or studio functions, or for general warehousing or maintenance operations (see section 6.08.02).
3. Shooting ranges, gun and rifle clubs, etc.
4. Hunting preserve, shooting ranges, gun and rifle clubs, etc.
5. Wastewater treatment facilities, electric power generation facilities or substations, and solid waste transfer stations, collection points and/or processing facilities.
6. Hospitals, clinics, nursing homes and similar uses.

~~7. Borrow pits and reclamation activities thereof (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the Land Development Code, article 7).~~

~~8.~~ 7. Junkyards, salvage yards, and waste tire processing facilities.

~~9.~~ 8. Any conditional use permitted in the preceding villages districts.

6.05.24. V villages single-family residential district.

B. *Permitted uses.*

~~7. Reclamation of borrow pits that existed prior to September 16, 2004 (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the Land Development Code, article 7).~~

~~8.~~ 7. Family cemeteries.

6.05.27. VM-1 villages mixed residential/commercial district.

B. *Permitted uses.*

~~11. Reclamation of borrow pits that existed prior to September 16, 2004 (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the Land Development Code, article 7).~~

~~12~~ 11. Cemeteries – two acres.

~~13~~ 12. Family cemeteries.

~~14~~ 13. Funeral establishments

~~15~~14. Other uses which are similar or compatible to the uses permitted herein that would promote the intent and purposes of this district. Determination on other permitted uses shall be made by the planning board (LPA).

6.05.29. GBD--Gateway business district.

B. *Permitted uses.*

~~3. Reclamation of borrow pits that existed prior to September 16, 2004 (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the Land Development Code, article 7).~~

~~4.~~3. Family cemeteries.

6.05.30. GID--Gateway industrial district.

B. *Permitted uses.*

~~3. Borrow pits and reclamation activities thereof (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the Land Development Code, article 7).~~

~~4.~~ 3. Funeral establishments.

~~5.~~ 4. Family cemeteries.

~~6.~~ 5. Cemeteries-Two acres.

~~7.~~ 6. Cinerators, cremation services, direct disposal establishments.

6.08.02. Standards regulating conditional uses. In addition to the general provisions cited above, a conditional use may be permitted by the (BOA) provided the proposed conditional use complies with the standards of this Code and the following requirements:

M. *Borrow pits and land clearing debris disposal sites.*

1. Sites shall require access from adequately wide paved roads where trucks hauling excavated materials or debris to/from the site do not require access on local residential roads.

2. The scale, intensity and operation of use shall not generate unreasonable noise, traffic, odors, dust, or other potential nuisances or hazards to contiguous residential properties.

~~3. Sites shall not be located within proximity of any place of worship, school, cemetery, public park, residential subdivision, or land platted as a residential subdivision existing at the time of application for the development order.~~

~~4.~~3. The applicant shall submit a boundary survey and description of anticipated excavation phases for a borrow pit as well as a reclamation plan for affected lands. The same requirements shall apply to a development plan explaining:

a. Proposed practices to protect adjacent land and water resources, minimize erosion, and treat stormwater runoff.
b. Safety features of the development plan.
c. Landscaped areas, particularly treatment of property lines in the proximity of residential uses.
d. The applicant's reclamation plan.
e. Time schedule that meets the requirements of the permitting agency.
f. Method, manner, and type of revegetation of affected areas.

4. Minimum parcel size is 20 acres.

5. Conditional use approval pursuant to this subsection does not waive an applicant's duty to meet any other county, state, or federal permitting requirements or performance standards.

6. Notwithstanding the uses listed for any zoning district, the conditional use approval process shall be waived for any borrow pit or reclamation activity that is located 1000 feet on all sides from any residential use or zoning district and is serviced by an adjacent arterial or collector road.

Attachment B

7.07.00. - Standards regulating adverse off-site impacts.

7.07.01. Noise.

A. *Prohibitions.* It shall be unlawful, except as expressly permitted herein, to make, cause, or allow the making of any noise or sound which exceeds the limits set forth in this article or ~~the~~ in any county ~~noise~~ ordinance ~~contained in chapter 1-20.3 of the Code of Ordinances~~ regulating noise. ~~Chapter 1-20.3~~ The Escambia County Code of Ordinances contains the principal noise regulations; the following provisions deal with development issues only.

B. *Measurement of sound.* The measurement of sound or noise shall be made with a calibrated sound or noise level meter. A calibration check shall be made at the time of any noise measurement. Measurements recorded shall be taken so as to provide a proper representation of the noise source. A windscreen for the sound level meter microphone shall be used when required. Traffic, aircraft and other transportation noise sources and other background noises shall not be considered in taking measurements except where such background noise interferes with the primary noise being measured. All measurements shall be made at the property line of the subject property and such measurements shall be taken at least five feet above grade and for a period of not less than two minutes.

C. *Maximum permissible sound levels.* No manufacturing or commercial use shall operate or cause to be operated any source of sound in such a manner as to create a sound level which exceeds the limits set forth below at the time of land use certificate/site plan review, the applicant may be asked to certify the intent to meet the specified standard:

Table 7.07.01.C
Sound Level Limits

Use Occupancy	Time	Sound Level Limit dB
Commercial/ tourist	7:00 a.m.—10:00 p.m. 10:00 p.m.— 7:00 a.m.	75 70
Manufacturing ID-P	At all times	60
ID-1 or ID-2	6:00 a.m.—10:00 p.m. 10:00 p.m.— 6:00 a.m.	95 85

D. *Hours of operation.*

1. Mining, borrow pit, resource extraction, and reclamation activities, ~~(~~including land clearing debris~~)~~ and construction and demolition debris disposal~~),~~ that require trucks and heavy equipment to traverse through residential areas as their only access path to pit operations are limited to the hours between 6:00 a.m. and 6:00 p.m. Monday through Friday and between 8:00 a.m. and 2:00 p.m. on Saturday. ~~(See section 7.11.09.)~~ Operations that occur entirely on-site and do not require traffic or access to roadways are permitted on Sunday during daylight hours.

2. Mining, borrow pit, resource extraction, and reclamation activities , ~~(~~including land clearing debris~~)~~ and construction and demolition debris disposal~~),~~ that access their operations without traversing through residential areas ~~(i.e., via principal and minor arterial roadways)~~ are limited to the hours between 6:00 a.m. and 6:00 p.m. Monday through Saturday. ~~(See section 7.11.09.)~~ Operations that occur entirely on-site and do not require traffic or access to roadways are permitted on Sunday during daylight hours.

3. *Exceptions.* Exceptions to the above noted operating hours may be authorized by federal, state, and/or county authorities in cases of emergency or when determined by such authorities to best serve the public interest. Any exceptions require written approval by the county administrator, or his/her appointed designee, specifying the reason and allowed timeframe(s) for the exception.

E. *Exemptions.* The following uses or activities are exempt from the noise level regulations noted in sections 7.07.01.A. through C., above, and chapter 1-20.3:

1. Construction operations for which building permits have been issued, provided that such operations are limited to the hours between 5:00 a.m. and one hour after sunset, except that on Pensacola Beach:

a. No outside construction may begin before 6:30 a.m., if within 200 feet of an occupied residence; and

b. Owner-occupied single-family detached houses are exempt from the above restriction.

2. Safety signals, warning devices, bells and chimes of churches;

3. Noise from emergency vehicles, or noises resulting from emergency works;

4. All noises coming from the normal operation of trains, aircraft (not including scale model aircraft), motor vehicles governed by F.S. § 316.293, or vessels operated upon the waters within or adjacent to Escambia County;

5. Activities at Five Flags Speedway and/or other legally constructed and operated tracks or courses for competitive motor vehicles.

7.07.07. Borrow pits (includes mining and resource extraction) and reclamation activities thereof.

A. *Setbacks for excavation.* Borrow pit slope commencement (i.e., the outermost edge of excavation) shall be located a minimum of 25 feet from the adjoining owner's property boundary and/or adjacent right-of-way (ROW)<u>; however, minimum excavation setbacks shall be consistent with the setbacks to be applied in the applicant's reclamation plan.</u> Setback provisions established herein include the required width for landscape screening and buffers subsequently noted herein. The following exceptions may apply:

1. *Back to back pits.* The setback for slope commencement excludes property boundary lines between active pits using the same excavation area.

~~2. *Slope angles.* Pits with a shallow excavation slope of 6:1 (i.e., six feet horizontal for each one foot vertical) may exceed the 50-foot setback up to the 20-~~<u>100</u> ~~foot minimum required width for landscape screening and buffer requirements. Steep pits allowed to exceed the required 2:1 slope ratio as provided in subsection C., below, shall require a 100-foot setback.~~

~~3.~~ <u>2.</u> *Site specific requirements.* Increased setbacks may be required per the terms of the mandatory county development order to protect wellheads, environmental areas, and/or adjacent properties from adverse impacts<u>.</u> ~~(reference comprehensive plan policies OBJ CON 1.5, among others)~~.

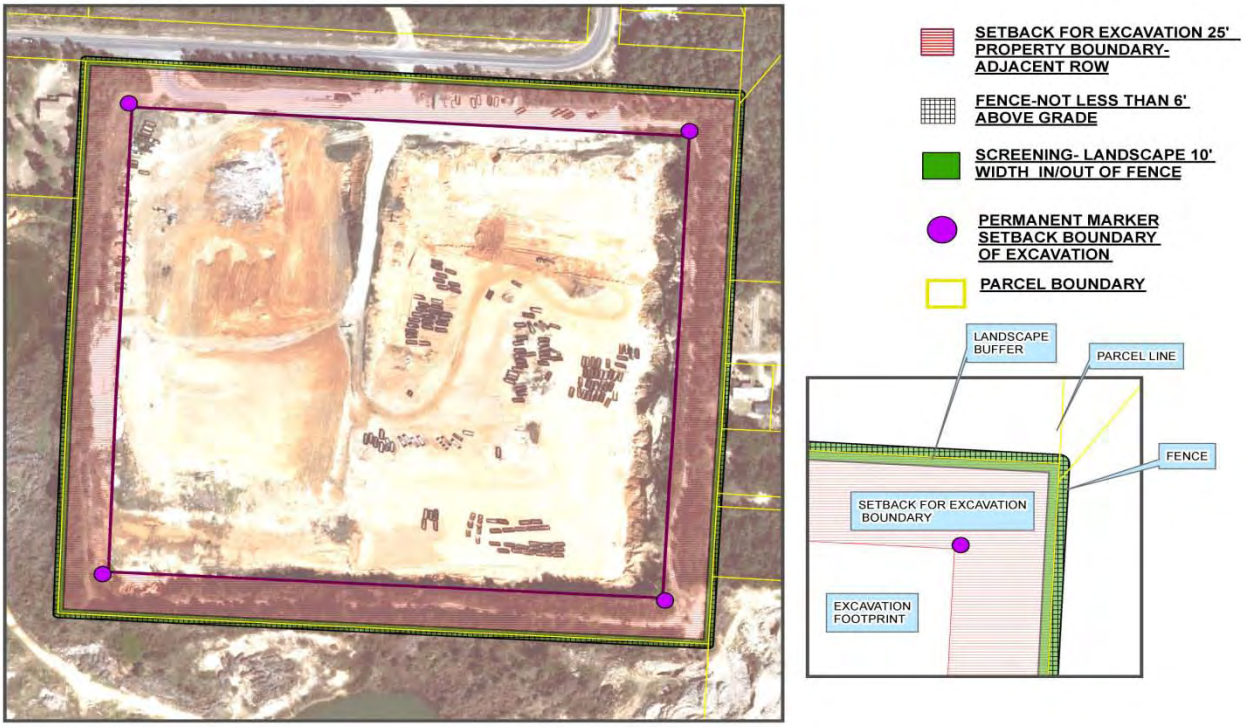


Figure 1.

B. *Reserved.*

C. *Excavation slope requirements.* The angle of repose for borrow pit/mining slopes shall be no greater than 2:1 (i.e., two feet horizontal for each one foot vertical) unless a professional engineer (P.E.) or professional geologist (P.G.) certifies that an angle of repose exceeding this ratio will prohibit any potential erosion or slumping, factoring into account the type of soil (i.e., clay, sand, etc.) and pertinent environmental conditions of the area.

D. *Traffic requirements.* See section 7.11.09. Pit access shall be limited to routes having the least impact on residential areas, and the use shall be subject to all traffic concurrency requirements.

E. *Permits.* See Escambia County Code of Ordinances, part I, chapter 42, Article VIII, section 42-323. A county resource extraction permit is required for extraction, removal and transportation of material excavated from the site. Permits for filling and/or reclamation of pits after removal of usable materials are subject to additional federal, state and/or local regulations as governed by the applicable regulatory authority.

F. *Hours of operation.* Limited for pits and reclamation activities as indicated in section 7.07.01.D above.

G. *Fences and gates.* A ~~substantially built, esthetically pleasing~~ security fence with appropriate gates for access, not less than six feet above grade, is required along the outer perimeter of the excavated area, with exception of the pit access point(s). Additional security features, such as barbed wire above the fence top, are ~~encouraged~~ permitted. Gates for access shall be locked at all times during

non-operating hours. Fences and gates shall be maintained in a reasonable condition to remain an effective barrier.

H. *Screening.* Portions of the pit visible from the public right-of-way or nearest residential use shall be screened with dense landscaping to achieve at least 75 percent opacity ~~within two years~~. The landscape buffer shall be no less than ten feet in width at any given point and may be placed either inside or outside the required fence perimeter to achieve maximum dust and noise reduction and visible shielding. Earthen berms with a minimum height of three feet can be placed within this buffer area.

I. *Buffers.* In addition to the landscape screening noted above, a minimum ten-foot wide buffer is required parallel to, and inside, the required fence. Excavation, pit operations, parking, storage and disposal of debris are not permitted within the screening or buffer areas. The setback area may not be used for truck or equipment traffic, except as necessary to maintain the setback area and perimeter fence. Pit access point(s) shall be designed perpendicular to the buffer/screening width with the least disturbance to the buffer/screening zone that allows safe vehicle and equipment access to the operating site.

J. *Signs.* "No Trespassing" signs are required at each pit access point(s), every 250 linear feet on the boundary fence, and at each corner, in letters not less than two inches in height. "No Trespassing" signs shall be maintained in legible condition.

K. *Reclamation activities.* Active reclamation activities shall be governed by ~~the above~~ any performance standards ~~until such time as complete~~ applicable to the reclamation ~~has occurred~~ occurring on site, in accordance with all federal, state, and local regulations and as approved ~~by the division manager, development services in accordance with~~ pursuant to the Escambia County Code of Ordinances~~, Part I, Chapter 42, Article VIII~~. Reclamation involving land clearing debris disposal shall only be permitted to the minimum height above ground level that allows for environmental safety and stormwater runoff consistent with the surrounding environment and intended post-mining land use not to exceed six feet. Groundwater monitoring wells may be required for specific types of debris disposal per the applicable federal and state regulations and the terms of the required county-approved reclamation plan.

~~L. *Exceptions for existing pits and/or reclamation activities thereof.*~~

~~1. *Setbacks/slopes.* Existing pit owners and/or operators with pits that do not meet the setback and/or slope requirements established above shall have 180 days from the date of adoption of this ordinance (Ordinance 2005-23) to apply for a development order that establishes the criteria for required setbacks and/or slopes.~~

~~2. *Traffic requirements.* Traffic requirements are waived for existing pits when strict application would deny access to pit operations.~~

~~3. *Permits.* Permit requirements are established in the Escambia County Code of Ordinances, Part I, Chapter 42, Article VIII.~~

~~4. *Hours of operation.* Limited as noted above.~~

~~5. *Fences, gates, screening, and buffers.* Existing pit owners and/or operators with pits that do not comply with the fence, gate, screening and buffering provisions above shall have 180 days from the date of the mandatory approved county development order to comply with the established provisions herein. Extensions for extenuating circumstances (e.g. large pits) may be approved per the terms of the mandatory development order on a case-by-case basis (reference Escambia County Code of Ordinances, Part I, Chapter 42, Article VIII).~~

L. *Existing permitted activities. For borrow pits, including resource extraction and reclamation activities, that were issued a Development Order or otherwise permitted by the County prior to August 21, 2014, grandfathering and vested rights of previously approved borrow pits and reclamation activities are to be addressed on a case-by-case basis, which will include consideration of the specific wording of Development Orders, permits, and any other land use approval issued by the County relating to the operation of the borrow pit or reclamation activity.*

~~M. *Reclamation of existing pits involving land clearing debris disposal.* If reclamation activities involving land clearing debris disposal at existing pits already exceeds ground level as of the date of adoption of this ordinance (Ordinance 2005-23), no further increase in vertical height shall be permitted unless the height increase is certified by a professional engineer (P.E.), using best management practices, to be necessary for stormwater considerations and/or environmental safety not to exceed the permitted height as of September 16, 2004. Any such certification for height increases above ground level shall be consistent with the surrounding environment and intended post-mining land use.~~

~~*(Ord. No. 97-8, § 1, 2-27-1997; Ord. No. 97-18, § 2, 6-5-1997; Ord. No. 97-51, § 1, 10-2-1997; Ord. No. 2005-23, § 5, 7-7-2005; Ord. No. 2007-60,*~~

Attachment C

PART II. - CONSERVATION

12.09.00. - Mining and/or extraction of natural resources

12.09.01. Permit required. No commercial extraction of natural resources for sale shall be allowed unless and until the applicant for such extraction has first obtained a county resource extraction permit from the engineering department pursuant to the terms of the development order. Prior to issuance of a permit, the department shall receive authorization from the county engineer.

12.09.02. Permit requirements. Prior to issuing a resource extraction permit for a proposed resource extraction activity, the county engineer shall be assured that the following conditions have been met:

A. Existing and future resource extraction activities and lands used for such activities and any reclamation of any such lands shall be subject to all relevant rules and regulations including those established by F.A.C. chs. 16, 17, 18, and 39, the U.S. Clean Water Act, F.S. § 372.072, F.S. ch. 373, pt. IV, F.S. ch. 378, pt. IV, and F.S. ch. 403, local permit and development review requirements per the Escambia County Code of Ordinances, part I, chapter 42, article VIII, and the Land Development Code, article 7), among others. Before any existing resource extraction activity is permitted to expand and prior to approving any new resource extraction activities located within or adversely impacting environmentally sensitive areas, the application for expansion or establishment of a new extraction activity must be accompanied by a reclamation plan which meets all state environmental resource permit (ERP) requirements and reclamation standards required by F.A.C. ch. 62C-39, as well as comprehensive plan policies OBJ COA 2.1 and OBJ CON 1.5 for the area once the extraction activity has been completed.

B. The resource extraction activity will not degrade or impact adjacent natural, cultural or historic resources including environmentally sensitive lands, wetlands, white sands as protected pursuant to section 12.05.00 et seq. of this article, and others.

C. That the resource extraction activity is to be conducted more than 500 feet from any potable public water well or well field. The applicant for resource extraction must present information satisfactory to the CE wherein the locations of potable water wells or well fields are identified.

D. That the proposed resource extraction activity is compatible with adjacent land uses.

12.09.03. Regulated extraction activities. The following types of commercial resource extraction activities are regulated by this section. The listing is an example of the types of activities only, and is not to be construed as an all-inclusive list.

A. Mining activities.

B. Petroleum extraction.

C. Borrow pits.

D. Removal of white sand from beaches or other areas containing such white sand.

~~E. Mineral extraction (not including water).~~

~~F. Quarries.~~

~~*12.09.04. Activities exempt.* The following activities are exempt from the regulations of this section:~~

~~A. Routine agriculture.~~

~~B. Routine silviculture.~~

~~C. Incidental excavation conducted pursuant to valid permits issued by Escambia County for construction or development activities.~~

~~D. Emergency activities necessary to protect lives and property.~~

~~However, for any development permit application filed with the county after July 1, 2012, the county may not require as a condition of processing or issuing a development permit that an applicant obtain a permit or approval from any state or federal agency unless the agency has issued a final agency action that denies the federal or state permit before the county action on the local development permit. Issuance of a development permit by the county does not in any way create any rights in the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the county for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by the state or federal agency or undertakes actions that result in a violation of state or federal law.~~
~~*(Ord. No. 97-51, § 1, 10-2-1997; Ord. No. 2005-23, § 7, 7-7-2005; Ord. No. 2912-36, § 2(Exh. A), 9-6-2012; Ord. No. 2013-54, § 1(Exh. A), 12-5-2013)*~~

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-7563 **Growth Management Report** **12. 1.**
BCC Regular Meeting **Action**
Meeting Date: 02/05/2015
Issue: At-Large Appointment to the Escambia County Planning Board
From: Horace Jones, Interim Department Director
Organization: Development Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning an At-Large Appointment to the Planning Board

That the Board approve appointing one of the following nominees to the Escambia County Planning Board to an at-large position, effective February 5, 2015, through April 5, 2016, to fill the unexpired term of Karen Sindel:

A. Reid W. Rushing;
B. Robert Vann Goodloe; or
C. Bob Cordes.

BACKGROUND:

The Escambia County Land Development Code, Article 2, Section 2.12.02 and 2.12.03 specifies two-year staggered terms of office for at-large members of the Planning Board. On April 3, 2014, Mrs. Sindel was re-appointed to serve a two-year term, effective April 6, 2014, through April 5, 2016. Mrs. Sindel resigned on November 17, 2014.

Mr. Rushing, Mr. Goodloe, and Mr. Cordes have expressed a desire to serve on the Planning Board. Their resumes are attached for your review.

BUDGETARY IMPACT:

No budgetary impact is expected as a result of the recommended Board action.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

In accordance with the Section 1, B.1 Appointment Policy and Procedures, the Board of County Commissioners' Policy Manual, Board approval is required for all appointments/re-appointments to Boards/Committees established by the Board of County Commissioners. The requested action complies with the LDC Article 2, Section 2.12.02 and Section 2.12.03, pertaining to terms of office for at-large members of the Planning Board.

IMPLEMENTATION/COORDINATION:

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

Attachments

Reid Rushing, Resume

Robert Goodloe, Resume

Bob Cordes, Resume

Ballot

Reid W. Rushing
2100 Creighton Rd, Pensacola, FL 32504
rrushing@mcgraw-ins.com

(850) 476-3745

SUMMARY OF QUALIFICATIONS

Business owner of Beck Partners Holdings, LLC, a local commercial real estate, property management company, facility management and insurance agency. Entrepreneur in the service and real estate industries. Solid foundation with budget forecasting, strategic planning and implementation methods.

PROFESSIONAL AFFILIATIONS

Global Learning Coalition	2014 – Present
CMPA Audit & Operations Committee	2010 – Present
PYP (Alumni) / PPDI	2008 – Present
Southern Youth Sports Association Board Member	2005 – Present
Florida Association of Insurance Agents	1994 – Present
Leadership Pensacola	2013
Young Agents Council, Member	2007 – 2008
Independent Insurance of Pensacola, Sec / Treas., VP & President	1997 – 1999
Florida Health Care Association, Disaster Preparedness Committee	1997 – 1998

EMPLOYMENT HISTORY

Owner 2014 – Present
Beck Partners Holdings, LLC

McGraw Insurance Services merged with Beck Property Co and Beck Facility Management in 2014.

President 2008 – Present
McGraw Insurance Services, Pensacola, FL

Purchased independent insurance agency in 2008.
Implemented and administered agency management system, business strategy, growth objectives, sales management, product development, regional sales

Service Development Manager/Agent 1994 – 2008
Fisher-Brown, Inc., Pensacola, FL

Achieved 5 year average of 30% growth in New and Renewal Business
Administers, Implements and Evaluates Client Programs utilizing Technical Resources and Services.

- Develops a strategy for risk management.
- Provides services for Workers Compensation mod analysis and remediation.
- Develops and administers client's web based communication, educational and resource center.

Personal Lines Representative & Small Business Agent 1993 – 1994
Rodgers, Atkins, Gunter & Associates

Employed while attending college.

- Responsible for Personal Lines and Small Business Account Development

EDUCATION

American Insurance Marketing & Sales Society, **CPIA**	2009
Dale Carnegie Course	2000
Florida State University, **Risk Management & Insurance**	1995
Florida Association of Insurance Agents, **AAI**	1995

Robert V. (Vann) Goodloe

16318 North Shore Drive ♦ Pensacola, FL 32507 ♦ (850) 492-0592

Qualifications

Over 42 years of increasing senior management experience in the U.S. Navy, law firm administration and Chamber of Commerce. Three (3) years experience in Long Range Planning. Consistently met or exceeded personal and company goals. Remain active as a community volunteer.

Experience

Pen Air Federal Credit Union, Pensacola, FL
Supervisory Committee - 2005 to 2013
Ensure financial records are in order and that internal controls are in place to protect the assets of the credit union and its members (over $1B in assets/ 93,000 members).

Pensacola Bay Area Chamber of Commerce
Senior VP / Head, Armed Services Dept – 1999 to 2005
Concentrated on protecting and enhancing the military presence in a two-county region, the largest employer and economic anchor in the area.

Emmanuel, Sheppard & Condon, Pensacola, FL
Firm Administrator - 1994 to 1999
Managed a TEAM of 65 non-lawyer staff personnel in support of 20 attorneys. Responsible for budgeting, hiring/termination and all employee benefits. Ensured compliance with all company procedures, policies, and appropriate regulations.

U.S. Navy
Naval Aviator, Captain (06) – 1961to1993
Commanded two fleet helicopter squadrons (HM-16 and HM-12), was Commander, Training Air Wing FIVE at NAS Whiting Field and Commanding Officer, Naval Aviation Schools Command at NAS Pensacola just prior to retirement in July 1993. Retired as a Captain with more than 4000 flight hours.

Education

U.S. Naval Postgraduate School – Monterey, CA
Bachelor of Arts, International Relations
Armed Forces Staff College – Norfolk, VA

References

Available upon request

Bob Cordes
7416 Camale Drive
Pensacola, Florida 32504
850-444-6804 (W) 850-479-2898 (H)

Summary of qualifications:

2008 - 2014 – Gulf Power Company (FPC), Facilities Manager

This position is responsible for the operation, construction, and maintenance of 35 Gulf Power Company buildings. This position is responsible for a $4.4 million O&M budget as well as a $10 million Capital budget (This amount varies year-to-year). This department oversees multiple service contracts, insures building code and OSHA compliance and closely coordinates building operations with our security department. We are also responsible for the Facility Long Range Plan and we insure restoration of critical business operations in the event of major business disruptions.

I directly supervise two Building Specialists, an Interior Designer, a Business Analyst, and a Maintenance Supervisor who has 5 direct reports.

1997 - 2008 – Gulf Power Company (FPC), Manager of Economic and Community Development:

This position was responsible for all of Gulf Power Company's economic and community development programs as well as being the lead entity promoting regional economic development. I worked closely with Enterprise Florida and I served on their Practitioner's Advisory Board. I supported Susan Story and Governor Jeb Bush in their role as Vice-Chair of Enterprise Florida for a two year period. We successfully coordinated our region's portion of the State of Florida's Strategic Plan.

I started, planned, and coordinated Gulf Power Company's Annual Economic Symposium for eleven years. This is a two day seminar-type event that we host for local business and political leaders (approximately 600 attendees) from throughout Northwest Florida. This is has become a signature event with many high-profile speakers. The Florida PSC members and their staff are regular attendees of this event.

I was the President of the Pensacola Bay Area Propeller Club from 2005-2006. This organization's main focus was to support the development of the Port of Pensacola. During the last year, we doubled our membership, hosted a regional convention in Pensacola, and were chosen Southeastern Club of the Year.

Gulf Power Company was one of the two founding members of Florida's Great Northwest (FGNW) which is a public/private partnership. I served as Treasurer for two years, Chairman of the Board for two years, and was the Interim Executive Director for approximately six months. FGNW is a sixteen county regional economic development organization that stretches from Tallahassee to Pensacola. During my tenure as

Chairman, we expanded our membership, doubled our budget and recruited several new industries to the area. This organization had an annual budget in excess of $6million.

1995-1996 – FPC Energy Efficiency Projects Supervisor:

This position was responsible for evaluating residential conservation programs. During this time frame, we evaluated the pilot program called TRANSTEXT, which was one of the main energy conservation programs for Gulf Power Company as approved by the Florida Public Service Commission. I developed and issued a request for proposals for a full scale energy conservation ($25 million) program that is now called Energy Select.

1991 – 1995 – FPC Supervisor of Division Residential Sales:

This position was responsible for implementing the company's residential conservation programs. I constantly worked with land developers and home builders in developing new subdivisions and figuring underground utility cost and promoting the Good Cents Program. During this time I was elected to the State of Florida Home Builders Association Board of Directors and served on the legislative affairs committee.

1985-1991 – FPC Supervisor of Economic and Business Development:

The main accountability of this position was to develop and maintain an effective industrial and business development program so that Gulf Power could assist existing companies expand and attract new companies to the service territory

1983- 1985 – SCS, Senior Architect - Civil and Architectural Department:

In 1983, I was selected to be the SCS coordinator for the Gulf Power Corporate Office Building Project in Pensacola, Florida. This project included the architectural selection process, contract negotiations, site development, land acquisition strategy, scheduling, drawing review, archaeological review, and on-site inspections. Additionally, I was able to assist the General Services Department with long-range plans for future building projects and rate case preparations.

1977- 1983 – SCS, Senior Architect - Civil and Architectural Department:

I advanced through four positions of increasing responsibility in an eight year period with various degrees of responsibility. I worked on several power plants within the Southern Company System including Plant Vogtle as the lead architect on the turbine building. From 1981-1983 I was the architectural department training coordinator for computer automated drafting. This included direct supervision of four computer operators and two draftsmen.

Education:

Hewitt-Trussville High School, Birmingham, Alabama 1972
Auburn University Bachelor of Environmental Design - 1976
Auburn University - Bachelor of Architecture - 1977
University of Alabama Birmingham - Special Studies Real Estate Course - 1979
National Council of Architectural Registration Boards Certificate - 1983
Troy State University - Master of Science in Management - 1986
University of North Carolina - Basic Economic Development Course - 1986
Cleveland State University - Economic Development Institute - 1987
University of Oklahoma - Economic Development Institute - 1988
Green Building Institute – LEED-AP "Certified Professional" 2009

Professional experience:

Past Chairman of World Trade Council of Northwest Florida
Past Chairman of Florida's Great Northwest
Past Vice President of Florida Home Builders Association
Past President of Pensacola Bay Area Propeller Club
Past Vice-President Florida Economic Development Council
Past Board Member of Florida Small Business Development Council
Certified Building Contractor – State of Florida
Registered Architect in Florida and Alabama
LEED-AP

Community activities:
Past Northwest Florida Wildlife Sanctuary Board Member
Past President of Northeast Pensacola SERTOMA
Past District Governor of Blue Water SERTOMA (350 members)
Member of American Institute of Architects
Past Vice-Chairman of Pensacola Fourth of July Fireworks Committee
Past President of Camale Homeowners Association

References:
Mr. Doug McCrary, Past President, Gulf Power Company
Mr. Travis Bowden, Past President, Gulf Power Company
Mr. J.T. Young, Director of Corporate Services, Gulf Power Company

Hobbies:
Golf and Home Remodeling

BCC: 02-05-2015

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

BALLOT

PLANNING BOARD "AT LARGE"

___ Reid W. Rushing

___ Robert Vann Goodloe

___ Bob Cordes

Signature Date

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-7588 **Growth Management Report** **12. 2.**
BCC Regular Meeting **Action**
Meeting Date: 02/05/2015
Issue: Final Plat - Daniel's Grove
From: Horace Jones, Interim Department Director
Organization: Development Services

RECOMMENDATION:

Recommendation Concerning Final Plat Daniel's Grove Permit #130800015

That the Board take the following actions concerning recording of the Final Plat of Daniel's Grove (a 105-lot single residential subdivision) with public streets and private Parcel "A" located in the Beulah community lying north of Frank Reeder Road and east of County Road 99 (Beulah Road). The parcel is owned and developed by B&C Development LLC. Prior to recording, the County Engineer, County Surveyor, Development Services Interim Director and Clerk of the Circuit Court must sign the Final Plat, as set forth in Section 4.02.07.E, of the Escambia County Land Development Code. Also, prior to recording, the County Surveyor must sign the Final Plat as set forth in Chapter 177.081 (1) Florida Statutes;

A. Approve the final plat for recording;

B. Approve the street names "Boxelder Boulevard, Alder Avenue, and Basswood Boulevard";

C. Accept all public easements, drainage improvements within public easements/public parcels, as depicted upon the final plat for permanent County maintenance. The cost of pond maintenance is to be funded through the establishment of a stormwater management MSBU (Municipal Services Benefit Unit); and

D. Authorize the Chairman or Vice-Chairman to execute a Two-Year Warranty Agreement and Avigation Easement.

BACKGROUND:

The preliminary plat known as Beulah Meadows was approved on November 6, 2013. The Construction Plans known as Beulah Meadows were approved on November 6, 2013. The Escambia County Department of Public Safety approved the street names “Boxelder Boulevard, Alder Avenue and Basswood Boulevard”; on January 7, 2015. The Development Services Department inspected the improvements on January 8,

2015, and found improvements substantially complete and in accordance with applicable County requirements. An executed Two-Year Warranty Agreement and Avigation Easement will be recorded with the final plat. Staff has reviewed the final plat.

LEGAL CONSIDERATIONS/SIGN-OFF:

This recommendation is consistent with previous practices of the County Attorney's Office. The Two-Year Warranty Agreement without Surety and Avigation Easement were approved by Stephen West on January 9, 2015.

PERSONNEL:

All work associated with this recommendation was done in-house and no additional staff was required. Future Road Department budgets will reflect additional cost to maintain these improvements.

POLICY/REQUIREMENT FOR BOARD ACTION:

Based on the County Land Development Code – providing procurement for surety to warrant subdivision improvements (Ord. #2002-9) and the Florida State Plat Act - Chapter 177.

IMPLEMENTATION REQUIREMENTS:

Once the final plat has been approved by the Board and final sign-offs given by the County Engineer, County Surveyor and Development Services Interim Director, the plat shall be transmitted to the Clerk of the Circuit Court's Office for recording in the public records of Escambia County, Florida.

COORDINATION WITH OTHER AGENCIES/PERSONS:

Staff has been in contact with the developer's engineer/surveyor, County Road Department, County Building Inspections and Development Services Department.

Attachments

Approved Subdivison Plat
Location/Vicinity Map
Street Letter Approval
2 Year Warranty Agreement
Avigation Easement

Approved
ESCAMBIA COUNTY DRC PLAN REVIEW
DRC Chairman Signature / Development Services Director or Designee — Date 1-14-15
This document has been reviewed in accordance with the requirements of applicable Escambia County Regulations and Ordinances, and does not in any way relieve the submitting Architect, Engineer, Surveyor or other signatory from responsibility of details as drawn A Development Order must be obtained from the Development Review Committee (DRC) prior to the commencement of construction This approval by the DRC does not constitute approval by any other agency All additional state/federal permits shall be provided to the county prior to approval of a final plat or the issuance of state/federal permits shall be provided to the county prior to approval of a final plat or the issuance of a building permit

A FINAL PLAT OF

DANIELS GROVE

A RESIDENTIAL SUBDIVISION OF A PORTION OF
SECTION 34, TOWNSHIP 1 NORTH, RANGE 31 WEST
ESCAMBIA COUNTY, FLORIDA
FLU: MU-S, ZONED: V-2A
JANUARY 2015

DAVID W FITZPATRICK, P E, P A
PROFESSIONAL ENGINEER
10250 NORTH PALAFOX STREET
PENSACOLA, FLORIDA 32534
(850) 476-8677

OWNER AND DEVELOPER
B & C DEVELOPMENT LLC
CHARLES HEATON
P O BOX 6
CANTONMENT, FLORIDA 32533
PHONE (850) 453-1253

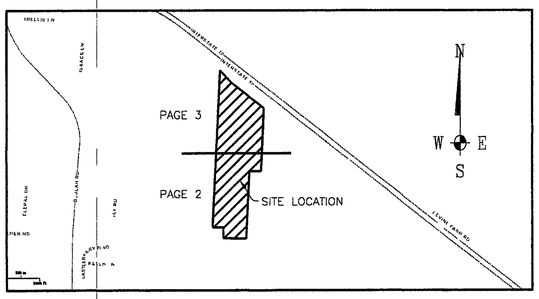
KJM
Land Planning, LLC
Kenneth J Monie
Professional Surveyor and Mapper
2828 Venetian Court
Gulf Breeze, 32563
850-438-0202 Fax 850-438-1307

BUILDING REQUIREMENTS FOR V-2A ZONE

-FRONT YARD, THERE SHALL BE A FRONT YARD HAVING A DEPTH OF NOT LESS THAN 25 FEET

-REAR YARD, THE MINIMUM REAR YARD SHALL NOT BE LESS THAN 25 FEET ON PROPERTY ABUTTING ESTUARINE, RIVERINE OR CREEK SYSTEMS, THE SETBACK SHALL BE IN ACCORDANCE WITH THE MARINE/ESTUARINE/RIVERINE SETBACK (MERS) PROVISION OF THE ESCAMBIA COUNTY LAND DEVELOPMENT CODE (ARTICLE 7) OR 30 FEET, WHICHEVER IS GREATER

-SIDE YARD, THE MINIMUM SIDE YARD ON EACH SIDE SHALL BE TEN PERCENT OF THE LOT WIDTH MEASURED AT THE FRONT BUILDING BUT NEED NOT EXCEED 15 FEET ON EACH SIDE, HOWEVER REQUIRED SIDE YARDS SHALL NOT BE LESS THAN FIVE FEET ON EACH SIDE



VICINITY MAP

KEY MAP

-PAGE 1 COVER SHEET
-PAGE 2 DRAWING OF SOUTH END OF SUBDIVISION
-PAGE 3 DRAWING OF NORTH END OF SUBDIVISION

SURVEYORS NOTES

- ALL MEASUREMENTS WERE MADE ACCORDING TO UNITED STATES STANDARD FOOT
- ALL BEARINGS AND DISTANCES ARE RECORD UNLESS OTHERWISE NOTED
- ERROR OF CLOSURE MEETS MINIMUM TECHNICAL STANDARDS
- BASIS OF BEARING SOUTH R/W LINE OF INTERSTATE 10 AS S50°22'37"E
- REFERENCE SOURCE FIELD WORK AND EXISTING FIELD MONUMENTATION, COPY OF COUNTY TAX ASSESSORS MAP No 373, COPY OF PLAT OF ELERAL ESTATES, PLAT BOOK 18, PAGE 20
- THE SUBJECT PROPERTY AS SHOWN HEREON IS LOCATED IN FLOOD ZONE A, (AREAS SUBJECT TO INUNDATION BY THE 1 PERCENT ANNUAL CHANCE FLOOD EVENT BECAUSE DETAILED HYDRAULIC ANALYSES HAVE NOT BEEN PERFORMED, NO BASE FLOOD ELEVATIONS (BFEs) OR FLOOD DEPTHS ARE SHOWN), AND FLOOD ZONE X, AS DETERMINED FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP OF ESCAMBIA COUNTY, FLORIDA, COMMUNITY 120080, FIRM MAP PANEL NUMBER 12033C0290G, MAP REVISION DATED SEPTEMBER 29, 2006
- THE CERTIFICATE OF AUTHORIZATION NUMBER FOR KJM LAND PLANNING, LLC, IS L B #7919
- THE GULF POWER EASEMENTS AS RECORDED IN DEED BOOK 373, PAGE 239 AND 242, AND OFFICIAL RECORDS BOOK 459, PAGE 341, AND OFFICIAL RECORDS BOOK 1377, PAGE 129 AS LISTED IN THE TITLE OPINION DO AFFECT THE PROPERTY

DESCRIPTION

COMMENCE AT SOUTHEAST CORNER SECTION 34, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA,
THENCE GO NORTH 87 DEGREES 09 MINUTES 59 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION FOR A DISTANCE OF 2062 73 FEET TO THE POINT OF BEGINNING,
THENCE CONTINUE NORTH 87 DEGREES 09 MINUTES 59 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION FOR A DISTANCE OF 405 43 FEET,
THENCE DEPARTING SAID SOUTH LINE GO NORTH 04 DEGREES 25 MINUTES 23 SECONDS EAST A DISTANCE OF 208 71 FEET,
THENCE GO NORTH 87 DEGREES 09 MINUTES 59 SECONDS WEST A DISTANCE OF 208 71 FEET,
THENCE GO NORTH 04 DEGREES 25 MINUTES 23 SECONDS EAST A DISTANCE OF 2964 03 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF INTERSTATE 10 (R/W VARIES),
THENCE GO SOUTH 41 DEGREES 07 MINUTES 36 SECONDS EAST ALONG SAID SOUTH RIGHT-OF-WAY A DISTANCE OF 323 13 FEET,
THENCE GO SOUTH 50 DEGREES 22 MINUTES 37 SECONDS EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 816 77 FEET,
THENCE DEPARTING SAID RIGHT-OF-WAY GO SOUTH 12 DEGREES 22 MINUTES 36 SECONDS WEST A DISTANCE OF 115 90 FEET,
THENCE GO SOUTH 05 DEGREES 39 MINUTES 43 SECONDS WEST A DISTANCE OF 1025 45 FEET,
THENCE GO NORTH 88 DEGREES 10 MINUTES 26 SECONDS WEST A DISTANCE OF 191 68 FEET,
THENCE GO SOUTH 06 DEGREES 48 MINUTES 19 SECONDS WEST A DISTANCE OF 1311 06 FEET TO THE POINT OF BEGINNING
ALL LYING AND BEING IN SECTION 34, TOWNSHIP 1 NORTH, RANGE 31 WEST AND CONTAINING 48 10 ACRES MORE OR LESS

NOTES

1 THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY

2 ANY PLATTED UTILITY EASEMENTS SHOWN HEREON SHALL ALSO BE EASEMENTS FOR CABLE TELEVISION SERVICES, BEING IN ACCORDANCE WITH AND SUBJECT TO THE PROVISIONS OF FLORIDA STATUTES 177 091 (28)

3 THERE IS A MINIMUM 5 0' PRIVATE DRAINAGE EASEMENT ALONG ALL COMMON LOT LINES HOME BUILDER IS TO CONSTRUCT DRAINAGE SWALES AS REQUIRED ALONG THESE EASEMENTS TO DIRECT STORM WATER CONVEYANCE SYSTEM AND NOT ACROSS NEIGHBORING LOTS

4 NO FENCES SHALL BE CONSTRUCTED IN THE DRAINAGE EASEMENTS NO STRUCTURES SHALL BE LOCATED WITHIN DRAINAGE EASEMENTS THAT MAY PROHIBIT OR RESTRICT FLOW OF STORMWATER

5 NO BUILDING ON LOTS WITH PERMANENT WATER TABLE LESS THAN 2 FEET

6 IT IS RECOMMENDED THAT LOTS 1-4, BLOCK "A" AND 1-4, BLOCK "D", HAVE "T" TYPE OR LOOPED DRIVEWAYS TO REDUCE BACKING INTO THE ROAD

7 PARCEL #34-1N-31-1301-000-001 WAS REZONED FROM VAG-2 TO V-2A PER B C C CASE #Z-2006-38

8 NO ENTRANCE SIGN IS PROPOSED

9 TOTAL NUMBER OF LOTS = 105

NOTE

TIES TO THE ESCAMBIA COUNTY GPS NETWORK WERE MADE IN ACCORDANCE WITH THE ESCAMBIA COUNTY LAND DEVELOPMENT CODE
ALL GEOGRAPHIC COORDINATES (LATITUDES AND LONGITUDES) REFERENCED HEREON ARE REFERENCED TO NAD 83 DATUM (NGS 1990)
ELEVATIONS AS SHOWN HEREON ARE REFERENCED FROM NATIONAL GEODETIC SURVEY BENCHMARK No "C 303"
HAVING A PUBLISHED ELEVATION OF 121 77' (NAVD88)

STATE PLANE COORDINATE TABLE

STATION	NORTHING	EASTING	SCALE FACTOR	CONVERGENCE	LATITUDE	LONGITUDE	ELEVATION
POINT "A"	575306 517'	1064625 282'	0 9999707	-01 26'35 201"	30°33 02 216'	87 22 18 176"	148 55
POINT "B"	577384 502'	1065670 145'	0 9999714	-01 26'29 499"	30 33'23 038"	87'22 06 828"	127 68'
POINT "C"	576364 033'	1065569 243'	0 9999711	-01 26'29 931"	30 33'12 916"	87'22'07 688'	140 83'

TO CONVERT GRID DISTANCE TO GROUND DISTANCES DIVIDE GRID DISTANCE BY AVERAGE SCALE FACTOR

ENGINEER'S CERTIFICATE

I, DAVID W FITZPATRICK, P E, P A AM THE ENGINEER OF RECORD FOR DANIELS GROVE AND HEREBY CERTIFY ALL CONSTRUCTED ROADWAYS, DRAINAGE, AND OTHER IMPROVEMENTS ARE DESIGNED TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL DEVELOPMENT REQUIREMENTS

DAVID FITZPATRICK, P E P A
PROFESSIONAL ENGINEER #47818
STATE OF FLORIDA
LICENSED BUSINESS #8423

SEAL

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, THAT THE SURVEY DATA COMPLIES WITH ALL THE PROVISIONS OF THE FLORIDA PLAT ACT, CHAPTER 177 THAT PERMANENT REFERENCE MONUMENTS, AND PERMANENT CONTROL POINTS, HAVE BEEN SET

1/14/15

KENNETH J MONIE
PROFESSIONAL SURVEYOR AND MAPPER #4655
LICENSED BUSINESS #7919
STATE OF FLORIDA

KJM LAND PLANNING, LLC
2828 VENETIAN COURT
GULF BREEZE, FL 32563

SEAL

RECD JAN 14 2014

CLERK OF THE CIRCUIT COURT CERTIFICATE OF APPROVAL

I PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA HEREBY CERTIFY THAT THE WITHIN PLAT COMPLIES WITH ALL THE REQUIREMENTS OF THE PLAT ACT (CHAPTER 177, SECTION 177 011 THROUGH 177 151 OF THE 1998 ACTS OF THE FLORIDA LEGISLATURE) AND THE SAME WAS FILED FOR RECORD ON THE _____ DAY OF _____ 2015, AND FILED IN PLAT BOOK _____ AT PAGE _____ OF SAID COUNTY

PAM CHILDERS — SEAL
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

CERTIFICATE OF APPROVAL

COMMISSIONERS OF ESCAMBIA COUNTY,
STATE OF FLORIDA
I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT 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 _____ DAY OF _____, 2015 WAS APPROVED FOR FILING BY THE SAID BOARD AND I, CLERK OF THE CIRCUIT COURT WAS INSTRUCTED TO SO CERTIFY HEREON

PAM CHILDERS — SEAL
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

APPROVALS

DATE
JOY BLACKMON P E
COUNTY ENGINEER
PUBLIC WORKS DIRECTOR

DATE
HORACE JONES
DEVELOPMENT SERVICES INTERIM DIRECTOR

CERTIFICATE OF PLAT REVIEW

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO FLORIDA STATUTES CHAPTER 177, PART 1, PLATTING BY THE OFFICE OF THE COUNTY SURVEYOR OF ESCAMBIA COUNTY, FLORIDA ON THIS _____ DAY OF _____ 2015

R S COLOCADO, P S M , COUNTY SURVEYOR
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO 6049

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT B&C DEVELOPMENT LLC, A FLORIDA LIMITED LIABILITY COMPANY, AS OWNER AND DEVELOPER OF THE LAND DESCRIBED HEREIN, AND PLATTED HEREON AS DANIELS GROVE ("THE LAND") AND VERNON E COOKE AND REBECCA J COOKE, HUSBAND AND WIFE, THE OWNERS OF A PORTION OF THE LAND, HEREBY DEDICATE TO THE PUBLIC THE ROADS AND RIGHTS-OF-WAY, THE DRAINAGE, UTILITY & ACCESS EASEMENTS, AND DRY RETENTION PONDS #1 AND #2, AND DEDICATE TO EMERALD COAST UTILITIES AUTHORITY PRIVATE PARCEL "D," AND DEDICATE TO AMERICAN TELEPHONE & TELEGRAPH COMPANY PARCEL "G," AND DEDICATE TO THE DANIELS GROVE HOMEOWNERS' ASSOCIATION THE 10' PRIVATE DRAINAGE EASEMENT, PRIVATE WETLAND ACCESS PARCEL "A," PRIVATE WETLAND PARCELS "B" AND "C," THE WETLAND BUFFERS, AND PRIVATE ISLAND PARCELS "E" AND "F," AND REQUEST THE FILING OF THIS PLAT IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA

B & C DEVELOPMENT, LLC
A FLORIDA LIMITED LIABILITY COMPANY

WITNESS — BY CHARLES HEATON
PRINTED NAME — ITS MANAGER

WITNESS — VERNON E COOKE
PRINTED NAME

WITNESS — REBECCA J COOKE
PRINTED NAME

STATE OF FLORIDA
COUNTY OF ESCAMBIA

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2015 BY CHARLES W HEATON, AS MANAGER OF B&C DEVELOPMENT, LLC A FLORIDA LIMITED LIABILITY COMPANY

_____ PERSONALLY KNOW — NOTARY PUBLIC
OR
_____ PRODUCED IDENTIFICATION
TYPE OF IDENTIFICATION PRODUCED _____

STATE OF FLORIDA
COUNTY OF ESCAMBIA

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2015 BY VERNON E COOKE AND REBECCA J COOKE HUSBAND AND WIFE

_____ PERSONALLY KNOW — NOTARY PUBLIC
OR
_____ PRODUCED IDENTIFICATION
TYPE OF IDENTIFICATION PRODUCED _____

ACKNOWLEDGEMENT

COUNTY OF ESCAMBIA
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2015, BY _____ OF _____, AS MORTGAGEE HE IS PERSONALLY KNOWN TO ME AND DID NOT TAKE AN OATH

NOTARY PUBLIC
STATE OF FLORIDA

MY COMMISSION EXPIRES

CERTIFICATE OF ATTORNEY

I, STEPHEN R MOORHEAD, AS A MEMBER OF THE FLORIDA BAR AND ON BEHALF OF THE OWNER, HEREBY CERTIFY THAT I HAVE EXAMINED THE PLAT HEREON AND THE ACCOMPANYING DOCUMENTS AND HAVE FOUND THEM TO BE IN PROPER FORM AND TO MEET THE REQUIREMENTS OF THE FLORIDA PLAT ACT AND THE ESCAMBIA COUNTY LAND DEVELOPMENT CODE, ARTICLE IV
SIGNED THIS _____ DAY OF _____, 2015

STEPHEN R MOORHEAD
25 WEST GOVERNMENT STREET
PENSACOLA, FL 32502

RESTRICTIVE COVENANTS FILED OFFICIAL RECORD BOOK _____ PAGE _____

PLAT BOOK _____ PAGE _____

APPROVED
1-14-15
KJT

A FINAL PLAT OF

DANIELS GROVE

A RESIDENTIAL SUBDIVISION OF A PORTION OF
SECTION 34, TOWNSHIP 1 NORTH, RANGE 31 WEST
ESCAMBIA COUNTY, FLORIDA
FLU: MU-S, ZONED: V-2A
JANUARY 2015

KJM
Land Planning, LLC
Kenneth J Mone
Professional Surveyor and Mapper
2928 Venetian Court
Gulf Breeze 32563
850-438-0202 Fax 850-438-1307

DAVID W FITZPATRICK, P E, P A
PROFESSIONAL ENGINEER
10250 NORTH PALAFOX STREET
PENSACOLA, FLORIDA 32534
(850) 476-8677

OWNER AND DEVELOPER
B & C DEVELOPMENT LLC
CHARLES HEATON
P O BOX 6
CANTONMENT, FLORIDA 32533
PHONE (850) 453-1253

POINT OF COMMENCEMENT
SOUTHEAST CORNER OF SECTION 34
TOWNSHIP 1 NORTH RANGE 31 WEST
ESCAMBIA COUNTY FLORIDA

POINT OF BEGINNING

POINT "A"

POINT "C"

UNPLATTED

BASSWOOD BOULEVARD (50' PUBLIC RIGHT-OF-WAY)

BOXELDER BOULEVARD (50' PUBLIC RIGHT-OF-WAY)

BOXELDER BOULEVARD (80' PUBLIC RIGHT-OF-WAY)

ALDER AVENUE (50' PUBLIC RIGHT-OF-WAY)

FRANK REEDER ROAD (66' PUBLIC RIGHT-OF-WAY)

BLOCK "A"

BLOCK "B"

BLOCK "D"

PRIVATE ISLAND DETAIL (NOT TO SCALE)

AT&T PRIVATE PARCEL "G" DETAIL (NOT TO SCALE)

AT&T EASEMENT LINE TABLE		
LINE #	BEARING	DISTANCE
L-65	S04 25'23"W	10 00'
L-66	S87 09'59"E	10 00'
L-67	S87 09'59"E	10 00'
L-68	S04 25'23"W	10 00'

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C-1	25 00'	90 00'00"	39 27'	35 36'	S42 09'59"E
C-2	500 00	09 15'00"	80 72'	80 63"	S07 27 31"W
C-3	500 00'	06 52'57"	60 06'	60 03'	S15 31'29"W
C-4	500 00'	04 33'07"	39 72'	39 71'	N16 41'24"E
C-5	500 00'	07 36'31"	66 40'	66 35'	N10 36'35"E
C-6	550 00'	02 22'53"	22 86'	22 86'	N05 36'53"E
C-7	25 00'	89 59'57"	39 27'	35 36'	S49 25 25"W
C-8	75 00'	26 15'42"	34 38'	34 08'	N81 17'33"E
C-9	75 00'	34 49'39"	45 59'	44 89'	N50 44'52"E
C-10	75 00'	27 40'19"	36 22'	35 87'	N19 29'53"E
C-20	25 00'	88 45'40"	38 73'	34 97'	N50 02'33"E
C-21	25 00'	90 00'03"	39 27'	35 36'	S40 34'35"E
C-35	75 00'	18 24'55"	24 11'	24 00'	S04 47'04"E
C-36	75 00'	45 15'57"	59 25'	57 72'	S36 37'31"E
C-37	75 00'	25 33'41"	33 46'	33 18'	S72 02'20"E
C-38	35 00'	106 32'46"	65 09'	56 10'	N31 32'47"W
C-39	580 00'	09 52'43"	41 36'	41 35'	S19 41'02"W
C-40	580 00'	07 55'51"	80 28'	80 22'	S13 40'33"W

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C-41	580 00'	06 52'36"	69 61'	69 57'	S06 16'19"W
C-42	25 00'	90 00'00"	39 27'	35 36'	N47 50'01"E
C-43	25 00'	89 14'34"	38 94'	35 12'	S40 11'53"E
C-44	25 00'	76 50'45"	33 53'	31 07'	N56 45'27"E
C-45	300 00'	08 18'30"	43 50'	43 46'	N14 10'50"E
C-46	300 00'	03 13'16"	16 87'	16 86'	N08 24'57"E
C-47	300 00'	02 22'53"	20 78'	20 78'	N05 36'53"E
C-48	25 00'	90 00'03"	39 27'	35 36'	N40 34'35"W
C-49	25 00'	89 59'57"	39 27'	35 36'	S49 25'25"W
C-50	7 50'	180 00'00"	23 56'	15 00'	S87 09'59"E
C-51	547 50'	02 42'15"	25 84'	25 84'	S04 11'09"W
C-52	7 50'	180 00'00"	23 56'	15 00'	N84 27'44"W
C-53	532 50'	02 42'13"	25 13'	25 13'	S04 11'09"W
C-54	7 50'	180 00'00"	23 56'	15 00'	S80 00'20"E
C-55	547 50'	08 20'24"	79 69"	79 62'	S14 09'52"W
C-56	7 50'	180 00'00"	23 56'	15 00'	N71 39'56"W
C-57	532 50'	08 20'24"	77 51'	77 44'	S14 09 52"W
C-58	540 00'	02 51'55"	27 00'	27 00'	S07 45'58"W

CENTERLINE CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
CL-1	540 00'	15 30'03"	146 09'	145 65'	S10 35'03"W
CL-2	460 00'	11 31'45"	92 56'	92 41'	N12 34'12"E
CL-3	460 00'	03 34'39"	28 72'	28 72'	N16 32'45"E
CL-4	460 00'	07 57'06"	63 84'	63 79'	N10 46'52"E
CL-5	525 00'	02 22'53"	21 82'	21 82	N05 36'53"E
CL-6	50 00'	88 43'35"	77 43'	69 92'	N50 03'36"E
CL-7	175 00'	06 04'53"	18 57'	18 57'	S08 44'15"W
CL-8	50 00'	89 14'37"	77 88'	70 24'	S40 11 52"E
CL-9	35 00'	89 59'57"	54 98'	49 50'	S49 25'25"W
CL-10	50 00	82 06'40"	71 66'	65 68'	N53 22'03"E

LEGEND

- ● –FOUND 1/2 CAPPED IRON ROD L B #6993
- ○ –FOUND PLAIN IRON ROD
- ⊙ –FOUND PLAIN RAILROAD SPIKE
- ● –SET 1/2 CAPPED IRON ROD L B #7919
- ● –SET 1/2" ALLOY CAPPED IRON ROD L B #7919
- ● –FOUND 4"x4" CONCRETE MONUMENT L B #7107
- D O T –DEPARTMENT OF TRANSPORTATION
- R/W –RIGHT-OF-WAY
- L B –LICENSED BUSINESS
- PSM –PROFESSIONAL SURVEYOR AND MAPPER
- AT&T –AMERICAN TELEPHONE & TELEGRAPH
- O R –OFFICIAL RECORDS
- R –RADIAL
- N R –NON RADIAL
- PC –POINT OF CURVATURE
- PT –POINT OF TANGENCY
- PI –POINT OF INTERSECTION
- RP –RADIUS POINT
- PRC –POINT OF REVERSE CURVATURE

NORTH
EAST
SOUTH
WEST

60' 30' 0 60'
SCALE 1" = 60'

RESTRICTIVE COVENANTS FILED OFFICIAL RECORD BOOK _____ PAGE _____

PLAT BOOK _____ PAGE _____

APPROVED
1-14-15

A FINAL PLAT OF

DANIELS GROVE

A RESIDENTIAL SUBDIVISION OF A PORTION OF
SECTION 34, TOWNSHIP 1 NORTH, RANGE 31 WEST
ESCAMBIA COUNTY, FLORIDA
FLU: MU-S, ZONED: V-2A
JANUARY 2015

WETLAND LINE TABLE		
LINE	BEARING	LENGTH
L-1	N80 01'43"E	28 08'
L-2	S60 20'23"E	20 49'
L-3	S41 25'59"E	18 34'
L-4	S20 08'59"E	22 10'
L-5	S03 53'11"E	41 47'
L-6	S12'51'07"E	37 17'
L-7	S37 18'06"E	24 70'
L-8	S13 23'23"E	40 40'
L-9	S02'40'02"E	43 91'
L-10	S19'45'13"E	28 57'
L-11	S17 04'45"E	13 75'
L-12	S43 43'07"W	34 48'
L-13	S24 29'44"E	13 88'
L-14	S40 01'22"E	23 74'
L-15	S41 46'16"E	71 02'
L-16	S47 40'56"E	36 87'
L-17	S75'43'28"E	45 07'
L-18	N71 52'15"E	29 55'
L-19	N45 55'34"E	23 33'
L-20	N11 11'35"E	23 96'
L-21	N24 41'17"E	13 09'
L-22	N22'45'56"E	19 85'
L-23	N80 17'53"E	21 43'
L-24	N84'46'37"E	29 31'
L-25	N26 51'30"W	17 72'
L-26	N60 20'36"E	36 26'
L-27	N02 09'19"E	19 35'
L-28	N16 16'42"E	32 72'
L-29	N52 45'21"E	23 15'
L-30	N11 27'51"E	36 68'
L-31	N35 23'46"E	55 11'
L-32	N33 40'29"E	108 39'
L-33	S89 02'24"E	31 29'
L-34	N33'53'39"W	40 32'
L-35	N44 19'15"W	280 32'
L-36	N37 01'54"W	111 16'
L-37	N16 51'56"W	157 59'
L-38	N03 56'49"E	85 73'
L-39	N08'37'04"E	29 25'
L-40	N26 21'06"E	63 04'
L-41	N29 40'34"E	160 13'
L-42	N47 46'53"E	15 99'
L-43	N82 44'40"E	23 15'
L-44	S53'04'38"E	28 59'
L-45	S44 06'44"E	58 46'
L-46	S41 20'10"E	34 58'
L-47	S08 13'33"E	30 26'
L-48	S02 23'54"E	48 41'
L-49	S08 31'24"W	40 87'
L-50	N32'01'02"E	27 49'
L-51	N46 02'41"E	24 44'
L-52	S03 40'36"E	24 51'
L-53	S21 13'10"W	40 52'
L-54	S40 20'12"W	36 87'
L-55	S76 47'16"W	22 84'
L-56	S59 12'08"W	68 72'
L-57	N47'14'43"W	30 02'
L-58	N60 42'53"E	56 55'
L-59	N29 08'04"E	8 53'
L-60	S63 58'29"W	34 64'
L-61	S70 09'15"W	26 50'
L-62	S87'48'53"W	41 40'
L-63	N81 45'01"W	50 24'
L-64	N58 33'30"W	36 77'

LINE TABLE		
LINE #	BEARING	DISTANCE
L-69	N85 34'37"W	47 74'
L-70	S80 01'43"W	24 97'
L-71	N60 20'23"W	9 02'
L-72	N20 08'59"W	16 05'
L-73	N03'53'11"W	39 54'
L-74	N12 51'07"W	46 03'
L-75	N37 18'06"W	24 84'
L-76	N13 23'23"W	31 23'
L-77	N02 40'02"W	45 60'
L-78	N19 45'13"W	27 94'
L-79	N43 43'07"E	36 96'
L-80	N24 29'44"W	38 29'
L-81	N40 01'22"W	12 95'
L-82	S48 13'44"W	27 31'
L-83	N41 46'16"W	30 00'
L-84	N48 13'44"E	27 78'
L-85	N41'46'16"W	58 36'
L-86	N47 40'56"W	45 91'
L-87	N75 43'26"W	61 27'
L-88	S71 52'15"W	45 18'
L-89	S69 53'19"W	11 57'
L-90	N58'35'21"W	47 36'
L-91	N88 59'40"W	16 94'
L-92	S61'24'57"W	51 69'
L-93	N65 20'14"E	52 47'
L-94	N40'20'12"E	51 80'
L-95	N21 13'10"E	52 19'
L-96	N03 40'36"W	36 63'
L-97	N74 36'23"W	42 95'
L-98	S17 19'22"E	75 04'
L-99	S41 20'10"E	37 56'
L-100	S44 06'44"E	60 00'
L-101	S53'04'38"E	14 35'
L-102	S33'53'39"E	57 68'

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C-7	25 00'	89 59'57"	39 27	35 36'	S49 25'25"W
C-8	75 00'	26 15'42"	34 38'	34 08'	N81 17'33"E
C-9	75 00'	34 49'39"	45 59'	44 89'	N50 44'52"E
C-10	75 00'	27 40'19"	36 22'	35 87'	N19 29'53"E
C-11	150 00'	02 25'00"	6 33'	6 33'	S06 52'13"W
C-12	150 00'	03 41'58"	9 69'	9 68'	S09 55'42"W
C-13	25 00'	48 11'23"	21 03'	20 41'	S35 52'22"W
C-14	50 00'	78 40'29"	68 66'	63 39'	N20 37'50"E
C-15	50 00'	52 52'35"	46 14'	44 52'	N45 17'47"W
C-16	50 00'	59 50'05"	52 22'	49 88'	S78 28'53"W
C-17	50 00'	84 58'32"	74 16'	67 54'	S06 04'34"W
C-18	25 00'	48 11'23"	21 03	20 41'	N12 19'00"W
C-19	200 00'	06 06'58"	21 35'	21 34'	S08 43'12"W
C-20	25 00'	88 45'40"	38 73'	34 97'	N50 02'33"E
C-21	25 00'	90 00'03"	39 27'	35 36'	S40 34'35"E
C-22	25 00'	90 00'00"	39 27'	35 36'	S49 25'23"W
C-23	75 00'	9 18'30"	12 18'	12 17'	N89 46'08"E
C-24	75 00'	36 46'41"	48 14'	47 32'	N66 43'33"E
C-25	75 00'	35 02'44"	45 87'	45 16'	N30 48'50"E
C-26	25 00'	07 39'13"	3 34'	3 34'	S17 07'04"W
C-27	25 00'	32 52'55"	14 35'	14 15'	S37 23'08"W
C-28	50 00'	73 04'17"	63 77'	59 53'	N17 17'27"E
C-29	50 00'	50 05'57"	43 72'	42 34'	N44 17'40"W
C-30	50 00'	75 47'36"	66 14'	61 42'	S72 45'33"W
C-31	50 00'	26 27'46"	23 09	22 89'	S21 37'52"W
C-32	50 00'	37 36'09"	32 81'	32 23'	S10 24'06"E
C-33	25 00'	123 37'33"	53 94'	44 07'	N32 36'37"W
C-34	25 00'	90 00'00"	39 27'	35 36'	N40 34'37"W
C-35	25 00'	90 00'03"	39 27'	35 36'	N40 34'37"W
C-49	25 00'	89 59'57"	39 27'	35 36'	S49 25'25"W

CENTERLINE CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
CL-6	50 00'	88 45'40"	77 46'	69 94'	N50 02'33"E
CL-7	175 00'	06 06'58"	18 68'	18 67'	N08 43'13"E
CL-9	35 00'	89 59'57"	54 98'	49 50'	N49 25'25"E
CL-10	50 00'	82 06'40"	71 66'	65 68'	N53 22'03"E

LEGEND
- ● –FOUND 1/2" CAPPED IRON ROD L B #6993
- ⊙ –FOUND PLAIN IRON ROD
- ⊙ –FOUND PLAIN RAILROAD SPIKE
- ⊛ –SET 1/2" CAPPED IRON ROD L B #7919
- ● –SET 1/2" ALLOY CAPPED IRON ROD L B #7919
- ⊠ –FOUND 4 x4 CONCRETE MONUMENT L B #7107

D O T –DEPARTMENT OF TRANSPORTATION
R/W –RIGHT-OF-WAY
L B –LICENSED BUSINESS
PSM –PROFESSIONAL SURVEYOR AND MAPPER
AT&T –AMERICAN TELEPHONE & TELEGRAPH
O R –OFFICIAL RECORDS
R –RADIAL
N R –NON RADIAL
PC –POINT OF CURVATURE
PT –POINT OF TANGENCY
PI –POINT OF INTERSECTION
RP –RADIUS POINT
PRC –POINT OF REVERSE CURVATURE

KJM
Land Planning, LLC
Kenneth J Mome
Professional Surveyor and Mapper
2626 Venetian Court
Gulf Breeze, 32563
850-438-0202 Fax 850-438-1307

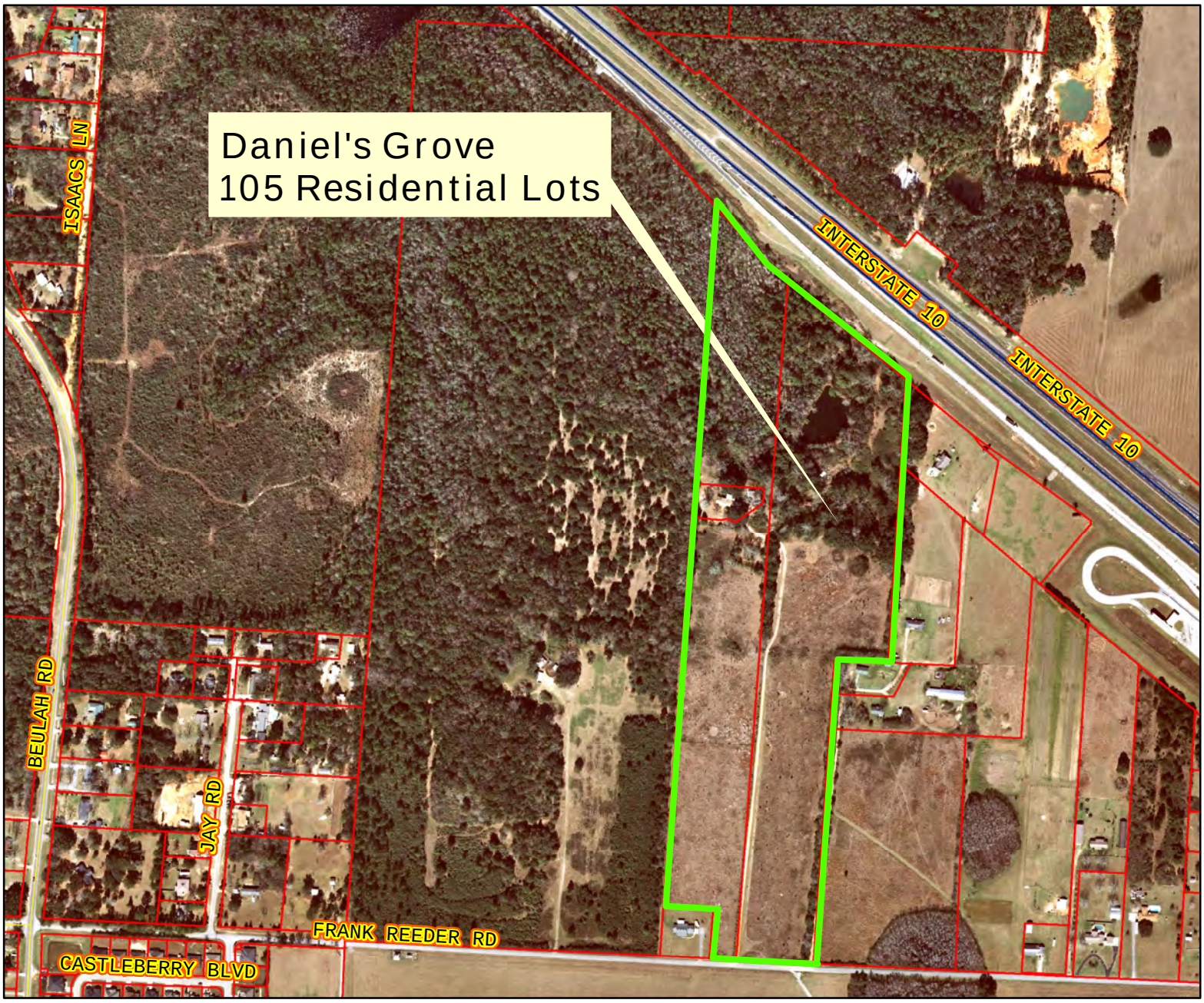
OWNER AND DEVELOPER
B & C DEVELOPMENT LLC
CHARLES HEATON
P O BOX 6
CANTONMENT, FLORIDA 32533
PHONE (850) 453-1253

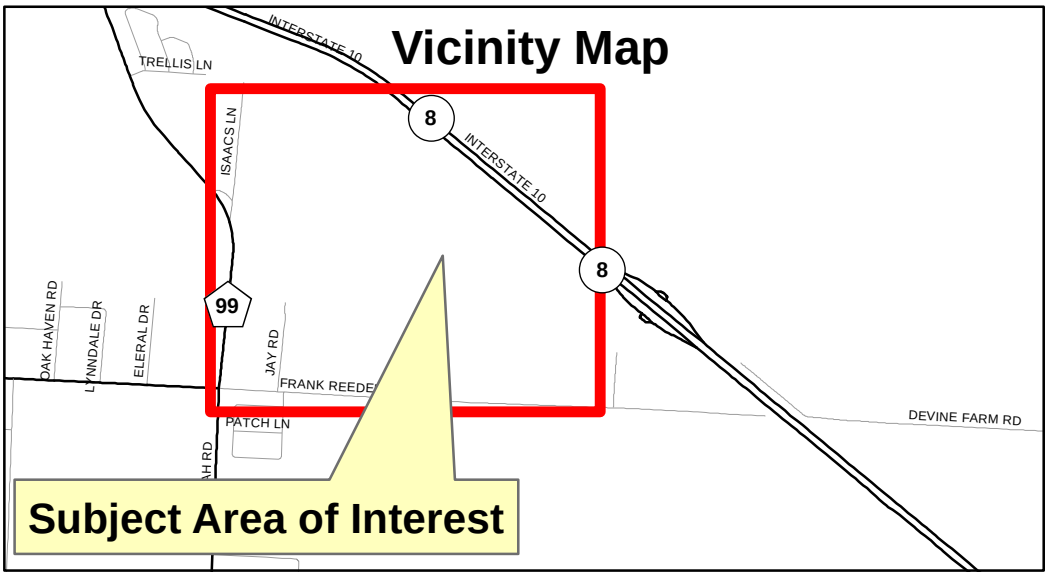
DAVID W FITZPATRICK, P E, P A
PROFESSIONAL ENGINEER
10250 NORTH PALAFOX STREET
PENSACOLA, FLORIDA 32534
(850) 476-8677

RESTRICTIVE COVENANTS FILED OFFICIAL RECORD BOOK_____ PAGE_____

PLAT BOOK_____ PAGE_____

Final Plat
Daniel's Grove





N

ESCAMBIA COUNTY FLORIDA

Development Services RGG 12/31/2014

Board of County Commissioners • Escambia County, Florida

Michael T. Moring, Emergency Communications Chief
Public Safety Department

December 30, 2014

Street Letter Approval

The following names have been submitted for approval:

Boxelder Boulevard
Alder Avenue
Basswood Boulevard

The streets are located in:

Daniel's Grove

The name was requested by:

David Fitzpatrick, P.E.

Escambia County Public Safety concurs the street names above are not duplicates of any other street names in Escambia County Florida.

Michael T. Moring

9-1-1 Coordinator

6575 North W Street • Pensacola, Florida 32505-1714
Telephone (850) 471-6400 • Fax (850) 471-6455
www.myescambia.com

Prepared by:
David W. Fitzpatrick, P.E., P.A.
10250 North Palafox Street
Pensacola, Florida 32534

TWO-YEAR WARRANTY AGREEMENT
FOR STREETS AND DRAINAGE IMPROVEMENTS WITHOUT
SURETY/FINANCIAL SECURITY
(Limited Liability Company)

This Two-Year Warranty Agreement (Agreement) is entered by and between B & C Development, LLC, a limited liability company organized under the laws of the State of Florida whose address is PO Box 6, Cantonment Florida 32533 (Developer) and Escambia County, a political subdivision of the State of Florida, whose address is Post Office Box, 1591, 221 Palafox Place, Pensacola, Florida 32591 (County).

WITNESSETH:

WHEREAS, Developer has undertaken to develop and construct certain streets and drainage improvements in and for Daniels Grove Subdivision Development, more particularly described as follows:

See Exhibit A (Legal Description) for **Daniels Grove Subdivision**

WHEREAS, Developer wishes to have the streets and drainage improvements dedicated to the public and accepted for maintenance by the County; and

WHEREAS, the streets and drainage improvements have been built and approved in accordance with County standards; and

WHEREAS, a condition of the County accepting the streets and drainage improvements is the Developer's agreement to provide a warranty for the improvements in accordance with Section 4.03.03.C., Escambia County Land Development Code;

NOW, THEREFORE, in consideration of the County accepting the streets and drainage improvements, and for other good and sufficient consideration, the receipt of which is acknowledged, Developer and the County agree as follows:

1. The foregoing recitals are incorporated in this Agreement by reference.

2. Developer warrants that it shall, at its sole expense, for a period of two years from the date of the County's acceptance of the above-referenced streets and drainage improvements (Warranty Period):

a. repair all defects due to design, construction, materials or workmanship that may be discovered during the Warranty Period; and

b. take every reasonable precaution during the course of any repairs to protect the work from damage by the elements and provide and maintain suitable barricades and signs, which shall remain lighted from sunset to sunrise; and

c. indemnify, pay on behalf of, protect, defend, and hold harmless the County, or its officers, agents, and employees from and against any demand, claim, suit, loss, expense or damage that may be asserted against any of them by reason of any alleged damage to property or injury to or death of any person arising out of or in any way related to a defect in streets and drainage improvements or Developer's obligations under this Agreement.

3. During the Warranty Period, if in the judgment of the County Engineer or her designee repairs to the streets and drainage improvements become necessary due to any defect in the design, construction, materials, or workmanship, then upon notice from the County, Developer shall, at its sole expense, remove and replace all defective materials, repair any defects, and otherwise bring the improvements into compliance with the construction drawings and specifications approved by the Escambia County Development Review Committee. Developer shall correct any defect within thirty (30) calendar days, or, if the defect cannot reasonably be corrected within that period, commence corrective action within thirty (30) calendar days and thereafter diligently pursue the corrective action to completion. The County Engineer, in her sole discretion, may require the Developer to fulfill its obligations within a shorter period of time in order to comply with federal, state or local regulations or to protect the public health, safety, or welfare. Should the Developer fail to fulfill its obligations, the County may perform the repairs necessary to correct the defect, and the Developer shall be responsible for the costs of any such repairs, even if the County performs the repairs after the expiration of the Warranty Period. If the Developer fails to pay the costs incurred by the County within thirty (30) days of County's written demand, then the County may pursue collection of such costs in a court of competent jurisdiction.

4. In any judicial action brought by the County to enforce the provisions of this Agreement, Developer agrees to pay the costs, including reasonable attorney's fees through appeal, that the County may incur. Venue for any judicial action shall lie in Escambia County, Florida.

5. The parties shall execute the original Agreement with all attached exhibits. The Developer shall record the executed Agreement in the public records and provide a certified copy of the recorded Agreement to the County's Engineering Department.

6. During the Warranty Period, Developer shall advise the County in writing of any change in address, contact information or corporate status.

7. Developer's obligations under this Agreement shall include, but not be limited to, those minor infrastructure deficiencies listed in Section 4.03.03.C, Escambia County Land Development Code.

8. Developer's failure to perform its obligations under this Agreement may result in the denial of building permits and certificates of occupancy in accordance with Section 4.03.02.A, Escambia County Land Development Code.

IN WITNESS THEREOF, the parties have executed this Agreement on the dates shown below.

WITNESS:

David Fitzpatrick
(printed name)

WITNESS:

Anthony Burkett
(printed name)

DEVELOPER/OWNER:

B & C Development, LLC
(name of limited liability company)

By: _____
(signature)

Charles Heaton
(printed name)

MGRM
(select one title: manager/member/managing member)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 7 day of January, 2015 by Charles Heaton as MGRM (select one title: Manager/Member/Managing Member) of B & C Development LLC (name of limited liability company). He/She (✓) is personally known to me, or (___) has produced _____ as identification.

(Notary Seal)

ANTHONY DEWAYNE BURKETT
MY COMMISSION # EE070495
EXPIRES March 03, 2015
(407) 398-0153 FloridaNotaryService.com

Signature of Notary

Anthony Burkett
Name of Notary (printed)

Escambia County, through its Board of County Commissioners

By: _____

_____, Chairman

____ day of _____,20___

ATTEST: **Pam Childers**
Clerk of the Circuit Court

_____
Deputy Clerk

BCC Approved: _____

This document approved as to form and legal sufficiency.

By: _____

Title: Asst County Attorney

Date: Jan 9, 2015

Exhibit A
Legal Description of Development

NOTE: ATTACH AN EXHIBIT A LEGAL DECRIPTION WHICH MATCHES THE FINAL PLAT AND INDICATE WHO PREPARED THE EXHIBIT A

Prepared by: **KJM Land Planning, LLC**
2828 Venetian Court
Gulf Breeze, Florida
32563

DESCRIPTION:

COMMENCE AT SOUTHEAST CORNER SECTION 34, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA;
THENCE GO NORTH 87 DEGREES 09 MINUTES 59 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION FOR A DISTANCE OF 2062.73 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUE NORTH 87 DEGREES 09 MINUTES 59 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION FOR A DISTANCE OF 405.43 FEET;
THENCE DEPARTING SAID SOUTH LINE GO NORTH 04 DEGREES 25 MINUTES 23 SECONDS EAST A DISTANCE OF 208.71 FEET;
THENCE GO NORTH 87 DEGREES 09 MINUTES 59 SECONDS WEST A DISTANCE OF 208.71 FEET;
THENCE GO NORTH 04 DEGREES 25 MINUTES 23 SECONDS EAST A DISTANCE OF 2964.03 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF INTERSTATE 10 (R/W VARIES);
THENCE GO SOUTH 41 DEGREES 07 MINUTES 36 SECONDS EAST ALONG SAID SOUTH RIGHT-OF-WAY A DISTANCE OF 323.13 FEET;
THENCE GO SOUTH 50 DEGREES 22 MINUTES 37 SECONDS EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 816.77 FEET;
THENCE DEPARTING SAID RIGHT-OF-WAY GO SOUTH 12 DEGREES 22 MINUTES 36 SECONDS WEST A DISTANCE OF 115.90 FEET;
THENCE GO SOUTH 05 DEGREES 39 MINUTES 43 SECONDS WEST A DISTANCE OF 1025.45 FEET;
THENCE GO NORTH 88 DEGREES 10 MINUTES 26 SECONDS WEST A DISTANCE OF 191.68 FEET;
THENCE GO SOUTH 06 DEGREES 48 MINUTES 19 SECONDS WEST A DISTANCE OF 1311.06 FEET TO THE POINT OF BEGINNING.
ALL LYING AND BEING IN SECTION 34, TOWNSHIP 1 NORTH, RANGE 31 WEST AND CONTAINING 48.10 ACRES MORE OR LESS.

Prepared by:
David W. Fitzpatrick, P.E.,P.A.
10250 N Palafox Street
Pensacola, Florida 32534

AVIGATION EASEMENT
(Limited Liability Company)

THIS GRANT OF AN AVIGATION EASEMENT made this 7 day of January, 20 15, by and between B & C Development, LLC, a limited liability company organized under the laws of the State of Florida, whose mailing address is PO Box 6, Cantonment, Florida 32533 ("Grantor," which term shall include the singular and plural, masculine and feminine), and Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose mailing address is 223 Palafox Place, Pensacola, Florida 32502 ("Grantee").

WITNESSETH

WHEREAS Grantor is the owner of certain real property located in Escambia County, Florida; and

WHEREAS, Grantee requires, as a condition precedent to the development or use of the property, conveyance from Grantor of an Avigation Easement; and

WHEREAS Grantor has agreed to grant an Avigation Easement to Grantee in and over Grantor's property under the terms and conditions set forth in this instrument;

NOW, THEREFORE, Grantor, for good and valuable consideration the receipt and sufficiency of which is acknowledged, does grant to Grantee and Grantee's heirs, assigns, successors, and legal representatives, a perpetual Avigation Easement in and over the following described property (Property):

See legal description attached as Exhibit A

This Avigation Easement is granted with the following express terms and conditions:

1. Grantor grants, bargains, sells, and conveys to Grantee, its successors and assigns, for the use and benefit of Grantee and any civilian or military airfields that may be located in Escambia County and any operators, owners, or users of civilian or military Aircraft that may operate in the airspace in and above Escambia County, a perpetual Avigation Easement for the free and unobstructed flight of Aircraft ("Aircraft" being defined for the purpose of this instrument as any contrivance now known or hereafter invented, used, or designed for flight in and through the air)

right to create or cause in the airspace such noise, vibrations, odors, vapors, exhaust, smoke, dust or other effects that may be inherent in the operation of Aircraft, and for the use of the airspace by Aircraft for launching from, maneuvering about, and landing at local civilian or military airfields.

2. Nothing in this instrument shall operate to preclude claims by Grantor, his heirs, assigns, successors, and legal representatives, for any physical injuries or damages caused by Aircraft crashing into or otherwise coming into direct physical contact with the Property or persons located thereon.

3. Grantor, for himself, his heirs, assigns, successors, and legal representatives, expressly releases and forever discharges Grantee, its elected or appointed officials, representatives, agents, employees, and any operators, owners, or users of civilian or military Aircraft or airfields, from any and all liability whatsoever, including any and all suits, claims, debts, obligations, costs, expenses, actions, or demands, vested or contingent, known or unknown, whether for injuries to persons or damages to property, which Grantor may own, hold, or assert by reason of noise, vibrations, odors, vapors, exhaust, smoke, dust or other effects that may be inherent in the operation of Aircraft, caused or created by the flight or passage of Aircraft in or through the airspace subject to the easement described in this instrument. Additionally, Grantor, for himself, his heirs, assigns, successors, and legal representatives, waives any and all right to sue Grantee, its elected or appointed officials, representatives, agents, or employees, and any operators, owners, or users of civilian or military Aircraft or airfields, and agrees to dismiss any and all such suits that may be now or subsequently asserted against Grantee, its elected or appointed officials, representatives, agents, or employees, and any operators, owners, or users of civilian or military Aircraft or airfields, for injuries to persons or damage to property arising from noise, vibrations, odors, vapors, exhaust, smoke, dust or other effects that may be inherent in the operation of Aircraft, caused or created by the flight or passage of Aircraft in or through the airspace subject to the easement described in this instrument. Grantor acknowledges that the above-stated consideration is all that Grantor will receive for this easement and no promise for any other or further consideration has been made by anyone. Grantor further acknowledges that Grantor is executing this instrument solely in reliance upon his own knowledge, belief, and judgment and not upon any representations made by any party released or others in their behalf.

4. Grantor shall not build, construct, cause or permit to be built or constructed, or permit to remain on the Property any building or structure that would interfere with the rights conveyed by this instrument or that would violate any local, state, or federal law or regulation regarding the operation of Aircraft or airfields.

5. Grantor shall not use or permit the use of the Property in such a manner as to create electrical, electronic, or other interference with radio, radar, microwave, or other similar means of Aircraft communications, or to make it difficult for pilots to distinguish between airfield navigation lights and visual aids and other lights, or to result in glare or other condition that would impair the vision of pilots, or to otherwise endanger the operation of Aircraft.

6. In the event of any violation of the rights and restrictions contained in this instrument, Grantee shall have the right, at its sole option after giving five (5) days prior notice to Grantor, to

use any and all means to remedy the violation. Additionally, Grantee shall have a perpetual easement for ingress to and egress from the Property for the purpose of inspecting or removing any instrumentality that may be causing or contributing to a violation of the rights and restrictions conveyed by this instrument.

7. Grantor acknowledges that the Property is located in an area impacted by Aircraft noise and that present and future Aircraft noise may interfere with the unrestricted use and enjoyment of the Property. Grantor further acknowledge that Aircraft noise may change over time by virtue of greater numbers of Aircraft, louder Aircraft, variations in airfield operations, and changes in airfield and air traffic control procedures.

8. This Avigation Easement and all of the terms and conditions described in this instrument shall run with the land in perpetuity and shall be binding upon Grantor and his heirs, assigns, successors and legal representatives.

9. In the event that one or more of the provisions contained in this instrument or any part thereof or any application thereof shall be held invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired and shall remain in full force and effect.

10. In the event that any civilian or military airfield adjacent to the Property ceases to operate, or if such other circumstances subsequently arise that would obviate the purpose underlying this instrument, then Grantor, his heirs, assigns, successors, and legal representatives, may petition the Board of County Commissioners of Escambia County to terminate this Avigation Easement. If the Board of County Commissioners approves the termination of this Avigation Easement, then it shall promptly execute and record in the public records an appropriate document reflecting the termination.

11. Grantor, for himself and his heirs, assigns, successors, and legal representatives, covenants with Grantee, its successors and assigns, that Grantor is lawfully seized and possessed of the Property in fee simple, has a good right and full power to grant, bargain, sell and convey this Avigation Easement over the Property.

IN WITNESS WHEREOF Grantor has executed this instrument on the date first above written.

THE REMAINDER OF THIS PAGE IS BLANK.

GRANTOR:
B & C Development LLC
(name of corporation)

Witness _____
Print Name David Fitzpatrick

Witness _____
Print Name Anthony Burkett

By: _____
(signature)
Charles Heaton, MGRM
(printed name/title)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 7 day of January, 2015, by Charles Heaton as MGRM (title) of B & C Development LLC (name of corporation). He/She (✓) is personally known to me, or (_) produced current _____ as identification.

ANTHONY DEWAYNE BURKETT
MY COMMISSION # EE070495
EXPIRES March 03, 2015
(407) 398-0153 FloridaNotaryService.com

(Notary Seal)

_____
Signature of Notary Public

Anthony Burkett
Printed Name of Notary Public

ACCEPTANCE

This Avigation Easement accepted by Escambia County, Florida on the _____ day of _____, 2015, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on the ____ day of _____, 200_.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

(Seal)

This document approved as to form and legal sufficiency.
By: _____
Title: Asst. County Attorney
Date: Jan 9, 2015

OR

****

This Avigation Easement utilizes the form provided by Escambia County in accordance with Section 3, Ordinance No. 2004-52. Therefore, acceptance is executed by the Bureau Chief of the Development Services Bureau on behalf of the County, without further action required by the Board.

Accepted on behalf of Escambia County, Florida on the 9 day of January, 2015 by

_____,
Development Services Bureau Chief

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 200_, by _____. He/She is (_) personally known to me, (_) produced current _____ as identification.

_____
Signature of Notary Public

_____
Printed Name of Notary Public

(Notary Seal)

EXHIBIT A

DESCRIPTION:

COMMENCE AT SOUTHEAST CORNER SECTION 34, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA;
THENCE GO NORTH 87 DEGREES 09 MINUTES 59 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION FOR A DISTANCE OF 2062.73 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUE NORTH 87 DEGREES 09 MINUTES 59 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION FOR A DISTANCE OF 405.43 FEET;
THENCE DEPARTING SAID SOUTH LINE GO NORTH 04 DEGREES 25 MINUTES 23 SECONDS EAST A DISTANCE OF 208.71 FEET;
THENCE GO NORTH 87 DEGREES 09 MINUTES 59 SECONDS WEST A DISTANCE OF 208.71 FEET;
THENCE GO NORTH 04 DEGREES 25 MINUTES 23 SECONDS EAST A DISTANCE OF 2964.03 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF INTERSTATE 10 (R/W VARIES);
THENCE GO SOUTH 41 DEGREES 07 MINUTES 36 SECONDS EAST ALONG SAID SOUTH RIGHT-OF-WAY A DISTANCE OF 323.13 FEET;
THENCE GO SOUTH 50 DEGREES 22 MINUTES 37 SECONDS EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 816.77 FEET;
THENCE DEPARTING SAID RIGHT-OF-WAY GO SOUTH 12 DEGREES 22 MINUTES 36 SECONDS WEST A DISTANCE OF 115.90 FEET;
THENCE GO SOUTH 05 DEGREES 39 MINUTES 43 SECONDS WEST A DISTANCE OF 1025.45 FEET;
THENCE GO NORTH 88 DEGREES 10 MINUTES 26 SECONDS WEST A DISTANCE OF 191.68 FEET;
THENCE GO SOUTH 06 DEGREES 48 MINUTES 19 SECONDS WEST A DISTANCE OF 1311.06 FEET TO THE POINT OF BEGINNING.
ALL LYING AND BEING IN SECTION 34, TOWNSHIP 1 NORTH, RANGE 31 WEST AND CONTAINING 48.10 ACRES MORE OR LESS.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-7622 **Growth Management Report** **12. 3.**
BCC Regular Meeting **Action**
Meeting Date: 02/05/2015
Issue: Escambia County Planning Board Appointment for District 1
From: Horace Jones, Interim Department Director
Organization: Development Services

RECOMMENDATION:
Recommendation Concerning the Appointment to the Escambia County Planning Board

That the Board confirm the appointment of James J. "Jim" Faxlanger, replacing Dorothy Davis, as Commissioner Wilson Robertson's appointment to the Escambia County Planning Board, effective February 5, 2015. This appointment will run concurrent with Commissioner Robertson's term of office, or at his discretion.

BACKGROUND:
Each commissioner makes one appointment to the Escambia County Planning Board. Commissioner Wilson Robertson has chosen to appoint Mr. James J. "Jim" Faxlanger. Mr. Faxlanger's resume is attached for your review.

BUDGETARY IMPACT:
No budgetary impact is anticipated by the adoption of this Ordinance.

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

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

POLICY/REQUIREMENT FOR BOARD ACTION:
In accordance with the LDC Article 2 Section 2.12.01, the Board of County Commissioners approval is required for all appointments/re-appointments to the Boards and Committees established by the Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

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

Attachments

Faxlanger Resume

James J. Faxlanger

4159 Erika Ct.
Pensacola, FL 32526
(850) 698-7695
jjfaxlanger@panhandle.rr.com

Objective: To be considered for service as a member of the Escambia County Mass Transit Advisory Committee leveraging my leadership, training and management experience to meet organizational objectives and goals

Professional Summary: 38 Years of Management and Leadership Experience. Expert in directing highly complex projects that build/optimize organizational processes, measurement systems, and infrastructure, to maximize business results.

- Expert Knowledge of Human Resources Programs (EEO, AA).
- Working experience in accounting and business finance.
- Seasoned in Marketing and Business Development.
- 3 Years of Curriculum Development.
- Certified Master Training Specialist
- Strong Knowledge in Change Management and Problem Solving.
- 19 Years of Director/Executive Level Management.
- Comprehensive knowledge of CMS and Managed Care billing.
- Extensive experience in Strategic Medical Resources Planning.
- 26 Years of Management and Leadership Experience in Medical Facilities.
- Highly seasoned in Physician/medical staff relations
- Financial/Budget/P&L Management Experience (Managed million dollar budgets).
- Comprehensive Knowledge of JCAHO, OSHA and HIPAA Policies.
- Beginning to End Project Management.
- Quality Management.
- Cross Functional Project Team Leadership.
- Strong Proficiency in computer systems.
- Experience in Recruitment of Health Care Professionals.
-Significant experience in retail and wholesale sales.

Education:

Troy State University	MBA	Graduated 2009
University of Phoenix	BSBA	Graduated 2000
USN School of Health Sciences	HCA	Graduated 1994
US Navy Diving Medical School	DMT	Graduated 1989

Work Experience:

October of 2006 – present Director, Wound care and Hyperbarics
Santa Rosa Medical Center 6002 Berryhill Rd. Milton FL, 32570

-Designed and established SRMC's first comprehensive wound care center responsible for an increase in net revenue of over $1 M in its first year.
- Complete daily compliance billing reports, charge entry review, personnel management, training, payroll, and patient satisfaction.
- Daily physician interactions conducting outside sales calls to generate referrals resulting in a highly successful service for the SRMC primary and secondary service areas.

October 2008- September 2009 Interim Director Business Development
Santa Rosa Medical Center 6002 Berryhill Rd. Milton FL, 32570

-Recruited Board Certified ER group resulting in the highest quality Emergency Room in NW Florida.
-Developed and executed the first strategic marketing plan delivering a systematic advertising plan targeted at increasing new patient base within fiscal restraints resulting in a 9% increase in ER visits.
-Key participant in establishing the first hospitalist program at SRMC. This has reduced length of stay by 14%, providing consistency in quality and a 4% readmission reduction.
-Led a diverse team in the development of the 2009 strategic business plan.
-Co-chair for implementation of customer based marketing concepts raising customer satisfaction score to 96% in one year; the highest in SRMC history.
-Created relationships with numerous local organizational leaders resulting in a 10% in outpatient service volume.
-Added five new service line facilities including Urgent Care, Occupational Health, Stroke Care, In-patient medical stabilization for Drug/Alcohol dependency, and Outpatient infusion.
-Built a state of the art website complete with online systems that serve patients need for information regarding services, bill pay, registration, and electronic feedback.
-Subject matter expert for HMA Corporation (SRMC parent company) consulting at over 8 Wound Care Centers providing recommendations for increases in profitability, productivity, quality of care, and increase patient satisfaction through the use of economies of scale and best practices.
-Member of HMA Corporate Marketing Council assisting other facilities in maximizing marketing capabilities and capitalizing on strategic opportunities.

November 1989-October 2007 Command Master Chief
US Navy Multiple locations

-Director of Enlisted Personnel responsible for all aspects of training, safety, advancement, discipline, budget, and hyperbaric medicine for over 300 personnel.
-Performed additionally as a high risk training program Instructor, curriculum developer and quality control for 23 courses of instruction at the Naval Diving and Salvage Training Center.

September 1999-July 2003 President
FRA Club Inc., Panama City, Florida

-Executed business plans to increase revenue and build long term success.
-Completed payroll, employee withholding, corporate taxes, Accounts payable, and all other accounting functions.

June 1997-April 2003 Owner, Sole Proprietor
J&M Cigars, Panama City, Florida

-Managed sole proprietor retail and wholesale tobacco and accessories store.
-Created and maintained a profitable business until sale of the business occurred due to transfer to shipboard duty in the US Navy.

November 1981-1989 Manager Customer Service
US Postal Service, San Juan Capistrano, California

-Responsible for distribution and delivery of mail, budget management, EEOC, Union-Management grievance resolution, hiring and termination for over 285 employees. (3rd level)

Volunteer Service:

1997-2000 President
Gulf Coast CPOA Panama City, Florida

-Founded and organized the chapter. A not-for-profit 501C-19 corporation with a mission to raise funds to assist low income children with higher education costs.

1999-2002 President/Treasurer
FRA Branch 346 Panama City, Florida

-Held both offices over a three year period, serving as the bookkeeper and accountant for this local not-for-profit 501C-19 corporation. First ever, elected President, that was serving on active duty.

2008-2011 Treasurer
WFHS Quarterback Club Pensacola, Florida

-Responsible for the accounting and bookkeeping of funds in excess of $95,000 annually in support of high school prep football.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-7568 **Growth Management Report** **12. 1.**
BCC Regular Meeting **Consent**
Meeting Date: 02/05/2015
Issue: Schedule of Public Hearings
From: Horace Jones, Interim Department Director
Organization: Development Services

RECOMMENDATION:
Recommendation Concerning the Scheduling of Public Hearings

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

A. February 19, 2015

1. 5:45 p.m. - A Public Hearing - Subdivision Regulations, Procedures, and Submissions Ordinance - Articles 4 and 6 (First of Two Public Hearings)

2. 5:46 p.m. - A Public Hearing - Pits Ordinance - Articles 6, 7, and 12 (Second of Two Public Hearings)

B. March 5, 2015

1. 5:45 p.m. - A Public Hearing to amend the official zoning map to include the following Rezoning Case heard by the Planning Board on February 3, 2015:

Case No.:	**Z-2015-03**
Address:	17080 Perdido Key
Property Reference No.:	01-45-33-1500-000-010
Property Size:	3.91 (+/-) acres
From:	R-2PK, Residential District, (Perdido Key), Medium Density (4.5 du/acre)
To:	CCPK, (Perdido Key) Commercial Core District, Maximum Density (13 du/acre)
FLU Category:	MU-PK, Mixed-Use Perdido Key
Commissioner District:	2
Requested by:	Wiley C. "Buddy" Page, Agent for Charles S. Liberis, Owner

2. 5:46 p.m. - A Public Hearing - Subdivision Regulations, Procedures, and Submissions Article 4 and 6 (Second of Two Public Hearings)

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-7596 **County Administrator's Report 12. 1.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 02/05/2015
Issue: Request for Disposition of Property
From: David Wheeler, Department Director
Organization: Facilities Management
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Property for the Facilities Management Department - David W. Wheeler, CFM, Facilities Management Department Director

That the Board approve the Request for Disposition of Property Form for the Facilities Management Department, for property which is described and listed on the Disposition Form, with reason for disposition stated. The item has been found to be of no further usefulness to the County; thus, it is requested that it be properly disposed of.

BACKGROUND:

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

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

Attachments

Property Disposition 048762

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Facilities Management COST CENTER NO: 310203/310201/210601

David W. Wheeler, CFM, Director, Facilities Management DATE: 1/23/2015

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Phone No: 850-595-3190

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	048762	Ice Machine	000662385	QD-0132A	2000	Poor

Disposal Comments: Ice Machine is no longer repairable and will be disposed of by Facilities Management.

INFORMATION TECHNOLOGY (IT Technician):

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature:

Date: 1/23/2015

FROM: Escambia County Department Director (Signature):

Director (Print Name): David W. Wheeler, CFM, Director, Facilities Management

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

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 11.19.13

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-7523 **County Administrator's Report 12. 2.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 02/05/2015
Issue: Reappointment to the West Florida Public Library Board of Governance
From: Darlene Howell, Library Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Reappointment to the West Florida Public Library Board of Governance - Darlene Howell, Library Administrator

That the Board reappoint Dr. Rodney Guttmann to the West Florida Public Library Board of Governance, for a two-year term, effective March 1, 2015, through February 28, 2017.

BACKGROUND:

Resolution Number R2013-17 established the West Florida Public Library Board of Governance on January 22, 2013.

Section 4. Composition states that "The Board of Governance shall be composed of five (5) voting members. All members of the Board of Governance shall be electors of Escambia County. The Board of County Commissioners shall appoint three (3) members, the Pensacola City Council shall appoint one (1) member to the Board of Goverance, and the Mayor Pensacola shall appoint one (1) member to the Board of Governance."

Dr. Rodney Guttmann is currently a two year appointee of the Board of County Commissioners whose term will expire on February 29, 2015. Dr. Guttmann has expressed the desire to continue to serve of the West Florida Public Library Board of Governance for an additional two (2) year term, effective March 1, 2015 - February 28, 2017.

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

Resolution Number R2013-17

Resume - Dr. Rodney Guttmann

ESCAMBIA COUNTY
CLERK'S ORIGINAL
1/22/2013 #7

RESOLUTION NUMBER R2013-17

A RESOLUTION ESTABLISHING THE WEST FLORIDA PUBLIC LIBRARY BOARD OF GOVERNANCE; DEFINING DUTIES, COMPOSITION, AND ORGANIZATION OF THE BOARD OF GOVERNANCE; ENACTING REGULATIONS FOR THE CONDUCT OF MEETINGS OF THE BOARD OF GOVERNANCE; PROVIDING FOR A STAFF LIAISON; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Escambia County Board of County Commissioners recognizes the County's public library services constitute an important informational, recreational, educational, and economic development asset for the citizens of Escambia County; and

WHEREAS, Escambia County recognizes the need for a permanent Board of Governance to oversee the management of the West Florida Public Library System and make recommendations to the Escambia County Board of County Commissioners regarding the annual budget; and

WHEREAS, Escambia County accordingly finds that the creation of a permanent Board of Governance would serve a public purpose by assisting the County with developing and maintaining an effective and efficient library system; and

WHEREAS, the Board desires to further define the responsibilities, composition, and governing rules and regulations of the West Florida Public Library Board of Governance.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Escambia County, Florida, that:

Section 1. Recitals. The whereas clauses are true and correct and incorporated herein by reference.

Section 2. Establishment. The West Florida Public Library Board of Governance is hereby established.

Section 3. Duties of the West Florida Public Library Board of Governance. The West Florida Public Library Board of Governance (hereinafter "Board of Governance") is hereby established to oversee the management of the West Florida Public Library System and make recommendations to the Escambia County Board of County Commissioners regarding the annual budget. Towards this end, the Board of Governance shall:

A. The Board of Governance shall be accountable for the administration and operation of the West Florida Public Library System.

B. The Board of Governance shall recommend to the County Administrator or

Verified By: DA
Date: 1/23/2013

designee a Library Director to develop and implement a long range plan, an annual plan of service, and an annual budget, and oversee the day-to-day operation of the West Florida Public Library System within the framework established herein. The Library Director shall be an employee of Escambia County and shall report directly or indirectly to the County Administrator. Upon the written request of the Board of Governance, the County Administrator or designee may remove and/or reassign the Library Director within thirty (30) days. The Board of Governance shall conduct an annual evaluation of the Library Director and forward said evaluation to the County Administrator or designee.

C. The Board of Governance shall submit an annual budget in accordance with the budget calendar to the Board of County Commissioners for the period commencing on October 1st and ending on September 30th of each fiscal year. The annual budget shall be subject to the approval of the Board of County Commissioners.

D. The Board of Governance shall comply with the spending limitations established by the annual budget according to County policy, including any amendment(s) thereto, as authorized by the Board of County Commissioners.

Section 4. Composition. The Board of Governance shall be composed of five (5) voting members. All members of the Board of Governance shall be electors of Escambia County. The Board of County Commissioners shall appoint three (3) members, the Pensacola City Council shall appoint one (1) member to the Board of Governance, and the Mayor of Pensacola shall appoint one (1) member to the Board of Governance.

When establishing the Board of Governance, two (2) of the three members appointed by the Board of County Commissioners and one (1) member appointed by the Mayor of Pensacola shall serve an initial term of three (3) years. The remaining two (2) members, one appointed by the Board of County Commissioners and one appointed by the Pensacola City Council, shall serve an initial term of two years. Thereafter, all members shall be appointed for two (2) year terms. Where a vacancy occurs, the appointment shall be for the unexpired part of the current term. A member may be reappointed to succeed himself for not more than one (1) term, but may be again appointed for membership after the lapse of two (2) years.

Section 5. Officers and Terms of Office.

A. Chairman. The Board of Governance shall elect a chairman to preside at all meetings. The Chairman shall be elected in January of each year and shall serve until the first meeting in January of the following year. There shall be no term limits for a member to serve as Chairman.

B. Vice-Chairman. The Board of Governance shall elect a Vice-Chairman to preside and act on behalf of the Chairman during his or her absence. The term of office and method of election for the Vice-Chairman shall be the same as for the Chairman.

C. Termination of a Board Member. Should any member of the Board of Governance cease to be an elector of the County or cease to occupy the office or position of responsibility set forth in his or her appointment, he or she shall cease to be a member of the Board and shall be replaced by the appointing authority. Additionally, the Board of Governance may recommend to the appointing authority the removal of a Board of Governance member who accrues two (2) unexcused absences of the Board of Governance during the calendar year. Absences may be excused by a majority vote of the members present at any meeting.

Section 6. Regular Meetings. The Board of Governance shall establish a schedule of regular meetings, which shall be held at least monthly. A schedule of each year's regular meeting shall be distributed to all Board of Governance members in December of the preceding calendar year.

Section 7. Quorum and Voting. Three (3) Board of Governance members shall constitute a quorum for the purpose of conducting business. Each member shall exercise one (1) vote for all matters subject to a vote of the Board of Governance. All matters shall be decided by a majority vote of members present. No member shall abstain from voting unless the member has a conflict of interest.

Section 8. Special Meetings. The Chairman may call a special meeting of the Board of Governance on his or her own initiative and shall call a special meeting on the request of any three (3) members.

Section 9. Location of Meetings. Board of Governance meetings shall be held in a location of sufficient size to accommodate those present and at such other locations as the Board of Governance may determine from time to time.

Section 10. Rules of Procedure. The Board of Governance shall conduct its meetings in accordance with the current edition of *Robert's Rules of Order*, except to the extent that any provision thereof is inconsistent with this Agreement.

Section 11. Sunshine Law. The Board of Governance shall be subject to and each member shall be responsible for compliance with the Florida Sunshine Law and the Florida Public Records Act.

Section 12. Agenda. The Library Director shall, after consultation with the Chairman, prepare an agenda for all meetings. Any Board of Governance member may request that a matter be placed on the agenda. The agenda and related materials shall be distributed at least one (1) day prior to the meeting date.

Section 13. Minutes. Minutes shall be kept at each Board of Governance meeting. A written summary of the minutes of each meeting shall be prepared from a recording

made at each meeting. The written summary of each meeting shall be submitted for approval of the members at the next regular meeting. Each written summary shall reflect the persons in attendance, items discussed, each action taken at the meeting, and the vote of the members on each item presented at the meeting.

Section 14. Notice of Public Meeting. Notice of regular or special meetings of the Board of Governance and the time and location of each meeting shall be published to the public.

Section 15. Working Groups. The Board of Governance may appoint working groups for purposes and durations as it deems appropriate.

Section 16. Staff Liaison. The Library Director shall serve as the staff liaison for the Board of Governance. The staff liaison shall provide support as necessary to carry out the purposes and objective of the Board of Governance. The staff liaison shall identify issues and alternatives that may relate to the Board's policies, goals, or programs and bring such matters before the Board of Governance for consideration.

Section 17. By-Laws. The Board of Governance shall adopt appropriate by-laws consistent with the provisions of this Agreement.

Section 18. Effective Date. This Resolution shall become effective upon adoption by the Board of County Commissioners.

ADOPTED this 22nd day of January, 2013.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

Gene M. Valentino, Chairman

ATTEST: Pam Childers
Clerk of Circuit Court

Deputy Clerk

BCC Approved: 01-22-2013

Date Executed
1-23-2013

(SEAL) BOARD OF COUNTY COMMISSIONERS ESCAMBIA CO., FL

This document approved as to form
and legal sufficiency
By
Title HCA
Date 1/9/13

CURRICULUM VITA

Rodney P. Guttmann, Ph.D.

PRESENT POSITIONS

Professor, School of Psychological and Behavioral Sciences
Director, Center on Aging
University of West Florida
College of Arts and Sciences

ADDRESSES

Office
Rodney Guttmann, Ph.D.
Building 41
11000 University Pkwy
Pensacola, Florida 32514
rguttmann@uwf.edu
850-474-3298

EDUCATION

Ph.D. Department of Pharmacology, The University of Alabama at Birmingham, Birmingham, AL, USA, Thesis: The *in situ* proteolysis of tau by calpain. Advisory Committee: G.V. Johnson, R.S. Jope, P.D. Bell, A.B. Theibert, G.B. Brown, 1998.

B.S. Department of Chemistry, Florida State University, Tallahassee, FL, 1991. (Major: Chemistry; Minors: Biology and Math)

ACADEMIC AWARDS

2010 Holsinger Teaching Award, University of Kentucky, College of Medicine
2008 Flexner Master Educator Award, University of Kentucky
2008 Wethington Award, University of Kentucky
2006 Wethington Award, University of Kentucky
1999 NIH Postdoctoral Fellowship, University of Pennsylvania
1999 Alavi-Dabiri Postdoctoral Award, University of Pennsylvania, Alavi-Dabiri Research Council
1997 Graduate Student Research Award, University of Alabama at Birmingham, UAB Graduate School

RESEARCH EXPERIENCE

Title	Date	Location
Director	2011-present	Center on Aging, University of West Florida, Pensacola, Fl
Professor	2011-present	University of West Florida, Pensacola, Fl School of Psychological and Behavioral Sciences

Founder/Chief Scientific Officer	2008-present	3P Pharmaceuticals, LLC Pensacola, FL
Associate Professor	2007-2011	University of Kentucky College of Public Health and PhD Program in Gerontology, Lexington, Kentucky
Assistant Professor	2001-2007	University of Kentucky College of Public Health and PhD Program in Gerontology, Lexington, Kentucky
Postdoctoral Fellow	1998-2001	University of Pennsylvania Department of Pharmacology Philadelphia, Pennsylvania
Graduate Student (Ph.D)	1991-1998	University of Alabama at Birmingham Department of Pharmacology Birmingham, Alabama

PATENTS

Inventor: **Guttmann, R.P.** Patent awarded Jun 10, 2008 - 7,385,027."Membrane-permeable peptide capable of calpain inhibition". University of Kentucky

PUBLICATIONS (PEER-REVIEWED)

Talboy, A. N., and **Guttmann, R. P.** Critical thinking skills influence undergraduate mental health treatment preference. 2013. In preparation.

Talboy, A. N. and **Guttmann, R. P.** Treatment selection and use of critical thinking skills differ among younger and older adults. 2013. In preparation.

Talboy, A. N, and **Guttmann, R. P.** Older adults rely on provider preference over critical thinking skills regarding mental health treatment selection. 2013. In preparation.

Jordan, E., Harrison, D., and **Guttmann, R.P.** Influence of video on selection of parenting strategies in young adults. Under review. (2013)

Clinkinbeard, T., Goshal, S., Craddock, S., Pettigrew, L. and **Guttmann, R.P.** Calpain cleavage of MetAP2 in ischemic stroke. Brain Research (in press). (2013)

Hafiz, M-A, Baig, I., LeVine, H., **Guttmann, R.P.** and Norris, C.M. (2011). Calpain-mediated proteolysis of calcineurin is increased in hippocampus during mild cognitive impairment and is stimulated by oligomeric Abeta. Aging Cell. 2011 Feb;10(1):103-13.

Li, L., Bolstad, E, Anderson, A, **Guttmann, R.P.*** and Vinogradova, O.* (2009). NMR Structural Characterization of the Penta-Peptide Calpain Inhibitor. FEBS Letters. 583(1):135-40.

Chen, G, **Guttmann, R.P**, Xiong, Y.L. and Webster, C.D. (2008). Protease Activity in Post-Mortem Red Swamp Crayfish (Procambarus clarkii) Muscle Stored in Modified Atmosphere Package. Journal of Agricultural and Food Chemistry. Sep 24;56(18):8658-63.

McCollum, A.T., Jafarifar, F, Lynn, B.C, Agu, R.U., Stinchcomb, A.L., Wang S, Chen, Q, and **Guttmann, R.P.** (2006) Inhibition of calpain-mediated cell death by a novel peptide inhibitor. Experimental Neurology. 202(2):506-13.

Chen Q, Thompson, S.N., Hall, E.D., and **Guttmann, R.P.** (2006) Identification and characterization of PEBP as a calpain substrate. Journal of Neurochemistry. 99: 1133-1141.

Marcum, J.L., Mathenia, J.K., Chan, R. and **Guttmann, R.P.** (2005) Oxidation of thiol-proteases in the hippocampus of Alzheimer's disease. Biochemical and Biophysical Research Communications. Jul 11;334(2):342-348.

Guttmann, R.P., Day 3rd GA, Wang and Bottiggi KA. (2005) Identification of a novel calpain inhibitor using phage display. Biochemical and Biophysical Research Communications. Aug 12;333(4):1087-92.

Yadavalli R, **Guttmann, R.P.,** Centers AP, Seward T, Williamson RA, and Telling GC. (2004) Prion propagation is a calpain-dependent process. Journal of Biological Chemistry. 279(21):21948-21956.

McCollum, A.T., Jafarifar, F., Chan, R. and **Guttmann, R.P.** (2004) Oxidative Stress Inhibits Ionomycin-Mediated Cell Death in Cortical Neurons. Journal of Neuroscience Research. 76(1): 104-109.

Simpkins, K., **Guttmann, R.P.,** Dong Y, Chen Z, Sokol S, Neumar R, and Lynch DR. (2003) Selective activation induced cleavage of the NR2B subunit by calpain. Journal of Neuroscience. 23(36):11322–11331.

Eberz, A.J., **Guttmann, R.P.**, Giasson, B.I., Day III, G.A., Lee, V.M-Y, Trojanowski, T.Q. and Lynch, DR. (2003) Distinct Cleavage Patterns Of Normal And Pathologic Forms Of Alpha-synuclein By Calpain I *In Vitro*. Journal of Neurochemistry. 86(4):836-847.

Neumar, R.W., Xu, Y.A., Gada, H., **Guttmann, R.P.** and Siman, R. (2003) Crosstalk between calpain and caspase proteolytic systems during neuronal apoptosis. Journal of Biological Chemistry. 278(16):14162-7.

Guttmann, R.P., Soko,l S., Baker, D.L., Simpkins, K.L., Dong, Y. and Lynch, D.R. (2002) Proteolysis of the NMDA receptor by calpain in situ. Journal of Pharmacology and Experimental Therapeutics. 302(3):1023-30.

Grant, E.R., **Guttmann, R.P.**, Seifert, K.M. and Lynch, D.R. (2001) A region of the N-methyl-d-aspartate receptor 2A subunit that is sufficient for potentiation by phorbol esters. Neuroscience Letters. 310(1):9-12.

Guttmann, R.P., Baker, D.L., Seifert, K.M., Cohen, A.S., Coulter, D.A. and Lynch, D.R. (2001) Specific proteolysis of the NR2 subunit at multiple sites by calpain. Journal of Neurochemistry. 78(5):1083-93.

Lynch, D.R., Shim, S.S., Seifert, K.M., Kurapathi, S., Mutel, V., Gallagher, M.J. and **Guttmann, R.P.** (2001) Pharmacological characterization of interactions of RO 25-6981 with the NR2B (Epsilon 2) subunit. European Journal of Pharmacology. 416(3):185-95.

Anegawa, N.J., **Guttmann, R.P.**, Grant, E.R., Anand, R., Lindstrom, J., and Lynch, D.R. (2000) N-Methyl-D-aspartate receptor mediated toxicity in nonneuronal cell lines: characterization using fluorescent measures of cell viability and reactive oxygen species production. Brain Research Molecular Brain Research. 77(2):163-175.

McCormack, M.L., **Guttmann, R.P.**, Schumann. M., Farmer, J.J., Stolle, C.A., Campuzano, V., Koenig, M., and Lynch, D.R. (2000) Novel frataxin point mutations in two patients with Friedrach's ataxia and unusual clinical features. Journal of Neurology, Neurosurgery, and Psychiatry. 68:661-4.

Zhang, J-W., **Guttmann, R.P. and** Johnson, G.V.W. (1998) Tissue transglutaminase is an in situ substrate of calpain: Regulation of activity. Journal of. Neurochemistry. 71: 240-247.

Guttmann, R.P. and Johnson, G.V.W. (1998) Oxidative inactivation of calpain in situ. Journal of Biological Chemistry. 273: 13331-13338.

Zhang, J., Lesort, M., **Guttmann, R.P. and** Johnson, G.V.W. (1997) Modulation of the in situ activity of tissue transglutaminase by calcium and GTP. Journal of Biological Chemistry. 273: 2288-2295.

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Guttmann, R.P., Erickson, A.C. and Johnson, G.V.W. (1995) The self-association of tau: Modulation by phosphorylation and oxidation state. Journal of Neurochemistry. 64: 1209-1215.

EDITORIALS, REVIEWS, AND BOOK CHAPTERS

Guttmann, R.P. and Powell T. (2012). Redox Regulation of Cysteine-Dependent Enzymes in Neurodegeneration. International Journal of Cell Biology. In press (2012).

Guttmann, R.P. and Goshal, S. (2011). Oxidation of thiol-proteases in age-related neurodegeneration. Free Radical Biology and Medicine. Jul 15;51(2):282-8.

Guttmann, R.P. (2010) Redox regulation of cysteine-dependent enzymes. Journal of Animal Science. Apr;88(4):1297-306.

Guttmann, R.P. (2007) Recent developments in the therapeutic targeting of calpains in neurodegeneration. Expert Opinion in Therapeutic Patents.17, 1203-1213.

Geddes, J.W., Bondada, V., Sengoku, T., Dubal, S. and **Guttmann, R.P.** Strategies for Calpain Inhibition Following CNS Trauma. Indian Journal of Neurotrauma (2006).

Ewen, H.H., Bottiggi, K., Anderson, K., Day, G., Hughes, T.B., Knapp, K., Lawrence, S., Leach, C.R., Traywick, L.S., **Guttmann, R.P.,** Teaster, P.B., and Smith, M.D. (2005). Recommendations for the White House Conference on Aging from the University of Kentucky Summer Series on Aging. Occasional Research Report: University of Kentucky.

Lynch, D.R. and **Guttmann, R.P.** Excitotoxicity: Perspectives based on NMDA receptor subtypes. (2002) Samuel Enna ed. Journal of Pharmacology and Experimental Therapeutics. 300:717-23.

Lynch, D.R. and **Guttmann, R.P.**(2001) NMDA Receptor Pharmacology: Perspectives From Molecular Biology. Current Drug Targets. 2(3):215-31.

Guttmann, R.P. and Johnson, G.V. (2000) Measurement of calpain activity in vitro and in situ using a fluorescent compound and tau as substrates. Methods in Molecular Biology. 144:143-50.

Guttmann, R.P. and Johnson, G.V.W. (1999) Calpain mediated proteolysis of the cytoskeleton. Kevin K.W.Wang and Po-Wai Yuen eds. The Pharmacology and Toxicology of Calpain. Taylor and Francis.

Johnson, G.V.W. and **Guttmann, R.P.** (1997) Calpain: Intact and Active? BioEssays. 19, 1011-1018.

ABSTRACTS

Talboy, A. N., and **Guttmann, R. P.** Treatment selection and use of critical thinking differ among younger and older adults. January 2013. *25th Annual Association for Psychological Science Convention.* 2013 [Submitted for publication.]

Ghoshal, S, Geddes, J, Saatman, K and **Guttmann, R.P.** Developing biomarkers for traumatic brain injury using phage display. Neurotrauma. Nov. 2012

Guttmann, R.P, Donahue, R.R. and Taylor B.K. Calpain Inhibition Reduces Neuropathic Pain. Society for Neuroscience. Nov. 2012

Clinkinbeard, T., Ghoshal, S., Craddock, S., Pettigrew, L.C. and **Guttmann, R.P.** Calpain cleaves methionine aminopeptidase 2 in a rat model of ischemia. Society for Neuroscience. Nov. 2012

Kruger, T., Blonder, L., Rowles, G.R., **Guttmann, R.P.,** Schmitt, F., and Zanjani, F. Responses to a Diagnosis of Mild Cognitive Impairment. Nov. 2012

Harrison, D.F., Jordan, E.F., **Guttmann, R.P.** and Belter, R.W. The Impacts of Age and Media Type on Endorsements of Child Discipline Strategies. April 2012. University of West Florida Research Day.

Clinkinbeard T., Ghoshal S., Craddock S., Pettigrew L.C.,and **Guttmann R.P**. (April 2012). Calpain cleaves methionine aminopeptidase 2 in a rat model of ischemia. Keeneland Conference for Public Health Systems and Services, Lexington, KY.

Guttmann, R.P., Bryan, K., VanWormer, L. and Kass, S. Aging Strategies and The University of West Florida. Feb. 2012. Southeastern Psychological Association.

Kruger, T, **Guttmann, R.P,** and Sokan, A. Explicating Inequality: Applying the Theory of Cumulative Inequality from Cell to Society. Nov. 2010. Gerontological Society of America.

Ghoshal, S. and **Guttmann, R.P.** Neo-epitope antibody production to monitor calpain activity. (Nov. 2010). Society for Neuroscience (354.8)

Teaster, P.B., **Guttmann, R.P.,** Mendiondo, M.S., and Grace, J. Elder abuse and the Multiple Hit Hypothesis. (Nov 2010). American Public Health Association.

Joseph, R. and **Guttmann, R.P.** Use of Phage-Display to Identify Low Molecular Weight Peptides that Inhibit Calpain Protease Activity. Feb. 2010. District Science Fair (First Place Winner -- High School).

Abdul, H.M., **Guttmann, R.P.,** and Norris, C.M. Calpain-mediated proteolysis of calcineurin in AD: Implications for neuroinflammation Oct. 2009. Society for Neuroscience.

Guttmann, R.P. Development of Calpastatin Mimetic Using Phage Display. June 2009. American Peptide Symposium.

Clinkinbeard, T. and **Guttmann, R.P.** Alzheimer's in America: costs and the search for a cure. April. 2009. University of Kentucky Graduate Student Interdisciplinary Conference.

Lynch, D.R., Wu H-Y, Baconguis, IR.J.E, Gleichman, A. **Guttmann, R.P.** Calpain mediated cleavage of NR2B. Oct. 2007. Society for Neuroscience.

Chen, Q., Bogyo, M., Wang, S., and **Guttmann, R.P.** Identification of oxidized thiol proteases in Alzheimer's disease. Mar. 2007. 8th International Conference AD/PD.

Guttmann, R.P, Wang, S., Bacon, M., Jafarifar, F., Chan, R., and McCollum A.T. Inhibition of calpains via non-active site targeting peptides. Nov, 2006. American Heart Association.

Guttmann, R.P, Chen, Q., Wang, S., and Bogyo, M. Activity-dependent cysteine protease profiling in Alzheimer's disease. Oct. 2006. Society for Neuroscience.

Guttmann, R.P. and Marcum J.L. Protease activity in Alzheimer's disease brain. Nov. 2005. Society for Neuroscience.

Day, G.A. 3rd and **Guttmann, R.P.** Phage-display derived inhibitors of calpain. Nov. 2005. Society for Neuroscience.

Day, G.A. 3rd and **Guttmann, R.P.** Use of peptide-phage display to develop novel calpain inhibitors. Oct. 2005. College of Public Health Research Day.

Guttmann, R.P., LeVine H., Estus S., and Jafarifar F. Oxidative inhibition of cysteine-proteases in Alzheimer's Disease. Oct. 2004. Society for Neuroscience.

Eberz, A.F, Giasson, B.I., Norris, E.H., Hodara, R., **Guttmann, R.P.**, Ischiropoulos, H, Lee, V.M-Y, Trojanowski J.Q., and Lynch, D.R. Calpain cleavage of modified forms of a-synuclein in vitro. Nov., 2003. Society for Neuroscience.

Guttmann, R.P., Chan, R., Jafarifar, F., and McCollum, A.T. Use of peptide-phage display to develop novel calpain inhibitors. Nov., 2003. Society for Neuroscience.

Yadavalli, R., **Guttmann, R.P.,** Centers, A.P., Seward, T., Williamson, R.A., and Telling, G.C. Prion propagation is a calpain-dependent process. Oct. 2003. International Prion Conference: From Basic Research to Intervention Concepts.

Eberz, A.J., **Guttmann, R.P.**, Giasson, B.I., Trojanowski, J.Q., Lee, V.M-Y, and Lynch, D.R. Biochemical study of alpha synuclein cleavage by calpain. Nov., 2002. Society for Neuroscience.

Guttmann, R.P., Chan R.K, Craddock S.D. and Pettigrew, L.C. Reversible thiol oxidation of calpain in ischemic stroke. Nov., 2002. Society for Neuroscience.

Dong, Y., **Guttmann, R.P.** and Lynch, D.R. Calpain cleavage of NR2B. Nov., 2002. Society for Neuroscience.

Neumar, R.W., Xu, Y.A., **Guttmann, R.P.,** and Siman, R. Calpastatin Overexpression Reduces Free Radical-Mediated Neuronal Death. May, 2002. Academic Emergency Medicine.

Guttmann, R.P. and Lynch, D.R. Calpain-mediated effects of NR2 subunit truncation within the NMDA receptor. Nov. 2001. Society for Neuroscience.

Neumar, R.W., Xu, Y.A., **Guttmann, R.P.,** and Siman, R. Interaction of calpain and caspase proteolytic systems during neuronal apoptosis. Nov. 2001. Society for Neuroscience.

Grant, E.R., **Guttmann, R.P.**, and Lynch, D.R. Localization of structural determinants for modulation of recombinant NMDA receptors by PKC. . Nov., 1999. Society for Neuroscience. 25:889.6.

Guttmann, R.P., Grant, E.R., and Lynch, D.R. Calpain-mediated regulation of N-methyl-D-aspartate receptor function. Nov., 1999. Society for Neuroscience Abstracts, 25:889.5.

Lynch. D.R., Seifert, K., Kurapathi, S., Anegawa, N.J., and **Guttmann, R.P.** Physiological coupling of NMDA receptor activity and nitric oxide production in heterologous expression

systems. Nov., 1999. Society for Neuroscience Abstracts, 25:889.4.

Guttmann, R.P. and Johnson, G.V.W.. Modulation of calpain activity in situ by oxidation. Nov., 1997 Society for Neuroscience Abstracts.

Guttmann, R.P., Bell, P.D,. and Johnson, G.V.W. Reversible inactivation of calpain I by oxidation. Nov., 1996. Society for Neuroscience Abstracts, 22:1894.

Johnson, G.V.W., **Guttmann, R.P.,** and Davis, P.K.. Oxidation-induced alterations of tau protein. Sept., 1996. Journal of Neurochemistry, 66:S74.

Johnson, G.V.W., Litersky, J.M., and **Guttmann, R.P.**. Calcium-dependent proteolysis of the microtubule-associated protein tau: Modulation by site-specific phosphorylation. Sept., 1996. Journal of Neurochemistry, 66:S74.

Guttmann, R.P. and Johnson, G.V.W. The in vitro and in situ proteolysis of tau by calpain. Nov., 1994. Society for Neuroscience Abstracts, 20:1036.

Guttmann, R.P., Erickson, A.C., and Johnson, G.V.W. Tau self-association: Stabilization with chemical cross-linking agents. Aug., 1993. Molecular Biology of the Cell, 4:393A.

LECTURES BY INVITATION

Guttmann, R.P. "Multidisciplinary strategies for the prevention and treatment of frailty". 5th International Forum of Sports for All (IFSA), Xian, CHINA. October 2012

Guttmann, R.P. Keynote address, "Clinical Trials in Alzheimer's disease". Alzheimer's Association, Meridian, MS. October 2012.

Guttmanu, R.P. "The coming of age in aging research". Area Agency on Aging (Area 1). May, 2012.

Guttmann, R.P. "Current trends in Alzheimer's disease research". Covenant Hospice. June, 2012.

Guttmann, R.P. "Accumulation of Inequality at the Cellular Level and Risk Modulation of Alzheimer's Disease". Gerontological Society of America. November, 2010.

Guttmann, R.P. "Guide to better poster presentations". University of Kentucky, College of Medicine, Postdoctoral Advisory Committee. November, 2010.

Guttmann, R.P. "Guide to better poster presentations". University of Kentucky, College of Medicine, Postdoctoral Advisory Committee. November, 2009.

Guttmann, R.P. "Redox Regulation of cysteine-dependent enzymes". Joint annual meeting of the American Dairy Science Association, Canadian Society of Animal Science, and American Society of Animal Science. July, 2009.

Guttmann, R.P. "Guide to better poster presentations". University of Kentucky, College of Medicine, Postdoctoral Advisory Committee. November, 2008.

Guttmann, R.P. "Use of Phage-display to identify protein-protein interactions". University of Kentucky, College of Medicine. October, 2008.

Guttmann, R.P. "Calpain and identification of inhibitors". FASEB Summer Research Conference . Snowmass, CO. July, 2007.

Guttmann, R.P. "Regulation of cysteine proteases in neurodegeneration". University of Kentucky, College of Medicine. Lexington, KY. January 2007.

Guttmann, R.P. "Guide to Grant Writing Workshop". University of Kentucky, Sponsored Program Development. Lexington, KY. Oct. 2004.

Guttmann, R.P. "Careers in Aging Research". University of Kentucky, School of Public Health. Lexington, KY. April 2004.

Guttmann, R.P. "Oxidation of thiol-dependent enzymes in Alzheimer's disease". University of Kentucky, Sanders-Brown Center on Aging. Lexington, KY. December 2003.

Guttmann, R.P. "Guide to Grant Writing Workshop". University of Kentucky, Sponsored Program Development. Lexington, Kentucky. Oct. 2003.

Guttmann, R.P. "Careers in Academia". University of Alabama at Birmingham, Graduate School. Birmingham, AL, September 2002.

Guttmann, R.P. "Impact of cysteine oxidation in cell death". University of Alabama at Birmingham Department of Pharmacology. Birmingham, AL. September 2002.

Guttmann, R.P. "Oxidative-regulation of thiol proteases", University of Kentucky. Sanders-Brown Center on Aging. Lexington, KY. October 2001.

Guttmann, R.P. "Regulation of the NMDA receptor by calpain". University of Pennsylvania, Department of Pharmacology, Alavi-Dabiri Research Council. Philadelphia, PA. June 1999.

Guttmann, R.P. "Oxidative inactivation of calpain", Philadelphia, PA. Children's Hospital of Philadelphia, Philadelphia, PA. April 1998.

Guttmann, R.P. "Calpain and Alzheimer's disease", University of Alabama at Birmingham. Graduate School. Birmingham, AL. September 1997

COMMUNITY OUTREACH PRESENTATIONS

Guttmann, R.P. "Alzheimer's disease and dementia". October, 2011. Leisure Learning Society, University of West Florida

Guttmann, R.P. "Elder Abuse and Elder Justice". May 17, 2012. Cat Country 1620 AM. Hosted by Annalee Leonard/ Dan Morris.

Guttmann, R.P. "Successful Aging and You". July 2012. Leisure Learning Society, University of West Florida

Guttmann, R.P. "Aging and Alzheimer's Disease". August 14, 2012. Alzheimer's Family Services.Oct. 5, 2012. Pensacola, Fl.

Guttmann, R.P. "Health, Aging and Alzheimer's Disease". Nov. 9, 2012. Westwood Men's Breakfast. Fort Walton Beach.

Guttmann, R.P. "Educating about Aging". Nov. 13, 2012. Cat Country 1620 AM. Hosted by Annalee Leonard/ Dan Morris.

Guttmann, R.P. "Alzheimer's Disease and current clinical trials". Dec. 6. 2012. Pacifica Senior Living Creekside. Pensacola, Fl.

Guttmann, R.P. "UWF's Center on Aging". West Florida Hospital H2U volunteers. Jan. 22, 2013. Pensacola, Fl.

Guttmann, R.P. "Understanding Alzheimer's disease" BayRidge at Westminster Village. Jan. 27, 2013. Spanish Fort, Al.

Guttmann, R.P. "The Diabetes / Dementia Connection". Pacifica Senior Living Creekside. Feb. 21, 2013. Pensacola, Fl.

Guttmann, R.P. "From Neurons to Society: The Impacts of Dementia on Us All". April, 2013. Leisure Learning Society, University of West Florida

CURRENT GRANTS

2012-2015 POARCH BAND OF CREEK INDIANS ELDER ABUSE PREVENTION GRANT. Administration on Aging. ($250,000). –Co-I. Subcontract ($95,000).

PREVIOUS GRANTS AWARDED

2010-2011 TESTING OF SMALL PEPTIDE INHIBITORS IN THE TREATMENT OF NEUROPATHIC PAIN. GotGrants, University of Kentucky. ($10,000). PI

2010-2011 USE OF PHAGE DISPLAY TO DEVELOP BIOFLUID PIB BINDING AS A BIOMARKER FOR AD. $20,000. NIH, NIA pilot award through Sanders-Brown Center on Aging ADC. (Co-PI, Co-PI-LeVine).

2007-2012 CALPAIN AS A THERAPEUTIC TARGET FOR TBI. NIH, NINDS. $5,500,000. (Core C, Proteomics and Biomarker Core, Core Leader, 25% effort, PI - Geddes).

2008-2009 PHASE ZERO AWARD FROM KENTUCKY SCIENCE AND ENGINEERING FOUNDATION TO SUPPORT DEVELOPMENT OF PHASE I STTR: *NOVEL PEPTIDES TO PREVENT NEURODEGENERATION FOLLOWING STROKE.* (Principal Investigator, 3P Pharmaceuticals).

2006-2008 OXIDATION OF THIOL-PROTEASES IN ALZHEIMER'S DISEASE. NIH, NIA. $275,000. (Principal Investigator, 33% effort).

2004-2009 MITOCHONDRIA, ROS, Ca^{2+}, AND CALPAIN IN THE AGING CNS. NIH, NIA. $11,000,000. (Co-project leader, Project 4, 3% effort. PI: Phil Landfield, University of Kentucky).

2003-2007 DEVELOPMENT OF NOVEL CALPAIN PROTEASE INHIBITORS USING PHAGE-PEPTIDE DISPLAY. American Heart Association, Developing Scientist Grant. $240,000. (Principal Investigator, 10% effort).

2004-2006 DEVELOPMENT OF NOVEL CALPAIN INHIBITORS USING PHAGE DISPLAY. NIH, NINDS. $250,000. (Principal Investigator, 50% effort).

2004 MAJOR RESEARCH EQUIPMENT GRANT. UNIVERSITY OF KENTUCKY. $50,000. (Principal Investigator).

2002-2003 DETERMINATION OF THE REDOX STATE OF THE CALCIUM- AND CYSTEINE-DEPENDENT PROTEASE, CALPAIN IN ALZHEIMER'S DISEASE. NIH, NIA. $20,000. (Principal Investigator, 25% effort).

2000-2001 MODULATION OF NMDA RECEPTOR ACTIVITY BY CALPAIN. NIH, NINDS, Individual National Research Service Grant Award. $75,000. (Principal Investigator. 100% effort).

1999-2000 CALPAIN-MEDIATED REGULATION OF NMDA RECEPTORS DURING ISCHEMIC INSULT. American Heart Association. Postdoctoral Award. $35,000. (Principal Investigator, 100% effort).

GRANTS PENDING

2013-2018 MSTEM PROGRAM AT UWF. NIH, NIA. ($1,800,000). Guttmann-PI

UNIVERSITY TEACHING

Course Development and Instruction

University of West Florida

PSY6217 Research Design in Psychology. Course Director. Graduate Course (Spring 2013)

PSB 4002 Brain, Behavior and Experience. Course Director. Undergraduate Course (Summer 2012, Spring 2013)

PSB 4990 Psychobiology of Aging. Developer / Course Director. Undergraduate Course. (Spring 2012)

DEP 4410. Adulthood and Aging. Course Director. Undergraduate Course. (Fall 2011, Fall/Spring 2012)

University of Kentucky
PGY 630-003 Cellular and Molecular Mechanisms of Aging. 2010-present. Developer / Co-Course Director. Graduate Course

GRN 781 Student Development Practicum. 2008-2009. Developer and Course director. Graduate Course.

GRN 650 Research Design in Gerontology. University of Kentucky. Aug 2008-present. Co-course-director (2009). Graduate Course.

GRN 700, Current topics in Brain Aging. University of Kentucky. Jan. 2006-present, Course director. Developer and Course-director. Graduate Course.

Gerontology graduate student seminar series. University of Kentucky. Aug. 2005 – 2008, Developer and Coordinator. Graduate Course. (Changed to GRN 781 in 2008).

Physiology graduate student seminar series. University of Kentucky. Jan. 2004-present, Developer and Coordinator. Graduate Course.

GRN 612, Biology of Aging. Feb. 2003 - present. Lecturer and co-course director, 2003-2005. Course director, 2006-present. Graduate Course.

Guest Lecturer

University of West Florida
NUR 3145 Pharmacology, April 2012.

EXP 4204, Sensation and Perception. April 2012.

DEP 2004, Human Development across the Lifespan. April 2012

University of Kentucky
OBI 651, Oral Biology II for Postgraduate, Feb. 2008-present. Medical student Course

GRN 650, Methods in Gerontology. Sept. 2003 – 2007, 2009

Graduate Course.

GRN 600, A Study of the Older Person. Sept. 2003 – present. Graduate Course.

Graduate Student mentorship

Stuart Hibyan, Psychology graduate student, University of West Florida (2011-present), Mentor

Donal Harrison, Psychology graduate student, University of West Florida (2011-present), Mentor

Tamara Powell, Psychology graduate student, University of West Florida (2011-present), Mentor

Tiffanie Clinkinbeard, Gerontology graduate student, University of Kentucky (2008), Mentor

Jonathon Wagner, IBS graduate student, University of Kentucky, IBS Rotation (2007), Mentor

Mary Kermicle, IBS graduate student, University of Kentucky, IBS Rotation (2007), Mentor

Tina Kruger, Gerontology graduate student, University of Kentucky, Rotation (2007), Mentor

Sonya Munk, Gerontology graduate student, University of Kentucky, Rotation (2006), Mentor

Diana Mathis, Gerontology graduate student, University of Kentucky, Rotation (2005), Mentor

Jennifer Marcum, IBS graduate student, University of Kentucky, IBS Rotation (2005), Mentor –

Laura Johnson, IBS graduate student, University of Kentucky, IBS Rotation (2004), Mentor

Dong-Young Choi, IBS graduate student, University of Kentucky, IBS Rotation (2004), Mentor

Jeremy Mathenia, IBS graduate student, University of Kentucky, IBS Rotation (2004), Mentor

Amanda Jo Baker, IBS graduate student, University of Kentucky, IBS Rotation (2003), Mentor

Dan Ni, IBS graduate student, University of Kentucky, IBS Rotation (2003), Mentor

Sadie Hebert, IBS graduate student, University of Kentucky, IBS Rotation (2003), Mentor

Kara Bottiggi, Gerontology graduate student, University of Kentucky, Rotation (2003), Mentor

Katie Nikzad, Gerontology graduate student, University of Kentucky, Rotation (2003), Mentor

Michelle Sama, IBS graduate student, University of Kentucky, IBS Rotation (2002), Mentor

Karrie Grear, IBS graduate student, University of Kentucky, IBS Rotation (2002), Mentor

High School Student Mentorship

Stephen Steinmetz, 2010-2011. Dunbar High School. Lexington, KY.

Andrei Terentiev, 2010-2011. Dunbar High School. Lexington, KY.

Rahul Joseph, 2008-2010. Dunbar High School. Lexington, KY.

Undergraduate Student Mentorship

General Faculty Advisor in School of Psychological and Behavioral Sciences 2011-present

Ashley Lambert, University of West Florida. 2012. Mentor

Matt Malley, University of West Florida. 2012. Mentor

Andrew Mize, St. John's College, Annapolis, MD. 2009-2010. Mentor

Xin Zhang, Nutritional Sciences, University of Kentucky 2007, Mentor
Coady Kleinert, Arts and Science, University of Kentucky, Summer 2005, Mentor

Matthew Bacon, Agricultural Science, University of Kentucky, 2001-2004, Mentor

Doctoral Thesis Advisor	Tiffanie Clinkinbeard, Dept. of Gerontology, Aug. 2008-Aug-2012. Chair.
	Diana Mathis. Dept. of Gerontology, Aug. 2006-May 2011. Graduated with Ph.D. Chair
	George A. Day, Dept. of Gerontology. March 2004-2006. Graduated with M.S. May 2007). Chair
Master's Thesis Advisor	
	Kimberly Chafin, Psychology graduate student, University of West Florida (2013-present), Chair
	Donal Harrison, Psychology graduate student, University of West Florida (2012-present), Chair
	Alaina Raymor-Talboy, Psychology graduate student, University of West Florida (2012-present), Chair
	Jennifer Albesa, Psychology graduate student, University of West Florida (2011-present), Chair
	Jeremy Mathenia. University of Kentucky . (Graduated with M.S., May, 2006) Chair.
Master's Thesis Committee	
	Laura Stephens, Department of Physiology, IBS Program, September 2009. Graduated with M.S.
	Kristen Hord, Physician Assistant Program, July 2010-2011.
Ph.D. Dissertation committees	Lori Reynolds, Department of Gerontology. Oct. 2010- May 2012. (Graduated with Ph.D.).
	Nicole Etter, Rehabilitation Sciences. Feb. 2010-Aug. 2011
	Tina Kruger, Department of Gerontology. May 2009-May 2011 (Graduated with Ph.D.)
	Amanda Sokan, Department of Gerontology. Oct. 2009- May 2011 (Graduated with Ph.D)
	Fran Vorsky, Department of Gerontology. Sept. 2009-2011
	Kathleen Schoch, Department of Physiology. Sept. 2009-present

Chris Simmons, Department of Physiology. May 2009-May 2011 (Graduated with Ph.D.)

Zohn Centrimole, Department of Nursing, April 2009-2012

Courtney Ortz, Department of Gerontology, August 2008-2012

Erin James, Department of Physiology, Feb. 2008-Dec. 2008. (Graduated with Ph.D.)

Gong Chen, Department of Nutritional Sciences. August 2007-December 2007, outside examiner. (Graduated with Ph.D.)

Edward Chang, MD-PHD, Department of Microbiology and Immunology. March 2007-August 2012.

Scott Shaffer, Department of Rehabilitation Sciences. March 2007- May 2007. (Graduated with Ph.D.)

Keith Anderson, Department of Gerontology. March 2007-May 2007. (Graduated with Ph.D.)

Vidya Nukala, Dept. of Anatomy and Neurobiology. Jan 2006-May 2007, outside examiner. (Graduated with Ph.D.)

Erin Rutherford, Dept. of Anatomy and Neurobiology. Nov 2006-May 2007, outside examiner. (Graduated with Ph.D.)

Jennifer Marcum, Dept. of Microbiology and Immunology. May 2006-August 2006. (exited program 2006)

Yasemin Kaya-Congleton, Dept. of Microbiology and Immunology. 2005, outside examiner. (Graduated with Ph.D.)

Yu-Chin Lien, Dept. of Toxicology. 2005, outside examiner. (Graduated with Ph.D.)

Amanda Jo Baker, Dept. of Physiology. July 2004-Dec. 2008. (Graduated with Ph.D.)

Michelle Sama, Dept. of Pharmacology. June 2004-2007. (Graduated with Ph.D.)

Matthew Garcia, Dept. of Anatomy and Neurobiology. Mar. 2004- May 2007. (Graduated with Ph.D.)

George A. Day, Dept. of Gerontology. Mar. 2004-2006. (Mentor/Advisor). (Graduated with M.S. May 2007).

Josh Arnold, Dept. of Physiology. Mar. 2004-Dec 2004 (Graduated with M.S.)

Jeremy McIntyre, Dept. of Physiology. Oct. 2003-Nov. 2009. (Graduated with Ph.D.)

Maile Brown, Dept. of Gerontology. June 2002-Jan. 2004 (Graduated with Ph.D.)

Adrian McCollum, Dept. of Physiology. July 2001-August 2003. (Graduated with Ph.D.)

ACADEMIC ACTIVITIES

Editorial Board

2007-2012	Editorial Board Member, Open Proteomics

Journal Editor

2006-2012	Managing Editor, Frontiers in Bioscience

Grant Reviewer

Feb. 2012	Ad hoc grant reviewer, AAAS Research Competitiveness Program
Oct. 2011	Ad hoc reviewer for University of Kentucky Cooperative Extension office
Feb. 2008	Ad-hoc Reviewer, Research Project Grants, Health Research Board of Ireland
Jan. 2008	Ad-hoc Reviewer, Department of Defense, TBI panel
April 2007-present	Ad-hoc Reviewer, NIH
April 2007-2010	American Heart Association, Biomedical Sciences II
May 2005-present	Ad-hoc reviewer, American Institute of Biological Sciences
March 2002	VA Merit Review

Ad-hoc Journal Reviewer

Advances in Pharmacology
Journal of Alzheimer's Disease
Journal of Neuroscience
Molecular and Cellular Biology
Neurochemistry International
Neuroscience Letters
Biochemical Pharmacology
Journal of Neurochemistry
Journal of Neuroscience Methods
Neurobiology of Aging
Neuropharmacology
Pharmacology and Therapeutics

DEPARTMENT, COLLEGE, AND UNIVERSITY SERVICE

University of West Florida

January 2013	Member, Alzheimer's Association Ambassador (Senator Bill Nelson, Florida)
December 2012-present	Member, UWF Growth and Development Committee
November 2012-present	Chair, Center on Aging Community Advisory Board
October 2012-present	Member, Alzheimer Family Services Advisory Board
September 2012-present	Member, Medical Center Clinic Advisory Board
April 2012-2013	Member, Functional Needs Service Outreach Subgroup
February 2012-2013	Member, Functional Needs Service Leadership Committee
January 2012 – present	Member, Adult Interagency Service Board
August 2011-present	Director, Center on Aging
August 2011-present	Member, School of Psychological and Behavioral Sciences Graduate Education committee
August 2011-present	Member, School of Allied Health and Life Sciences Advisory Committee
August 2011-present	Chair, Center on Aging Academic Advisory Council and Executive committee

University of Kentucky

May 2009-May 2010	Mentor for UK HealthCare Leadership Mentoring Program
May 2007-August 2011	Donovan Scholarship in Gerontology Committee
2002-2007	IBS Graduate Program Student Interviewer, University of Kentucky

College of Public Health

2010-2011	Member, Research Committee
2009	Member, Six-year review committee for Gerontology
2008-2009	Chair, Academic Affairs Committee
2007-2011	Member, Academic Affairs Committee
2007	Search committee member, Associate Dean of Admissions and Student Affairs
2005-2007	Member, Admissions and Student Affairs Committee

Graduate Center for Gerontology

June 2009-2011	Director of Graduate Certificate Program
July 2008-2011	Director of Graduate Studies
July 2004-2011	Member, Administrative Council
July 2004-July 2010	Chair, Curriculum Committee
November 2003-2011	Member, Curriculum Committee
November 2003-2011	Member, Recruitment Committee, Co-chair 2009-present
August 2003-July 2004	Member, Steering Committee
September 2002-July 2004	Member, Program Committee
September 2002-2007	Member, Faculty Search Committee

OTHER ACTIVITIES

March 2012	Judge, Science Olympiad. University of West Florida
Nov. 2011-present	"Your Senior Moment". WUWF 88.1 FM. Pensacola, Fl.
March 2008-2011	Judge, Central Kentucky Regional Science and Engineering Fair, Lexington, KY
Dec 2007-2011	Postdoctoral Research Day Judge, University of Kentucky
July 2007-present	Member, Graduate Faculty, University of Kentucky
April, 2007	External Reviewer for proposed PhD. Program in Gerontology, Simon Fraser University, Burnaby, BC
2006-2011	Associate Member of the Spinal Cord and Brain Injury Research Center
2006-2007	Activities Coordinator – Bluegrass Chapter Society for Neuroscience, University of Kentucky
2005- present	Sigma Phi Omega – Gamma Mu Chapter, Faculty Co-advisor, University of Kentucky,
2003-2011	Cardiovascular Research Day Judge, Gill Heart Institute, University of Kentucky
2001-2007	Associate Member of Graduate Faculty University of Kentucky

MEMBERSHIPS

2011-present	Member, Florida Council on Aging
2006- 2011	Member, Bluegrass Chapter of the Society for Neuroscience
2005-2011	Member and Faculty Co-advisor, Gamma Mu Chapter of Sigma Phi Omega (Gerontology Honor Society)
2005-present	Gerontology Society of America
1995-1997	Member, American Chemical Society
1993-present	Member, Society for Neuroscience
1992-1994	Member, American Society for Cell Biology

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-7546 **County Administrator's Report 12. 3.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 02/05/2015
Issue: Donation of Computers to Wedgewood Community Center Group, Inc.
From: Marilyn D. Wesley, Department Director
Organization: Community Affairs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Donation of Computers to Wedgewood Community Center Group, Inc. - Marilyn D. Wesley, Community Affairs Department Director

That the Board adopt the Resolution authorizing the donation of computers to Wedgewood Community Center Group, Inc., (Group) a not-for-profit Florida Corporation, for use at the Marie K. Young Wedgewood Community Center, to include computer classes to seniors, computer access to students, and computer access to the unemployed for job search purposes. The donated computers will be received by the Group "as is" with no expectation of technical or maintenance support from Escambia County.

BACKGROUND:

The Department of Community Affairs received a written request regarding the donation of surplus county computers from the Wedgewood Community Center Group in late 2014. The Information Technology Department identified and verified 8 desktop and 4 laptop computers as suitable for donation from those surplused and approved for disposal by the BCC on November 17, 2014. The written request from Wedgewood Community Center Group and a copy of the disposal recommendation are attached to this recommendation, along with the Resolution.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney Office prepared and approved the Resolution as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board action is required in accordance with Sections 274.06 and 125.38, Florida Statutes.

IMPLEMENTATION/COORDINATION:

The Department of Community Affairs, in conjunction with the Information Technology Department, will coordinate the donation of the computers to Wedgewood Community Center Group.

Attachments

WCCG Request for Computer Donation and 501c3 Certificate

Copy of IT Disposition Recommendation from November 17, 2014 BCC Meeting

Resolution - WCCG Computer Donation

Marie K. Young Wedgewood Community Center Group



6504 Wagner Road, Pensacola, FL 32505
Mailing Address: P. O. Box 9669, 32513
Phone: (850)471-6137
Debra Lawrence, Chairman Board of Directors

Dear Mrs. Wesley:

I currently serve as the Chairman of the Board of Directors for the Wedgewood Community Center Group, INC, which is a non profit 501C3 organization that oversees the operation of the Marie K. Young Wedgewood Community Center. I am writing you because the Center is in need of computers and I am hoping you could help us by donating excess/surplus County computers.

The Marie K. Young Wedgewood Community Center recently lost the use of five computers, which were being used by members of our community, due to water damage from a leak in the facility. Having new computers would mean that we could offer computer classes to our seniors, students could have access to the internet to complete research projects and other school work, and the unemployed could perform job searches.

I want to thank you for taking the time to consider this request. If more information is needed, you may contact me at (850) 450-4263.

Sincerely,

Debra Lawrence

Debra Lawrence, Chairman

1000021 05/15/14

FLORIDA DEPARTMENT OF REVENUE

Consumer's Certificate of Exemption

DR-14
R. 04/11

Issued Pursuant to Chapter 212, Florida Statutes

85-8015906971C-5	05/09/2014	05/31/2019	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

WEDGEWOOD COMMUNITY CENTER GROUP INC
6405 S WAGNER ROAD
PENSACOLA FL 32505

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

FLORIDA DEPARTMENT OF REVENUE

Important Information for Exempt Organizations

DR-14
R. 04/11

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.

6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-7179 **County Administrator's Report 10. 2.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 11/17/2014
Issue: Disposition of Property
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 eight Request for Disposition of Property Forms for the Information Technology Department, for property to be auctioned as surplus property or properly disposed of, which is listed on the Disposition Forms with agency and reason stated.

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 Prooperty

IMPLEMENTATION/COORDINATION:

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

Attachments

Disposition of Property
Disposition of Property
Disposition of Property
Disposition of Property
Disposition of Property
Disposition of Property
Disposition of Property
Disposition of Property

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: 10/28/14
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	53955	Dell Desktop Computer	DVDD871	Optiplex SX280	2005	Obsolete
Y	54108	Dell Desktop Computer	BT83181	Optiplex SX280	2005	Obsolete
Y	54562	Dell Desktop Computer	8KW8N81	Optiplex SX280	2005	Obsolete
Y	54568	Dell Desktop Computer	JJW8N81	Optiplex SX280	2005	Obsolete
Y	54545	Dell Laptop Computer		Latitude D510	2005	Obsolete
Y	54671	Dell Laptop Computer		Latitude D510	2005	Obsolete

Verified By: [signature] Date: 11/19/2014

Disposal Comments:

INFORMATION TECHNOLOGY (IT Technician): Christopher McGraw
Print Name

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

Computer is Ready for Disposition

Date: 10/28/14 Information Technology Technician Signature:

Date: 10/31/14
FROM: Escambia County Department Director (Signature):

Director (Print Name): David Musselwhite

RECOMMENDATION:
TO: Board of County Commissioners
Meeting Date: 11/17/2014

Approved by the County Commission and Recorded in the Minutes of: November 17, 2014
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 11.19.13

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: 10/28/14
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	54790	Dell Laptop Computer	97LLK91	Latitude D510	2006	Obsolete
Y	54964	Dell Laptop Computer		Latitude D510	2006	Obsolete
Y	54702	Dell Desktop Computer		Optiplex GX620	2006	Obsolete
Y	54795	Dell Desktop Computer		Optiplex GX620	2006	Obsolete
Y	54796	Dell Desktop Computer	DBXDM91	Optiplex GX620	2006	Obsolete
Y	55593	Dell Desktop Computer	FLJM9C1	Optiplex GX620	2007	Obsolete

Verified By: D. Carew Date: 11/19/2014

Disposal Comments:

INFORMATION TECHNOLOGY (IT Technician): Christopher McGraw
Print Name

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

Computer is Ready for Disposition

Date: 10/28/14 Information Technology Technician Signature:

Date: 10/31/14
FROM: Escambia County Department Director (Signature):

Director (Print Name): David Musselwhite

RECOMMENDATION:
TO: Board of County Commissioners
Meeting Date: 11/17/2014

Approved by the County Commission and Recorded in the Minutes of: November 17, 2014
Pam Childers, Clerk of the Circuit Court & Comptroller
By (Deputy Clerk) Elizabeth Carew

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 11.19.13

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: 10/28/14
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	53955	Dell Desktop Computer		Optiplex SX280	2005	Obsolete
Y	54108	Dell Desktop Computer		Optiplex SX280	2005	Obsolete
Y	54562	Dell Desktop Computer		Optiplex SX280	2005	Obsolete
Y	54568	Dell Desktop Computer		Optiplex SX280	2005	Obsolete
Y	54545	Dell Laptop Computer	B4N4N81	Latitude D510	2005	Obsolete
Y	54671	Dell Laptop Computer	GYP5X81	Latitude D510	2005	Obsolete

Disposal Comments:

INFORMATION TECHNOLOGY (IT Technician): Christopher McGraw
Print Name

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

Computer is Ready for Disposition

Date: 10/28/14 Information Technology Technician Signature:

Date: 10/31/14
FROM: Escambia County Department Director (Signature):

Director (Print Name): David Musselwhite

RECOMMENDATION:
TO: Board of County Commissioners
Meeting Date: _____

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 11.19.13

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: 10/28/14
Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Date 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	54790	Dell Laptop Computer		Latitude D510	2006	Obsolete
Y	54964	Dell Laptop Computer	BCF80B1	Latitude D510	2006	Obsolete
Y	54702	Dell Desktop Computer	DK9W591	Optiplex GX620	2006	Obsolete
Y	54795	Dell Desktop Computer	BBXDM91	Optiplex GX620	2006	Obsolete
Y	54796	Dell Desktop Computer		Optiplex GX620	2006	Obsolete
Y	55593	Dell Desktop Computer		Optiplex GX620	2007	Obsolete

Disposal Comments:

INFORMATION TECHNOLOGY (IT Technician): Christopher McGraw
Print Name

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

Computer is Ready for Disposition

Date: 10/28/14 Information Technology Technician Signature:

Date: 10/31/14
FROM: Escambia County Department Director (Signature): Date

Director (Print Name): David Musselwhite

RECOMMENDATION:
TO: Board of County Commissioners
Meeting Date: _____

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 11.19.13

RESOLUTION NUMBER R2015-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS AUTHORIZING THE DONATION OF COMPUTERS TO WEDGEWOOD COMMUNITY CENTER GROUP, INC. AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Escambia County (County) is the owner of certain tangible personal property (Computers), specifically the following:

Dell Desktop Computer, Serial Number DVDD871
Dell Desktop Computer, Serial Number BT83181
Dell Desktop Computer, Serial Number 8KW8N81
Dell Desktop Computer, Serial Number JJW8M81
Dell Desktop Computer, Serial Number FLJM9C1
Dell Desktop Computer, Serial Number DBX0M91
Dell Desktop Computer, Serial Number DK9W591
Dell Desktop Computer, Serial Number BBXDM91
Dell Laptop Computer, Serial Number BCF80B1
Dell Laptop Computer, Serial Number 97LLK91
Dell Laptop Computer, Serial Number B4N4N81
Dell Laptop Computer, Serial Number GYP5X81

WHEREAS, Wedgewood Community Center Group (Wedgewood) is a Florida corporation, not-for-profit, that provides services to the community to include computer classes to seniors, computer access to students, and computer access to the unemployed for job search purposes.

WHEREAS, Wedgewood Community Center Group has requested that the County convey Computers to it for use in support of its Program; and

WHEREAS, the Board of County Commissioners for Escambia County has determined that the Computers are not needed for County purposes and that it is in the best interest of the County to convey the Computers to Wedgewood Community Center Group under the terms and conditions stated herein; and

WHEREAS, the value of the Computers is less than Five Thousand Dollars ($5,000); and

WHEREAS, the conveyance of the Computers from the County to Wedgewood Community Center is authorized pursuant to Sections 274.06 and 125.38, Florida Statutes;

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

Section 1. The foregoing recitals are true and correct and incorporated herein by reference.

Section 2. The Computers shall be donated by the County to Wedgewood Community Center Group for no consideration and with all other costs associated with accepting the Computers being borne by Wedgewood Community Center Group.

ADOPTED this ___ day of _____, 2015.

Approved as to form and legal sufficiency.
By/Title: C.M. Crawford
Date: 4/13/2015

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

BY: _____
Steven Barry, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

BY: _____
Deputy Clerk

(Seal)

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-7599 **County Administrator's Report 12. 4.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 02/05/2015
Issue: Community Center License and Management Agreement with Englewood Neighborhood Improvement Corporation
From: Marilyn D. Wesley, Department Director
Organization: Community Affairs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Community Center License and Management Agreement with Englewood Neighborhood Improvement Corporation - Marilyn D. Wesley, Community Affairs Department Director

That the Board take the following action regarding the Community Center License and Management Agreement with Englewood Neighborhood Improvement Corporation:

A. Approve the naming of a building located on the current site of the Englewood Community Center property at 2751 North "H" Street as the "Englewood Neighborhood Center";

B. Approve the address assignment for this specific building as "2749 North 'H' Street"; and

C. Approve and authorize the Chairman to sign the Community Center License and Management Agreement between the Board of County Commissioners and Englewood Neighborhood Improvement Corporation and all documents related to the Agreement, pending Legal approval of the Agreement and any related documents requiring the Chairman's signature, without further action of the Board.

BACKGROUND:

The Department of Community Affairs, at the direction of the Board of County Commissioners, has partnered with local, non-profit organizations in the management of community centers throughout the county. These organizations assist in providing a vital service to the citizens of their communities by their operations.

The majority of the County-owned community centers operate under Community Center License and Management Agreements. A blank copy of the current agreement has been attached to the recommendation for reference purposes. The Englewood Community

Center property located at 2751 North H Street will continue to operate under the current BCC agreement with the Boys and Girls Club of the Emerald Coast. A map is attached to this recommendation, denoting the building proposed to be under the operation of Englewood Neighborhood Improvement Corporation, along with the group's nonprofit status information.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The Community Center License and Management Agreement was prepared in conjunction with the County Attorney Office, and was generally approved as to form and legal sufficiency. The Agreement will be completed and stamped to reflect approval by the County Attorney Office prior to execution by the Chairman.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires the approval of the Board for such agreements involving County-owned property.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Blank Sample of License and Management Agreement

Aerial of 2749 and 2751 North H. Street

Englewood Neighborhood Improvement Corporation

COMMUNITY CENTER
LICENSE AND MANAGEMENT AGREEMENT

THIS LICENSE AND MANAGEMENT AGREEMENT (Agreement) is made and entered into as of this ____ day of _____**, 2015,** by and between **Escambia County**, a political subdivision of the State of Florida, whose address is 221 Palafox Place, Ste. 420 Pensacola, Florida (County), and _____**,** a Florida not-for-profit corporation whose address is _____ (Organization):

WITNESSETH:

WHEREAS, the County owns the property known as _____**,** (Community Center); and

WHEREAS, the Organization, a non-profit corporation organized under the laws of the State of Florida, was created to provide social and character development through structured programs and organized activities for citizens of Escambia County; and

WHEREAS, the County and the Organization desire that the Organization manage structured programs and organized activities at the Community Center for the use and benefit of the public; and

WHEREAS, the Organization has expressed interest to the Board of County Commissioners to use and manage the Community Center for the purpose of providing a location for members of its organization and citizens and groups in Escambia County to engage in structured programs and organized activities; and

WHEREAS, the County is satisfied that a license to use, manage, and administer the Community Center would be in the County's best interest; and

WHEREAS, the Organization desires to assist the County in the continued operation of public structured programs and organized activities at the Community Center; and

WHEREAS, the County would benefit from the assistance of the Organization in operating the Community Center for structured programs and organized activities; and

WHEREAS, this Agreement supersedes any previous agreements.

NOW THEREFORE, the parties agree as follows:

1. COMMUNITY CENTER USE AND MANAGEMENT. The County licenses the Organization to use and manage the Community Center with relation to activities and programs that are sponsored by and under the Organization's direction. The Organization agrees that the

SAMPLE

Community Center will remain available for use by other citizens and community organizations at all times for activities which do not interfere with the Organization's scheduled activities.

During the period of the Agreement and any renewal of the Agreement, the Organization will administer the Community Centers various programs for the public benefit and will organize programs in accordance with the terms in the Agreement. The Organization has priority in scheduling its programs and activities at the Community Center. Any member of the public, who qualifies under applicable Organization rules, may participate in the Organizations programs.

The Organization may grant preferences to programs designated as group activities.

The Organization may charge a fee for participation in the Organization's events, provided however, that any fee charged cannot exceed anticipated expenses directly associated with the program, including appropriate allowances for participation in the programs by citizens without sufficient funds to pay the fees. The fees are to be used solely for the purpose of covering expenses directly associated with the programs and activities of the Organization.

The Organization shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, and Title VI of the Civil Rights Act of 1964, as amended. The Organization shall not discriminate against any person because of race, color, sex, religion, handicap, age, or national origin, by refusing to furnish services provided by the Organization.

In the event of a disaster as declared by Escambia County pursuant to Section 37-35, Escambia County Code of Ordinances, the Organization understands and agrees that County may at its discretion utilize the Community Center facility during which the Organization shall be required to suspend operations and vacate the premises.

SAMPLE

2. TERM. The term of this Agreement shall commence upon execution by the both parties and continue in effect for an initial term of the three (3) years unless earlier terminated with or without cause by either party giving thirty (30) days prior written notice. The Agreement will automatically renew for two (2) additional one (1) year terms unless thirty (30) days prior to the end of any renewal term, either the Organization or the County gives written notice of intent not to renew. The term of this Agreement begins on the ___ day of_____**, 2015,** and ends on the ___ **day** of_____**, 2018**.

3. PAYMENT OF RENT. The Organization agrees to pay to the County the sum of one dollar ($1) per year, payable in advance for the initial agreement term of three (3) years. The County acknowledges receipt of three dollars ($3).

4. NOTICES. Notices to the Organization and the County under the Agreement and the payment of rent must be addressed to and mailed or delivered to the following:

TO THE COUNTY

County Administrator
Board of County Commissioners
221 Palafox Place, Suite 420
Pensacola, Florida 32502

With a copy to:

County Attorney's Office
221 Palafox Place, 430
Pensacola, Florida 32502

TO THE ORGANIZATION

Notices can be personally delivered or sent by U.S. mail. The date of delivery is the date of receipt of any notice. Each party may change its address by written notice given to the other.

5. ORGANIZATION DOCUMENTS. At the time of the execution of the Agreement, the Organization agrees to provide to the County a copy of its incorporating documents and a list of its current Board of Directors. The Organization agrees to furnish the following annually to the County; certificate of insurance, financial report, board member roster, activity report, and organization equipment inventory. Failure to provide said documents to the County by November 1 of any year could result in the termination of this Agreement.

6. MEDIATION. The County Administrator, or authorized designee, will assure the Organizations compliance with the terms of the Agreement. The County Administrator may elect to mediate disputes arising between members of the public and the Organization regarding the Organizations compliance with the Agreement. The Organization designates its Board of Directors, or a specifically appointed committee of the Board of Directors, to represent the Organization in disputes. The Organization's Board of Directors is responsible for carrying out all the objectives set forth in the Agreement.

7. CONSTRUCTION OF IMPROVEMENTS. The County agrees to preserve the Community Center exclusively for public purposes. The County further agrees that during the term of the Agreement, no physical change to the property or major construction work will be undertaken without prior consultation with the Board of Directors of the Organization.

If the Organization wants to undertake any construction work in the Community Center, prior approval must be obtained from the County, and the Organization shall ensure that all Federal, State, local laws, regulations, and ordinances are compiled with, including but not limited to: (a) the Occupational Safety and Health Act of 1970, Construction Industry Standards (29 CFR §1926, et. seq.); (b) the Americans with Disabilities Act of 1990, as subsequently amended (42 U.S.C. 12101, et. seq.); (c) Escambia County Review Committee approval; and (d) Building inspection review. All

SAMPLE

improvements made by the Organization become the property of the County without charge upon completion.

8. MAINTENANCE. The Organization and the County agree that all necessary grounds and structure maintenance and upkeep of the Community Center will be carried out year round. In order to create a clear understanding of this scope of work, the following maintenance guidelines are agreed to by the parties: (a) the County will maintain the premises in good repair and in a neat, safe, and orderly condition, normal wear and tear excepted; (b) in the event it is determined that damage to facilities and equipment has occurred due to abuse or misuse by the Organization or any other entity using the Community Center for organized events by consent of the Organization, the Organization is responsible for the repair or returning the facility and equipment to its pre-damaged condition; (c) the County will pay all water, gas, electric, telephone (single line only/no options), sewage, garbage disposal, janitorial, and other utility bills related to the Community Center during the term of the Agreement, and (d) the County will provide proper grounds maintenance throughout the year.

9. REVENUE/INCOME. Revenue and income derived from the activities of the Organization are the exclusive property of the Organization but must be used by the Organization in furtherance of its activities at the Community Center in providing additional improvements for the Organization's programs. The Organization shall provide a full accounting of all revenue and expenses to the County annually. The County has the right to audit the financial information at any time, at the County's expense.

10. EQUIPMENT. An inventory of equipment and personal property stored at the Community Center must be provided annually to the County by the Organization. All equipment or other personal property owned by the Organization, which has been placed or maintained in the Community Center by the Organization, is at the sole risk of the Organization. The Organization may remove from the Community Center any time prior to or within sixty (60) days of the termination of the Agreement its equipment and personal property. Any Organization equipment or personal property not removed from the Community Center within sixty (60) days after termination of the Agreement becomes the exclusive property of the County without recourse.

11. TERMINATION. The Agreement may be terminated at any time with or without cause, by the County, particularly whenever the Community Center is not being used, utilized, or managed by the Organization in accordance with the provisions of the Agreement, or whenever the Organization ceases operation, dissolves its corporation, or otherwise no longer provides the required services under the terms of the Agreement. The County agrees to give the Organization not less than thirty (30) days written notice of its intent to terminate the Agreement.

The Agreement may be terminated by the Organization at any time in case of material breach of the Agreement by the County provided that the Organization shall first give to the County written notice of the breach and thirty (30) days within which to remedy the breach. Any notice under this section mailed or delivered by the County to the Board of Directors of the Organization will be deemed as the official notice of the County.

SAMPLE

12. RECORDS. The parties acknowledge that this agreement and any related financial records, and its reports, plans, correspondence, and other documents maybe subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provisions of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this agreement.

13. ENTIRE AGREEMENT. The Agreement contains the entire agreement of the parties and no representations, inducements, promises, or agreements between the parties not contained in the Agreement will be of any force and effect. Any amendments, modifications, additions, or alterations of the Agreement must be in writing executed with the same formalities as the Agreement.

14. HEADINGS. Headings and subtitles used throughout this agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

15. SUCCESSORS AND ASSIGNS. Without the previous written consent of the County, neither the Organization, nor its successors in interest by operation of law or otherwise, are permitted to assign the Agreement sublet or permit the occupancy of the Community Center or any part of the Community Center, by anyone other than the Organization. Any consent by the County to any act of assignment, subletting, or occupancy will be held to apply only to the specific transaction authorized. In any event, no assignment, subletting or occupancy will relieve the Organization of its obligations under the Agreement.

16. SURVIVAL. All other provisions which by their inherent character, sense, and context, are intended to survive termination of this agreement shall survive it.

17. INSURANCE. During the period mutually agreed upon between the County and the Organization, the Organization shall provide commercial general liability insurance with $500,000 per occurrence and aggregate limits, including coverage parts of bodily injury, property damage, personal injury, and contractual liability, and sports participation cannot be excluded. The Organization must also require any other organization using the Community Center for organized events to procure "special event" liability insurance, naming Escambia County as an "additional insured." In the alternative, the Organization can procure a blanket special events policy for a minimum of $500,000 per event and issue certificates to other organizations using the Community Center for special events.

All insurance carriers must be rated "A minus," VIII or higher by the most recently published edition of A.M. Best rating guide. The Organization shall provide thirty (30) days prior written notice to Escambia County before any change in or cancellation of any of the identified coverages.

Escambia County must be provided the certificates of insurance which reflect **Escambia County,-221 Palafox Place, Suite 420**, **Pensacola, Florida 32502,** as an "additional insured" and

SAMPLE

the "certificate holder". Certificates must be mailed to the **Department of Community Affairs/Division of Community Services, 221 Palafox Place, Pensacola, Florida 32502**. Certificates must reflect a thirty (30) day notice of cancellation and non-renewal clauses. Certificates of insurance will be satisfactory to the County with all succeeding coverages and carriers to be consecutive to prior coverages.

No provision of the Agreement can be construed, or in any way is intended to be construed, as a waiver of Escambia County's sovereign immunity or any other limitation of liability of Escambia County. Escambia County is self-insured for liabilities in excess of the amounts provided under Section 768.28, Florida Statutes.

The Organization agrees not to violate, or knowingly or negligently permit or allow to be violated, any condition of any insurance policies required by the Agreement. All insurance coverage of the Organization must be primary to any insurance or self-insurance carried by Escambia County applicable to this Agreement. The acceptance by Escambia County of any Certificate of Insurance does not constitute approval or agreement by Escambia County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the Agreement.

SAMPLE

18. HOLD HARMLESS. The Organization shall indemnify and hold harmless Escambia County, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, penalties, interest, attorney and paralegal fees, liability and expenses in connection with the loss of life, bodily or personal injury, environmental impairment, property damage, including loss of use of the property, zoning or similar issues, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the Organization's negligent performance of the Agreement. The Organization's obligation is not limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

19. DAMAGE OR DESTRUCTION BY CASUALTY. If by fire or other casualty the Community Center is totally damaged or destroyed, either party has the option of terminating the Agreement by serving written notice upon the other within thirty (30) days from the date of the casualty or a lesser number of days as the parties may mutually agree.

20. COMPLIANCE WITH LAWS AND PROCEDURES. The parties agree to comply with all applicable laws, guidelines, rules, regulations, and requirements, whether federal, state, or local, applicable to the Organization and its use of the Community Center and those for the correction, prevention, and abatement of nuisance, unsafe conditions, or other grievances arising from or pertaining to the use or occupancy of the Community Center.

21. SMOKING AND ALCOHOL POLICY. Alcohol use is prohibited at all times on the grounds of the community center as well as within the structure of the Community Center. Smoking is prohibited at all times within the structure of the Community Center. If this prohibition is violated

by the Organization or any other organization using the Community Center for organized events, the Agreement may be terminated by the Board of County Commissioners pursuant to Paragraph 11 of the Agreement.

22. SEVERABILITY. If any term or condition of the Agreement or the application of the Agreement to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of the Agreement is not affected and each term and condition of the Agreement is to be valid and enforceable to the fullest extent permitted by law. The Agreement will be construed in accordance with the laws of the State of Florida, and venue is in Escambia County, Florida.

23. EFFECTIVE DATE. Submission of the Agreement to the County does not constitute an offer, and the Agreement becomes effective upon the execution and delivery by both the Organization and the County. The County and the Organization acknowledge that they have not relied upon any statement, representation, prior or contemporaneous written, or oral promises, agreements, or warranties, except as expressed in the Agreement.

If the Organization, with the County's consent, uses the Community Center or any part of the Community Center prior to the beginning of the Agreement term, all provisions of the Agreement will be in full force and effect beginning at the time of the initial use.

24. RELATIONSHIP OF PARTIES. Nothing contained in the Agreement can be deemed by the parties or by any third party to create the relationship of principal and agent, partnership, joint venturer or similar relationship between the County and the Organization.

SAMPLE

25. ACKNOWLEDGEMENT. The Agreement cannot be more strictly construed against either party because one party may have drafted or prepared any or all of the terms and provisions of the Agreement. It is acknowledged that each of the parties has been represented by legal counsel and that each of the legal counsel has contributed substantially to the content of the Agreement.

SIGNED AND DELIVERED BY:

COUNTY:
Board of County Commissioners
Escambia County, Florida

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
, Chairman

_____
Deputy Clerk

(SEAL)

ORGANIZATION:

Witness: _____
Print Name: _____

Witness: _____ By:_____
Print Name: _____ Its:_____

STATE OF FLORIDA
COUNTY OF ESCAMBIA

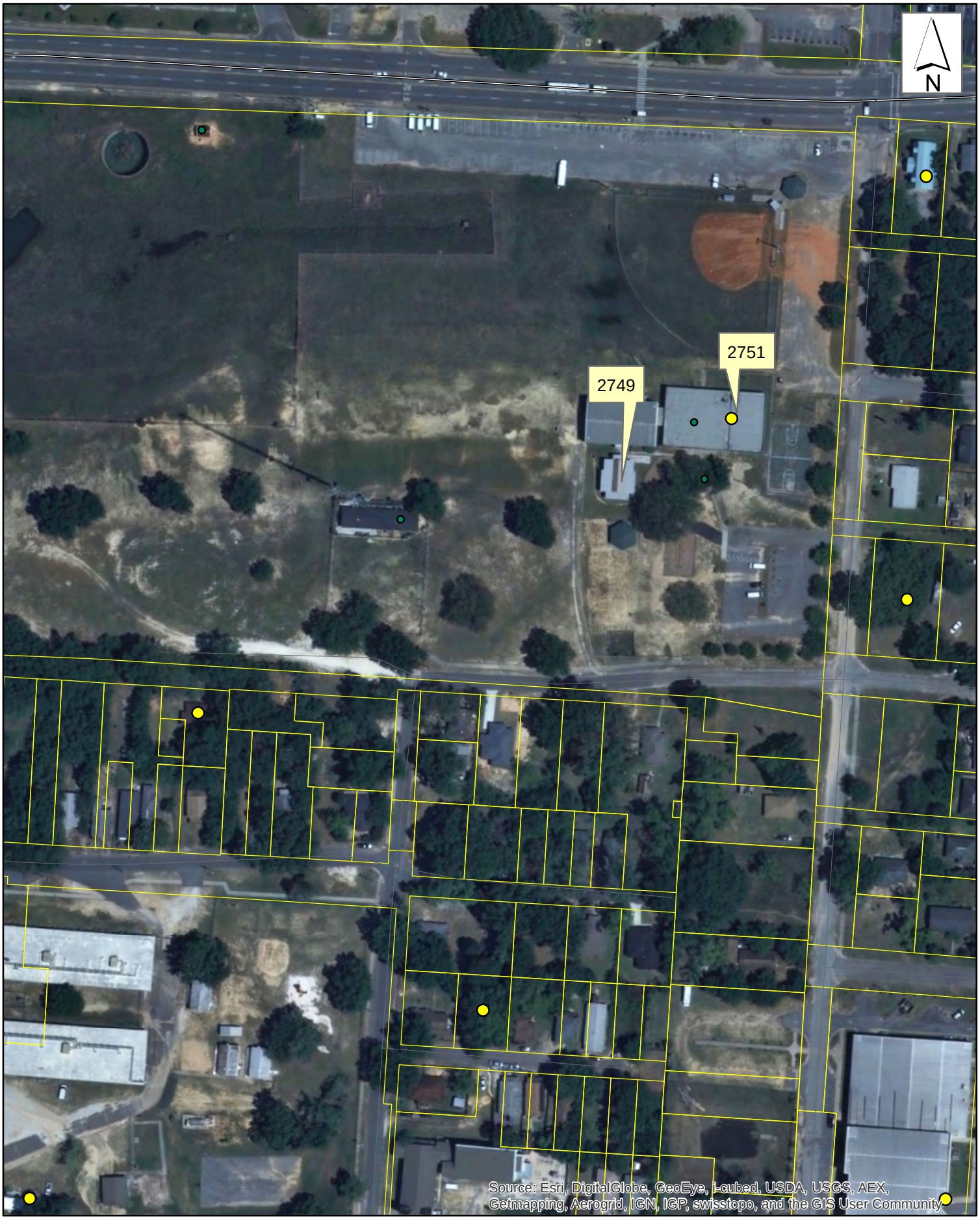
The foregoing instrument was acknowledged before me this ____ day of _____**, 2015, by** _____**, as** _____**of**_____. **He/She** is (_) **personally known to me**, or ( ) **produced identification**. Type of identification produced _____.

Signature of Notary Public

(Notary Seal)

Printed Name of Notary Public

SAMPLE


N
2751
2749
Source: Esri, DigitalGlobe, GeoEye, i-cubed, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community
Miles
0
0.0125
0.025
0.05
0.075
0.1
0.125

2014 FLORIDA NON PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# N95000004635

Entity Name: ENGLEWOOD NEIGHBORHOOD IMPROVEMENT CORPORATION

FILED
Apr 27, 2014
Secretary of State
CC0189167660

Current Principal Place of Business:

2751 NORTH H STREET
PENSACOLA, FL 32501

Current Mailing Address:

P.O. BOX 17322
PENSACOLA, FL 32522 US

FEI Number: 59-3445733

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

MARSHALL, ELOIS
6250 COLLEGE BLVD
PENSACOLA, FL 32504 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: ELOIS MARSHALL 04/27/2014

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	MS
Name	MARSHALL, ELOIS
Address	2616 NORTH L STREE
City-State-Zip:	PENSACOLA FL 32501

Title	MRS.
Name	BLANKENSHIP, FIRNAH
Address	1605 W. SCOTT ST
City-State-Zip:	PENSACOLA FL 32501

Title	MR
Name	JAMES, ALBERT
Address	1010 W. HAYES ST
City-State-Zip:	PENSACOLA FL 32501

Title	D
Name	BROWNING, HAZEL
Address	2800 NE ST.
City-State-Zip:	PENSACOLA FL 32501

Title	MRS.
Name	GRICE, ETHEL
Address	1225 W. BOBE ST
City-State-Zip:	PENSACOLA FL 32501

Title	DR.
Name	EDLER, LAURA
Address	801 W. BAARS ST
City-State-Zip:	PENSACOLA FL 32501

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: DR. LAURA EDLER TREASURER 04/27/2014

Electronic Signature of Signing Officer/Director Detail — Date

State of Florida
Department of State

I certify from the records of this office that ENGLEWOOD NEIGHBORHOOD IMPROVEMENT CORPORATION is a corporation organized under the laws of the State of Florida, filed on September 29, 1995.

The document number of this corporation is N95000004635.

I further certify that said corporation has paid all fees due this office through December 31, 2014, that its most recent annual report/uniform business report was filed on April 27, 2014, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Eleventh day of January, 2015

Ken Detzner

Secretary of State

Authentication ID: CU8522012997

To authenticate this certificate,visit the following site,enter this ID, and then follow the instructions displayed.

https://efile.sunbiz.org/certauthver.html

Englewood Neighborhood Improvement Corporation

Post Office Box 17322
Pensacola, Florida 32522-7322

January 11, 2015

Our goal is to develop and implement programs and activities to enhance, improve and help families to build strong parenting skills, expands their vocational abilities, and provides them with positive community socialization, health related and cultural activities, while instilling an appreciation for an aesthetic and wholesome living environment.

Tentative Programs/Activities: Educational lunch and classes, gardening, GED Preparation

- Youth education, ceramics, dance, art programs, athletic activities, homework help, job preparation and leadership programs
- Food preparation, sewing, crocheting, knitting and crafts; Health fairs, blood pressure checks and health screenings; Exercise Programs, computer classes, trips to various attractions and agencies; Chat and Chew, senior birthday recognition, high school graduate recognition; Bingo, checker club, domino club, and others as the community request; Income tax return assistance, applying for various benefits.
- Other programs and activities will be added as the need and interest present.

The bylaws are forthcoming. If additional information is needed, please contact the president, Mrs. Elois Marshall.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-7559 **County Administrator's Report 12. 5.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 02/05/2015
Issue: Appointments to the Extension Council
From: Keith Wilkins, Department Director
Organization: Community & Environment
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Extension Council Appointments - Keith T. Wilkins, Community & Environment Department Director

That the Board take the following action concerning appointments to the Escambia County Extension Council:

A. Appoint the following two individuals to a two-year term, effective retroactively December 1, 2014, through November 30, 2016;

ZONE	NAME AND ADDRESS
6	Darrell R. Black, 468 McKenzie Road, Cantonment, FL 32533
12	Janice R. Kilgore, 8026 Eight Mile Creek Road, Pensacola, FL 32526

B. Request the County Administrator's Office to provide letters of appointments to the incoming members; and

C. Request the County Administrator's Office to provide letters of appreciation to the following two individuals, who have completed their two-year term of appointment.

ZONE	NAME AND ADDRESS
6	Larry Daniel, 1504 Hunters Creek Drive, Cantonment, FL 32533
12	Barbara Holloway, 7060 Rampart Way, Pensacola, FL 32505

BACKGROUND:

Chapter 67-1366, Laws of Florida, authorizes establishment of a county extension council and division of the county into zones or districts by the Board of County Commissioners (BCC). Council members are appointed by the BCC, subject to the approval of the Florida Cooperative Extension Service. The council is to be composed of an odd number of members, men and women, numbering neither less than 13 nor more than 21. The persons appointed are to be known to have an interest in and concern for the agricultural, family and consumer sciences (home economics), and youth programs of extension; in developing the rural and urban sections; and in developing the county and its resources. At least one council member shall be a member of the BCC.

To ensure that every section of the county is represented, the county is divided into zones and a member is selected from each zone. Members must live in the zone to which he/she is appointed and serve staggered two-year terms. Members may serve for a maximum of two consecutive two-year terms before rotating off and must be off the Council for one two-year term before becoming eligible to serve again.

These individuals, which were nominated by the Nominating Committee selected by the Escambia County Extension Council, reside in the zone for which appointed and are known to have an interest and concern for programs of the Escambia County Extension, and have been nominated without regard to race, color, creed, sex, or national origin.

BUDGETARY IMPACT:

No budgetary impact associated with appointments to the Extension Council.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

No personnel impact associated with appointments to the Extension Council.

POLICY/REQUIREMENT FOR BOARD ACTION:

Per County Administrator's policy, attached is a copy of a resume for each individual being considered for appointment.

IMPLEMENTATION/COORDINATION:

After final BCC action, the Extension Division Manager will forward the BCC's recommendation to the University of Florida Dean for Extension for consideration and approval/confirmation.

Nominations were recommended by the Nominations Committee of the Escambia County Extension Council. Nominees have agreed to serve if appointed.

Attachments

janice kilgore, bio, zone 12

BIOGRAPHY

JANICE ROGERS KILGORE
8026 Eight Mile Creek Road
Pensacola, Florida 32526

Janice has been with Navy Federal Credit Union since 2008. She began her career with Navy Federal as the Business Continuity Planner for Greater Pensacola Operations. She is currently Vice President of Greater Pensacola Operations and is responsible for coordinating operations for Navy Federal's 4,000 employees in the Pensacola area.

Prior to joining Navy Federal, Janice worked for Escambia County, retiring in 2008 after 36 years of service. At the time of retirement, Janice was serving as Assistant County Administrator and the County's Public Safety Director. She directed operations for the County's 9-1-1 Emergency Communications, Emergency Management, Fire Services, and Emergency Medical Services. In addition, she coordinated response and recovery operations for the County's Emergency Operations Center during numerous local disasters, including major events such as Hurricanes Erin, Opal, Georges, Ivan, and Dennis.

Janice is a Certified Emergency Manager through the International Association of Emergency Managers and an Associate Business Continuity Professional certified by Disaster Recovery Institute International. She is a member of the International Association of Emergency Management and has served in a number of volunteer positions in the community. She currently serves as an ex-officio member for BRACE – Be Ready Alliance Coordinating for Emergencies and is a member of the Daughters of the American Revolution (Pensacola Chapter) and Impact 100.

Janice is a life-long resident of Pensacola. She has two sons and one granddaughter. Hobbies include reading, spending time with her family, and watching the University of Alabama win championships.

janice_kilgore@navyfederal.org

Bus. Phone: 850-912-0104

January 2015

Resume

Personal Data

Darrell R. Black
DOB: 2/17/58
Marital Status: Married 9/27/81 to Debra Black
Debra's DOB: 12/21/57
Address: 468 Mckenzie Rd.Cantonment, Fla. 32533
(C) 850-572-3261
Children: Carey, DOB 11/3/83
Nick, DOB 10/18/91

Educational Background

1. 1976 - Tate High School Graduate
   - Played Football 4 Years
   - President of the Future Farmers of America (FFA) senior year
   - 2nd in the state in the FFA Tractor Driving Contest 1975 & 1976
   - 4 year team member of the FFA Land Judging Team – 3rd in state 1975
2. 1976 - 1 Semester at Pensacola Junior College
3. 1978 - 1 Quarter at Troy State University
   - Walked on for football as a Middle Linebacker. Made the team, but no scholarship was offered.

Secular Experience

1978 – Present – employee at International Paper
375 Muscogee Rd. Cantonment, FL. 32533
850-968-2121

1. 04/1978 – 10/1978 worked in the Labor Gang
2. 11/1978 – 1992 worked in Wood Processing
3. 1992 – 1994 Facilitator/Consultant in Organizational Development
4. 1993 Decision Modes Trainer
5. 1994 Conflict Resolution Trainer
6. 1996 – 2/28/01 worked in Wood Processing
7. 2001 – 2009 Safety Coordinator
8. 3/08/01 Certification in Fundamentals of Safety Management: 100 Series. International Paper Environment, Health & Safety University
9. 8/17/01 OSHA 10 Hour Workshop
10. 4/10/02 Certified Fall Prevention and Protection Competent Person 1
11. 10/30/02 IP Pensacola Facility Louie Award Winner:
    a. Cares about & inspires others.
    b. Has a positive attitude.
    c. Displays a passion to win.
    d. Pursues excellence.
12. 4/30/2004 Certified United States Department of Labor OSHA Course # 501 (General Industry) Trainer by the Georgia Institute of Technology
13. 4/6/05 Certified Fall Prevention and Protection Competent Person 1 Refresher
14. 4/6/05 Certified Fall Prevention and Protection Competent Inspector
15. 12/9/05 Certified United States Department of Labor OSHA Course # 500 (Construction Industry) Trainer by the Georgia Institute of Technology
16. 8/6/07 The Challenge of Team Leadership – certificate of learning by Pensacola Junior College (PJC)

17. 8/6/07 The Leader In Each of Us – certificate of learning by PJC
18. 8/7/07 Managing Your Priorities – certificate of learning by PJC
19. 8/7/07 Giving Recognition – certificate of learning by PJC
20. 8/8/07 Handling Emotions Under Pressure – certificate of learning by PJC
21. 8/8/07 Proactive Listening – certificate of learning by PJC
22. 1/10/08 Update Certification United States Department of Labor OSHA Course # 503 (General Industry) Trainer by the Georgia Institute of Technology
23. 4/9/08 Certified Fall Prevention and Protection Competent Person Refresher
24. 4/10/08 Certified Fall Prevention and Protection Competent Inspector Refresher
25. 9/18/08 Certified Aerial Lift Trainer
26. 7/16/09 Update Certification United States Department of Labor OSHA Course # 502 (Construction Industry) Trainer by the Georgia Institute of Technology
27. 2009 – present Wood Processing
28. 4/12 Certified Fall Prevention and Protection Competent Person Refresher
29. 4/12 Certified Fall Prevention and Protection Competent Inspector Refresher
30. 3/12 Certified Aerial Lift Trainer & Class 7 Fork Lift Trainer
31. 6/14 Certified Fall Prevention and Protection Competent Person Refresher

Body Building & Power Lifting Titles

1. 1981 Mr. Southern Georgia – 1st medium height class
2. 1982 Mr. Pensacola
3. 1983 Mr. Gulf Coast
4. 1986 Florida State Powerlifting Championships (heavyweight, novice division) – 5'9", 238 lbs, 440 bench, 605 squat, 615 deadlift
5. 1987 Mr. Northwest Florida – 1st heavyweight division
6. 1988 Mr. Florida – 5th place heavyweight division
7. 1988 Escambia County Bench Press Championships – 1st place in the 242 lb class, 5'9", 245 lbs, 485 lb bench
8. 1990 Mr. Florida – 3rd place heavyweight division

Coaching

1. 1977 & 1978 Head Football Coach Cantonment Cowboys 9-10 year olds.
2. 2004 – 2006 Upward Basketball Coach at Olive Baptist Church
3. 2005 Upward Basketball Coach of the Year

Strength & Conditioning Trainer

1990 – Present

AdvoCare Independent Distributor

2/05 – Present

Ministry Experience

1. 1991-1999: Deacon & Youth Director First Baptist Church of Cottage Hill
   230 Williams Ditch Rd. Cantonment, Fla.32533
   850-968-2357

2. 1993, May 5 - Licensed to Preach

3. 2000, April 2 – Ordained to Preach

4. 02/00 – 12/04: Pastor Fairview Baptist Church
   HCR 36 Box 243 Evergreen, Ala.
   334-578-1109

5. 01/05 – Present: Pastor Farm Hill Baptist Church
   111 Madrid Rd. Cantonment, Fla. 32533
   850-968-5770

Mission Experience

1999 - Evangelism Team to Moldova

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-7601 **County Administrator's Report 12. 6.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 02/05/2015
Issue: Solid Waste Management - Request for Disposition of Property
From: Pat Johnson, Department Director
Organization: Solid Waste
CAO Approval:

RECOMMENDATION:

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

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

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 form has been checked, declared to be obsolete and/or of no use to the County, and suitable to be auctioned or properly disposed.

BUDGETARY IMPACT:

Possible recoup of funds if/when property goes to auction.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

Attachments

Disposition Form 02_05_15

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Solid Waste COST CENTER NO: 230306

Dennis Rigby DATE: 1/21/15

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Phone No: 937-2166

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
	53238	Galbreath Roll-Off Hoist	820590	U5-174-OR	2005	Fair
	54836	Galbreath Roll-Off Hoist	13H24572	U5-174-OR	2006	Fair

Disposal Comments: Trucks are being converted to tractors. Hoist will be used to offset cost of conversion.

~~INFORMATION TECHNOLOGY (IT Technician):~~ DENNIS RIGBY - FLEET MANAGER, Solid Waste

Print Name

Conditions: X Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 1/21/2014 ~~Information Technology~~ Technician Signature:

Date: 1/22/2014

FROM: Escambia County Department Director (Signature):

Director (Print Name): PAT JOHNSON

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

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 11.19.13

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-7574 **County Administrator's Report 12. 7.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 02/05/2015
Issue: Concerning Agreement to Provide Transportation Coordination Services For Transportation Disadvantaged
From: Joy D. Blackmon, P.E., Department Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Agreement to Provide Transportation Coordination Services for the Transportation Disadvantaged - Joy D. Blackmon, P.E., Public Works Department Director

That the Board, as Community Transportation Coordinator (CTC) and on behalf of Escambia County Community Transportation (ECCT), take the following action:

A. Rescind its action of December 11, 2014, approving the Agreement to Provide Transportation Coordination Services for the Transportation Disadvantaged with Caring Hearts Pediatric Extended Care, Inc., d/b/a Caring Hearts Home Health Agency, due to a scrivener's error;

B. Approve the Agreement to Provide Transportation Coordination Services for the Transportation Disadvantaged with Caring Hearts Pediatric Extended Care, Inc.; and

C. Authorize the County Administrator to execute the Agreement.

BACKGROUND:

Meeting in regular session on April 29, 2014, the Board agreed to enter into a Memorandum of Agreement with the Florida Commission for the Transportation Disadvantaged, recognizing Escambia County as the Community Transportation Coordinator (CTC), designated pursuant to Chapter 427, Florida Statutes, to serve the transportation disadvantaged within the designated service area that includes Escambia County. The County, acting by and through Escambia County Community Transportation, now serves as the CTC responsible for coordinating said transportation services.

Meeting in regular session on December 11, 2014, the Board approved the Agreement to Provide Transportation Coordination Services for the Transportation Disadvantaged

for Caring Hearts Pediatric Extended Care, Inc., which was inadvertently referred to by an incorrect name and included an incorrect address in the Agreement.

This Agreement, which will serve as the contract document when contracting with this agency for the coordination of transportation services for eligible transportation disadvantaged persons, corrects the scrivener's error.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The revised Agreement has been reviewed and signed by Kristin Hual, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon approval, the County Administator will need to sign two original copies of this Agreement, and Public Works Department, Traffic and Transportation Operations staff will ensure that the Clerk's office receives a fully-executed original copy for filing with the Board's minutes, and the Agency will also receive a fully-executed original copy for its records.

Attachments

Agreement

AGREEMENT TO PROVIDE TRANSPORTATION COORDINATION SERVICES FOR THE TRANSPORTATION DISADVANTAGED

THIS AGREEMENT is made and entered into this ___ day of _____, 2015, 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") and Caring Hearts Pediatric Extended Care Center, Inc. (hereinafter referred to as the "Agency"), whose federal identification number is 65-0788082, whose principal address is 2555 Northbrooke Plaza Drive, Naples, Florida 34119, and whose local address is 9020 University Parkway, Pensacola, Florida 32514.

WITNESSETH:

WHEREAS, pursuant to Chapter 427, Florida Statutes, a Transportation Disadvantaged Program was created to provide transportation for persons who because of physical or mental disability, income, status or age are unable to transport themselves or purchase transportation, and to fulfill this need, the Pensacola–Alabama Transportation Planning Organization (the "TPO") as official planning agency, in cooperation with the Escambia County Transportation Disadvantaged Coordinating Board (the "TDCB"), designated Escambia County as the Community Transportation Coordinator (the "CTC"); and

WHEREAS, on April 29, 2014, the County entered into a Memorandum of Agreement with the Florida Commission for the Transportation Disadvantaged (hereinafter referred to as the "Commission") recognizing Escambia County as the CTC, designated pursuant to Chapter 427, Florida Statutes, to serve the transportation disadvantaged within the designated service area that includes Escambia County; and

WHEREAS, the County, acting by and through Escambia County Community Transportation (hereinafter referred to as "ECCT"), now serves as the CTC responsible for coordinating said transportation services; and

WHEREAS, the County previously entered into an agreement with First Transit, Inc. as a qualified Transportation Operator to provide such transportation services, as may be required to meet the needs of the County's Transportation Disadvantaged Program in accordance with governing regulations and requirements; and

WHEREAS, the Agency desires to contract with the County for the coordination of transportation services for eligible transportation disadvantaged persons as certified by the Agency.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the parties agree as follows:

Section 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.

Section 2. Scope of Services.

2.1 ECCT shall coordinate transportation services for Agency according to the scope of services attached hereto and incorporated herein as **Exhibit A**, and according to and by the terms and conditions specified in the Memorandum of Agreement entered into between the Commission and Escambia County, dated April 29, 2014, which is incorporated by reference to this Agreement. The Agency shall be responsible for determining eligibility of its clients.

2.2 ECCT shall abide by all provisions of Chapter 427, Florida Statutes, and Rule 41-2 as promulgated by the State of Florida Transportation Disadvantaged Commission in its performance under this Agreement. Chapter 427, Florida Statutes, and Rule 41-2, F.A.C., are each incorporated for all purposes into this Agreement as if fully set forth herein.

2.3 ECCT shall comply with the ADA Complementary and Transportation Disadvantaged Service Standards for Escambia County as provided under the Americans with Disabilities Act and the Transportation Disadvantaged Service Plan.

Section 3. Method of Payment.

3.1 The Agency shall reimburse ECCT for coordination of transportation services in accordance with the Rate Schedule, attached hereto and incorporated herein as **Exhibit B**. The Rate Schedule may be altered with the approval of the contract managers from time to time but shall be subject to quarterly review when altered.

3.2 ECCT shall prepare and submit an invoice to Agency on a monthly basis including all supplemental information to substantiate the listed costs and expenditures. Invoices shall be due on or before the tenth (10th) day of the first month following the month in which service was delivered, and shall be due on or before the tenth (10th) day of each succeeding month thereafter.

3.3 The Agency shall make monthly payments to ECCT, subject to submission of all documentation with respect to trip information and other substantiation of costs and any other relevant documentation requested by the contract managers.

3.4 ECCT shall return to the Agency any overpayments due to unearned funds or funds otherwise disallowed pursuant to the terms of this agreement.

Section 4. Audits and Record Keeping.

4.1 ECCT shall maintain all books, records and documents that sufficiently and properly reflect all charges for coordination of transportation services rendered pursuant to this agreement, to include vehicle miles, number of passengers, trip time, origin and

destination. In addition, ECCT shall make data entry information available to the Agency upon request.

4.2 ECCT shall maintain and file with the Agency such progress, inventory, and other reports as the Agency may require during the term of this agreement.

4.3 ECCT shall ensure that all records and documents related to this agreement shall be subject to inspection, review, or audit at all reasonable times by persons duly authorized by law or the Agency.

4.4 ECCT shall retain all financial records, supporting documents, statistical records, and any other documents related to this agreement for a period of five (5) years after termination of this agreement. If an audit has been initiated and audit findings have not been resolved at the end of the five (5) year period, the records shall be retained until resolution of the audit findings. Authorized persons shall have full access and the right to examine any of the said records and documents during the retention period.

4.5 ECCT and Agency shall safeguard information concerning any recipient or applicant for services and shall ensure that no information is used or disclosed for any purpose not in conformity with state regulations (HRSM 50-1) or federal regulations (45 CFR, §205.5), except upon the written approval of the recipient, the applicant, or such person's responsible parent or guardian when authorized by law.

Section 5. General Provisions.

5.1 Liability. The parties hereto, their respective officers, officials, and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other party. To the extent permitted by law and subject to the limitations set forth in §768.28, Florida Statutes, the County, acting as CTC by and through ECCT, and Agency agree to be fully responsible for their individual negligent acts or omissions or tortious acts arising out of or occurring in connection with the performance of this Agreement and agree to be fully liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by the County and nothing herein shall be construed as consent by the County to be sued by third parties in any matter arising out of this Agreement.

5.2 Insurance. During the term of this agreement, ECCT shall comply with Commission insurance requirements as set forth in the parties' Memorandum of Agreement referenced herein.

5.3. Term. This Agreement shall be effective upon execution by both parties and shall continue for a term of one (1) year, whereupon it shall automatically renew for successive one (1) year terms for as long as Escambia County is the designated CTC, unless otherwise terminated as provided herein.

5.4 Termination. This agreement may be terminated by either party, with or without

cause, upon providing thirty (30) days prior written notice of termination to the other party. If ECCT has failed to satisfactorily perform its duties as set forth herein, or in the event that funds to finance this agreement cease to be available, then Agency may terminate this contract upon no less than twenty-four (24) hours prior written notice without incurring any penalty. Upon termination, Agency shall be responsible to pay for services actually performed through the date of termination only.

5.5 Civil Rights. ECCT agrees to comply with the spirit and intent of the Civil Rights Act of 1964, as amended, and the Civil Rights Act of 1968, as amended, in that its performance under this agreement shall be free of discrimination against its employees, persons, or groups of persons on the basis of race, color, sex, or national origin. All services associated with this agreement shall be made available to the public in a non-discriminatory manner. Within the eligibility parameters established under federal law, services and access thereto shall be available without regard to race, creed, color, handicap, familial status, disability, marital status, religion, or national origin.

5.6 Safety Requirements. ECCT shall ensure compliance with local, state and federal laws and Commission policies relating to drug and alcohol testing for safety sensitive job positions within the coordinated system.

5.7 Assignment and Subcontracts. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by either party without prior written consent. Notwithstanding the requirements of this section, the parties consent to the subcontracting of vehicle operations to subcontracted transportation operators operating within the coordinated system.

5.8 Notices. 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: Caring Hearts PECC, Inc.	To: Escambia County
Attention: Betty Tejerina	Attention: County Administrator
2555 Northbrooke Plaza Drive	221 Palafox Place, Suite 420
Naples, Florida 34119	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.

5.9 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 shall be in the County of Escambia.

5.10 Public Records. The parties acknowledge that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event either party fails to abide by the provisions of Chapter 119, Florida Statutes, the party may, without prejudice to any other right or remedy and after giving the other party seven days written notice, during which period the other party still fails to allow access to such documents, terminate the contract.

5.11 Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. The parties hereto acknowledge that neither has 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.

5.12 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.

5.13 Force Majeure. In the event ECCT is not able to perform in accordance with this agreement due to any act of God, natural disaster, war, riot, civil disturbance, epidemic, terrorism, strike, labor dispute, governmental action or any other emergency or similar event not within the control of ECCT, ECCT shall have no liability or obligation for any delay of the provision of, or failure to provide such services or benefits, with the exception that ECCT shall make a good faith effort to provide such service.

IN WITNESS WHEREOF the parties hereto have set their hands and seals this date and year first above written.

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Witness

_____
Witness

By: _____
Jack R. Brown, County Administrator

Approved as to form and legal sufficiency.

By/Title: Kristin Hual Shell
Date: 1/23/15

AGENCY: CARING HEARTS PEDIATRIC EXTENDED CARE CENTER, INC.

_____
By: Betty Tejerina, President

ATTEST:

By: _____
Corporate Secretary

Date: _____

(SEAL)

Exhibit A

Scope of Services

1. ECCT agrees to coordinate the following door-to-door transportation services for eligible transportation disadvantaged persons as certified by the Agency:

    A. *Subscription Service*: Service provided on a daily basis when client travels between residence and destination for approved reasons. This is a recurring trip having the same times, origin, and destination.

    B. *Advance Reservation*: One-time trip scheduled a minimum of twenty-four (24) hours in advance.

    C. *High Volume Group*: Service for groups of seven or more clients who will be transported to the same destination with the same pick-up and return times.

    D. *Demand Response*: Urgent service that is scheduled the same day with less than twenty four (24) hours notice. Availability will be evaluated on a case-by-case basis and must be approved by a supervisor.

2. ECCT agrees to make its best effort to coordinate transportation services for *field trips* and *special events* as requested by the Agency.

3. ECCT will coordinate transportation services six (6) days a week, twenty four (24) hours per day, excluding holidays recognized by ECCT. Unless otherwise specified, holidays shall include: New Year's Day, Martin Luther King's Birthday, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, and Christmas Day. If other holidays are recognized, ECCT will so notify the Agency.

4. Pick-up and return times will be coordinated by the Agency in cooperation with ECCT. Participants in the Senior Companion and the Foster Grandparents programs will be required to be ready 30 minutes prior to their scheduled pick-up time. All other trips, including the Adult Day Care Program, will require the participants to be ready 60 minutes prior to their scheduled pick-up time.

5. When arranging transportation, Agency shall be responsible for providing the requested reservation date, appointment time, return time, origin and destination address, and what, if any, mobility device(s) may be used.

6. Drivers will announce and identify themselves by name and company upon passenger pick-up. Drivers will have photo identification that is in plain view to the passenger(s).



7. Drivers will provide boarding assistance to passengers, if necessary or requested, to include opening the vehicle door, fastening the seatbelt or utilization of wheelchair devices, storage of assistive devices, and closing the vehicle door. If necessary or requested, drivers may be required to open and close door(s) to the passenger's residence unless doing so would not be safe for passengers remaining in the vehicle. Drivers will not enter a passenger's residence. The driver will ensure that any client identified as an "at-risk client" enters the building before the driver departs.

8. Drivers will allow up to five (5) minutes to ensure that the client has boarded and is properly secure in the seat. The driver will ensure that all clients have proper seatbelt restraints and are properly fastened and that all wheelchairs are properly secured before departing.

9. Drivers will refrain from asking clients for directions.

10. Drivers will make their best effort to discourage clients from exiting the vehicle at stops other than the place of origin and destination.

11. Drivers shall have vehicles equipped to transport physically disabled clients through the use of lifts, ramps, etc. The Agency agrees to inform ECCT in advance of any "special need" or "at-risk" clients, i.e. use of wheelchairs, assistive devices, etc.

12. Passenger property that may be carried by the passenger or otherwise safely stored on the vehicle may be transported with the passenger at no additional charge. The driver will not assist with passenger property or other "carry-on" items. Passenger property shall not include wheelchairs, child seats, stretchers, secured oxygen, personal assistive devices, or intravenous devices.

13. Drivers will ensure that clients are not on a vehicle longer than 60 minutes, except for clients traveling outside the regular operating area. "Regular Operating Area" is defined as no more than 10 miles from the place of origin.

14. The Agency shall not be obligated to pay ECCT for a trip if a client misses an appointment due to the driver's failure to pick up a client. The Agency will not be obligated to pay ECCT for trips involving excessive pick-up delays (31 or more minutes) unless the delay was caused by something outside the control of the driver.

Exhibit B

Rate Scale

Each trip in Escambia will be invoiced using the following scale:

Type of Service Provided	Unit	Cost per Unit
Ambulatory Pick Up(Boarding Fee)	Trip	N/A
Ambulatory	Passenger Mile	$ 2.16
Wheelchair Pick Up	Trip	N/A
Wheelchair	Passenger Mile	$ 2.16



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-7455 **County Administrator's Report 12. 8.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 02/05/2015
Issue: Conveyance of Easement and License Agreement to the Florida Department of Transportation for the State Road (SR) 10 (US 90A/Nine Mile Road) Project
From: Joy D. Blackmon, P.E., Department Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Conveyance of Easement to and License Agreement with the Florida Department of Transportation for the State Road 10 (US 90A/Nine Mile Road) Improvement Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the conveyance of a Perpetual Easement to the State of Florida Department of Transportation (FDOT) and License Agreement between Escambia County and FDOT, for their planned improvement project for the portion of State Road (SR) 10 (US 90A/Nine Mile Road), from SR 297 (Pine Forest Road) to SR 95 (US 29):

A. Adopt the Resolution authorizing the conveyance of a Perpetual Easement to FDOT for their planned improvement project for the portion of SR 10 (US 90A/Nine Mile Road), from SR 297 (Pine Forest Road) to SR 95 (US 29);

B. Approve the License Agreement between Escambia County and the State of Florida Department of Transportation for their planned improvement project for the portion of SR 10 (US 90A/Nine Mile Road), from SR 297 (Pine Forest Road) to SR 95 (US 29); and

C. Authorize the Chairman to execute the Easement, Resolution, License Agreement and all other documents related to the conveyance, subject to Legal review and sign-off, without further action of the Board.

BACKGROUND:

The Florida Department of Transportation (FDOT) has a project designed for multi-lane construction and roadway and drainage improvements to State Road (SR) 10 (US 90A/Nine Mile Road) from SR 297 (Pine Forest Road) to SR 95 (US 29). FDOT is requesting that the County convey a Perpetual Easement and License Agreement to facilitate their project. The license agreement is for work to be performed where various

County road rights-of-way intersect with Nine Mile Road. The perpetual easement is for stormwater drainage work to be performed along Untreiner Avenue right-of-way. FDOT will be responsible for all costs associated with this request, including the recording of documents.

Staff has reviewed this request and determined that the conveyance of this easement and license agreement will have no adverse impact to the County and have no objections to the conveyance of the easement and license agreement.

BUDGETARY IMPACT:

All costs associated with accepting and recording of documents will be borne by FDOT.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Easement, Resolution and License Agreement were approved as to form and legal sufficiency by Stephen West, Senior Assistant County Attorney.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

These actions are consistent with the provisions of Section 46-139, Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon Board approval, Staff will maintain compliance with Section 46-139 of the Escambia County Code of Ordinances.

Attachments

Resolution

Easement

Lic

Aerial Map

PE.ESC

September 30, 2014

This instrument prepared by,
or under the direction of,
Everett F. Jones
Department of Transportation
P. O. Box 607
Chipley, FL. 32428

Parcel	801.1
Item/Segment No.	2186053
Managing District	3
S.R. No	10
County	Escambia

RESOLUTION

ON MOTION of Commissioner_____, seconded by Commissioner _____, the following Resolution was adopted:

WHEREAS, the State of Florida Department of Transportation proposes to construct or improve State Road No. 10, Financial Project No. 2186053, in Escambia County, Florida: and

WHEREAS, it is necessary that an easement across certain lands now owned by Escambia County be acquired by the State of Florida Department of Transportation: and

WHEREAS, said use is in the best interest of the County: and

WHEREAS, the State of Florida Department of Transportation has made application to said County to execute and deliver to the State of Florida Department of Transportation the attached perpetual easement, or easements, in favor of the State of Florida Department of Transportation, for the purpose of constructing and maintaining a drainage structure, and said request having been duly considered.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Escambia County, that the application of the State of Florida Department of Transportation for a perpetual easement, or easements, is for transportation purposes which are in the public or community interest and for public welfare; that a perpetual easement or easements, in favor of the State of Florida Department of Transportation should be drawn and executed by this Board of County Commissioners. Consideration shall be $ N/A .

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded forthwith to the State of Florida Department of Transportation at 1074 Highway 90, Chipley, Florida 32428.

Adopted this the _____day of_____,20____.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By_____
Steven Barry, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By_____
Deputy Clerk

This document approved as to form and legal sufficiency.
By:
Title: Asst. County Attorney
Date: Jan. 6, 2015

07-PE.11-11/00

September 30, 2014

This instrument prepared by,
or under the direction of,
Everett F. Jones
Department of Transportation
P. O. Box 607
Chipley, FL. 32428

Legal Description approved by,
Tracy Barbee

Parcel	801.1
Item/Segment NO.	2186053
Managing District	3
S.R. No.	10
County	Escambia

PERPETUAL EASEMENT

THIS EASEMENT, made this_____day of_____, 20____ by ESCAMBIA COUNTY, a political subdivision of the State of Florida, grantor, to the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, whose address is Post Office Box 607, Chipley, Florida 32428, its successors and assigns, grantee.

WITNESSETH: That the grantor for and in consideration of the sum of One Dollar and other valuable considerations paid, the receipt and sufficiency of which is hereby acknowledged, hereby grants unto the grantee, its successors and assigns, a perpetual easement for the purpose of constructing and maintaining a drainage structure in, upon, over and through the following described land in Escambia County, Florida, viz:

A portion of Untreiner Avenue being in Section 10, Township 1 South, Range 30 West, Escambia County, Florida, described as follows: Commence at a PK nail and disk (LB 6164) marking the southeast corner of the Northeast ¼ of said Section 10; thence North 02°56'03" East 1,064.53 feet along the east line of said Section to POINT OF BEGINNING; thence departing said section line, run South 86°47'19" East 32.00 feet to the existing westerly right of way line of said Untreiner Avenue, as shown on Florida Department of Transportation (F.D.O.T.) Right of Way Map F.P. #2186053 (said map being on file at F.D.O.T. District 3 Office, Chipley, Florida); thence North 02°56'03" East 1,465.02 feet along said existing westerly right of way line of Untreiner Avenue to an intersection with the existing southerly right of way line of S.R. 10 (U.S. 90A/Nine Mile Road), as shown on said Right of Way Map; thence departing said right of way line, run North 86°47'19" West 32.00 feet to said east line of Section 10; thence South 02°56'03" West 1,465.02 feet along said east section line to POINT OF BEGINNING;
Containing 1.076 acres, more or less.

TO HAVE AND TO HOLD the same unto said grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the said grantor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman of said Board, the day and year aforesaid.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY

By_____
Steven Barry, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By:_____
Deputy Clerk

This document approved as to form and legal sufficiency.
By: SGWell
Title: Asst County Attorney
Date: Jun 6, 2015

09-LA.11-11/00

Parcel	916.1
Item/Segment NO.	2186053
Managing District	3
S.R. No.	10
County	Escambia

LICENSE

This Agreement, Made the_____day of_____, 20____ between ESCAMBIA COUNTY, a political subdivision of the State of Florida, herein called licensor, and the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, whose address is Post Office Box 607, Chipley, Florida 32428, herein called licensee.

In consideration of the benefits accruing unto the licensor, the parties agree as follows:

Licensor hereby grants to licensee a license to occupy and use, subject to all terms and conditions hereof, the following described premises:

The existing right of way of dedicated and used State Road 10 (U.S. 90A/Nine Mile Road) and the existing right of way of portions of other dedicated or maintained streets lying between S.R. 297 (Pine Forest Road) and the north line of Section10, Township 1 South, Range 30 West, Escambia County, Florida, and lying within the requirements as shown on Florida Department of Transportation (F.D.O.T.) Right of Way Map, F.P. No. 2186053, State Road 10, as filed in F.D.O.T District 3 Office, Chipley, Florida.

The premises may be occupied and used by licensee solely for sloping, grading, tying in. harmonizing and reconnecting existing features of the licensor's property with the highway improvements which are to be constructed together with incidental purposes related thereto during the period beginning with the date first above written and continuing until completion of the transportation project but not later than the last day of February, 2019.

The making, execution and delivery of this agreement by licensor has been induced by no representations, statements, warranties, or agreements other than those contained herein. This agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof.

IN WITNESS WHEREOF, the said licensor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman of said Board, the day and year aforesaid.

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

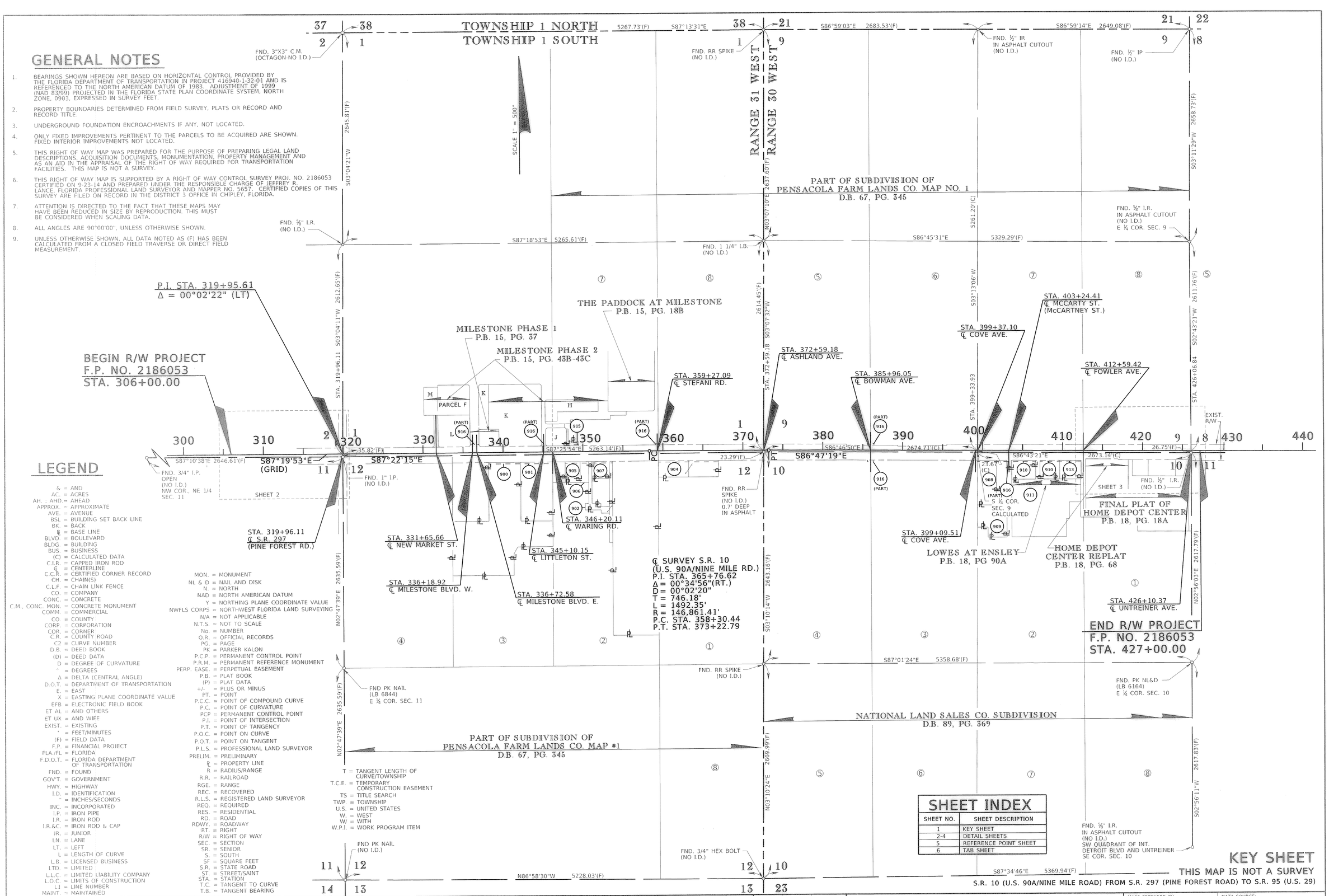
Escambia County, Florida
By its Board of County Commissioners

By: _____
Steven Barry, Chairman

Approved as to form and legal sufficiency.
By/Title: Sr. Asst. County Attorney
Date: Jan. 4, 2015

GENERAL NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON HORIZONTAL CONTROL PROVIDED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION IN PROJECT 416940-1-32-01 AND IS REFERENCED TO THE NORTH AMERICAN DATUM OF 1983. ADJUSTMENT OF 1999 (NAD 83/99) PROJECTED IN THE FLORIDA STATE PLAN COORDINATE SYSTEM, NORTH ZONE, 0903, EXPRESSED IN SURVEY FEET.
2. PROPERTY BOUNDARIES DETERMINED FROM FIELD SURVEY, PLATS OR RECORD AND RECORD TITLE.
3. UNDERGROUND FOUNDATION ENCROACHMENTS IF ANY, NOT LOCATED.
4. ONLY FIXED IMPROVEMENTS PERTINENT TO THE PARCELS TO BE ACQUIRED ARE SHOWN. FIXED INTERIOR IMPROVEMENTS NOT LOCATED.
5. THIS RIGHT OF WAY MAP WAS PREPARED FOR THE PURPOSE OF PREPARING LEGAL LAND DESCRIPTIONS, ACQUISITION DOCUMENTS, MONUMENTATION, PROPERTY MANAGEMENT AND AS AN AID IN THE APPRAISAL OF THE RIGHT OF WAY REQUIRED FOR TRANSPORTATION FACILITIES. THIS MAP IS NOT A SURVEY.
6. THIS RIGHT OF WAY MAP IS SUPPORTED BY A RIGHT OF WAY CONTROL SURVEY PROJ. NO. 2186053 CERTIFIED ON 9-23-14 AND PREPARED UNDER THE RESPONSIBLE CHARGE OF JEFFREY R. LANCE, FLORIDA PROFESSIONAL LAND SURVEYOR AND MAPPER NO. 5657. CERTIFIED COPIES OF THIS SURVEY ARE FILED ON RECORD IN THE DISTRICT 3 OFFICE IN CHIPLEY, FLORIDA.
7. ATTENTION IS DIRECTED TO THE FACT THAT THESE MAPS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN SCALING DATA.
8. ALL ANGLES ARE 90°00'00", UNLESS OTHERWISE SHOWN.
9. UNLESS OTHERWISE SHOWN, ALL DATA NOTED AS (F) HAS BEEN CALCULATED FROM A CLOSED FIELD TRAVERSE OR DIRECT FIELD MEASUREMENT.



LEGEND

&	= AND
AC.	= ACRES
AH. ; AHD.	= AHEAD
APPROX.	= APPROXIMATE
AVE.	= AVENUE
BSL	= BUILDING SET BACK LINE
BK.	= BACK
℄	= BASE LINE
BLVD.	= BOULEVARD
BLDG.	= BUILDING
BUS.	= BUSINESS
(C)	= CALCULATED DATA
C.I.R.	= CAPPED IRON ROD
℄	= CENTERLINE
C.C.R.	= CERTIFIED CORNER RECORD
CH.	= CHAIN(S)
C.L.F.	= CHAIN LINK FENCE
CO.	= COMPANY
CONC.	= CONCRETE
C.M., CONC. MON.	= CONCRETE MONUMENT
COMM.	= COMMERCIAL
CO.	= COUNTY
CORP.	= CORPORATION
COR.	= CORNER
C.R.	= COUNTY ROAD
C2	= CURVE NUMBER
D.B.	= DEED BOOK
(D)	= DEED DATA
D	= DEGREE OF CURVATURE
°	= DEGREES
Δ	= DELTA (CENTRAL ANGLE)
D.O.T.	= DEPARTMENT OF TRANSPORTATION
E.	= EAST
X	= EASTING PLANE COORDINATE VALUE
EFB	= ELECTRONIC FIELD BOOK
ET AL	= AND OTHERS
ET UX	= AND WIFE
EXIST.	= EXISTING
'	= FEET/MINUTES
(F)	= FIELD DATA
F.P.	= FINANCIAL PROJECT
FLA./FL	= FLORIDA
F.D.O.T.	= FLORIDA DEPARTMENT OF TRANSPORTATION
FND.	= FOUND
GOV'T.	= GOVERNMENT
HWY.	= HIGHWAY
I.D.	= IDENTIFICATION
"	= INCHES/SECONDS
INC.	= INCORPORATED
I.P.	= IRON PIPE
I.R.	= IRON ROD
I.R.&C.	= IRON ROD & CAP
JR.	= JUNIOR
LN.	= LANE
LT.	= LEFT
L	= LENGTH OF CURVE
L.B.	= LICENSED BUSINESS
LTD.	= LIMITED
L.L.C.	= LIMITED LIABILITY COMPANY
L.O.C.	= LIMITS OF CONSTRUCTION
L1	= LINE NUMBER
MAINT.	= MAINTAINED
MON.	= MONUMENT
NL & D	= NAIL AND DISK
N.	= NORTH
NAD	= NORTH AMERICAN DATUM
Y	= NORTHING PLANE COORDINATE VALUE
NWFLS CORPS	= NORTHWEST FLORIDA LAND SURVEYING
N/A	= NOT APPLICABLE
N.T.S.	= NOT TO SCALE
No.	= NUMBER
O.R.	= OFFICIAL RECORDS
PG.	= PAGE
PK	= PARKER KALON
P.C.P.	= PERMANENT CONTROL POINT
P.R.M.	= PERMANENT REFERENCE MONUMENT
PERP. EASE.	= PERPETUAL EASEMENT
P.B.	= PLAT BOOK
(P)	= PLAT DATA
+/-	= PLUS OR MINUS
PT.	= POINT
P.C.C.	= POINT OF COMPOUND CURVE
P.C.	= POINT OF CURVATURE
PCP	= PERMANENT CONTROL POINT
P.I.	= POINT OF INTERSECTION
P.T.	= POINT OF TANGENCY
P.O.C.	= POINT ON CURVE
P.O.T.	= POINT ON TANGENT
P.L.S.	= PROFESSIONAL LAND SURVEYOR
PRELIM.	= PRELIMINARY
℄	= PROPERTY LINE
R	= RADIUS/RANGE
R.R.	= RAILROAD
RGE.	= RANGE
REC.	= RECOVERED
R.L.S.	= REGISTERED LAND SURVEYOR
REQ.	= REQUIRED
RES.	= RESIDENTIAL
RD.	= ROAD
RDWY.	= ROADWAY
RT.	= RIGHT
R/W	= RIGHT OF WAY
SEC.	= SECTION
SR.	= SENIOR
S.	= SOUTH
SF	= SQUARE FEET
S.R.	= STATE ROAD
ST.	= STREET/SAINT
STA.	= STATION
T.C.	= TANGENT TO CURVE
T.B.	= TANGENT BEARING
T	= TANGENT LENGTH OF CURVE/TOWNSHIP
T.C.E.	= TEMPORARY CONSTRUCTION EASEMENT
TS	= TITLE SEARCH
TWP.	= TOWNSHIP
U.S.	= UNITED STATES
W.	= WEST
W/	= WITH
W.P.I.	= WORK PROGRAM ITEM

SHEET INDEX

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2-4	DETAIL SHEETS
5	REFERENCE POINT SHEET
6	TAB SHEET

KEY SHEET

THIS MAP IS NOT A SURVEY

S.R. 10 (U.S. 90A/NINE MILE ROAD) FROM S.R. 297 (PINE FOREST ROAD) TO S.R. 95 (U.S. 29)

RIGHT OF WAY MAP

FLORIDA DEPARTMENT OF TRANSPORTATION
SURVEYING AND MAPPING

APPROVED BY _____ DATE 10-16-14
DISTRICT SURVEYOR

REVISION	BY	DATE

REVISION	BY	DATE

	BY	DATE
PRELIM	T.M.B.	9-22-14
FINAL	T.M.B.	9-23-14
CHECKED	I.L.C.	9-22-14

FED. PROJ. 4801 057P — SECTION N/A

STATE ROAD NO. 10 (U.S. 90A/NINE MILE ROAD) — ESCAMBIA COUNTY

MAPS PREPARED BY:
DRMP, INC.
1096 HIGHWAY 90
CHIPLEY, FLORIDA 32428

DATA SOURCE: DB 186053

SCALE: 1" = 500'

F.P. NO. 2186053

SHEET 1 OF 6

BEGIN R/W PROJECT
F.P. NO. 2186053
STA. 306+00.00

T-1-S, R-31-W
SCALE: 1" = 50'

BEGIN R/W ACQUISITION RT.
STA. 307+70.09

STA. 319+96.11
℄ SURVEY S.R. 10
(U.S. 90A/NINE MILE RD.) =
STA. 30+00.00
℄ S.R. 297
(PINE FOREST RD.)

℄ SURVEY S.R. 10
(U.S. 90A/NINE MILE RD)

S87°19'53"E (GRID)

305 310 315 320

FND. 5/8" I.R.
(NO I.D.)

50' 50'

EXIST. R/W

℄ C.R. 297
(PINE FOREST RD.)

S03°04'11"W 2612.65'(C)

(PART)
916

FND. 4"X4" C.M.
W/ 3½" FDOT
BRASS DISC
STAMPED 48-00-K03G

EXIST. R/W

L.O.C.

75.00'

+43.43
79.15'(F)

STA. 319+96.11

89°33'34"(F)

S87°22'15"E

2 1

35.82'(C)

S87°10'38"E 2646.61'(F)

FND 1" I.P.
NO ID

11 12

89°46'27"(F)

EXIST. R/W

L.O.C.

125.00'

+71.42
125.86'(F)
125.00'(C)

+11.42
125.00'

+28.54
125.13'(F)

FND 3/4" I.P.
OPEN
NO ID
NW COR., NE 1/4
SEC. 11

S87°19'53"E 626.54'(C)

40.00'(C)

FND 4"X4" CMON
NO ID

FND 4"X4" CMON
"NWF 7277"

EXIST. R/W

EXIST.
R/W

℄ SURVEY S.R. 297 &
SEC. LINE ARE COMMON

P.I. STA. 319+95.61
Δ = 00°02'22" (LT)

55.00' 50.00'

TS1
800

O.R. 5731, PG. 750

N02°47'38"E 221.61'(C)

S02°47'38"W 262.01'(C)

PERP. EASE.

SHED

319+28.29

EXIST. R/W

275.00'(F)

FND. 4"X4" C.M.
(NWFLS CORPS #7277)

4' C.L. FENCE

6' WOOD PRIVACY FENCE

METAL SHED

BRICK
SHED

LOC

O.R. 5979, PG. 595

S02°47'37"W 228.75'(C)

℄ C.R. 297
(PINE FOREST RD.)

67.00'

80.25'(F)

3' POST & RAIL FENCE

+10.85
387.01'

+70.94
346.61

56.79'(C)

RES

CONCRETE
PATIO

POOL

GREENHOUSE

11.8'

10'

25.3'

11.8'

10'

6' WOOD PRIVACY FENCE

4' C.L. FENCE

RES.

S87°12'21"E 637.70'(C)(D)

FND. 4"X4" C.M.
(NWFLS CORPS #7277)

EXIST. R/W

60.00'

2635.59'(F)

REQ. R/W

LOC

N41°59'48"W 546.63'(C)

℄ PENSACOLA ENERGY GAS LINE

O.R. 5979, PG. 599

S02°47'39"W 255.10'(C)

25

S02°47'39"W

EXIST. R/W

RES.

SHED

POND "A"

TS1
100

4' C.L. FENCE

N02°47'38"E 389.00'(C)

N87°20'51"W 150.00'(C)(D)

125.00'(C)(D)

S02°47'39"W

O.R. 6241, PG. 1451

RES.

WOOD
SHED

LOC

N87°20'51"W 385.00'(C)

N87°20'51"W 729.24'(C)

REQ. R/W

19.3'

8'

8.5'

8.2'

20.2'

16.3'

COM.

16.2'

20.2'

22.8'

4' C.L.
FENCE

+70.09
735.60'

+55.09
735.50'

O.R. 6219, PG. 1582

METAL
SHED

4' C.L.
FENCE

WOOD
SHED

FND. PK NAIL
(LB 6844)
E¼COR. SEC. 11

THIS MAP IS NOT A SURVEY

SEE SHEET 1 FOR LEGEND AND GENERAL NOTES

S.R. 10 (U.S. 90A/NINE MILE ROAD) FROM S.R. 297 (PINE FOREST ROAD) TO S.R. 95 (U.S. 29)

RIGHT OF WAY MAP

FLORIDA DEPARTMENT OF TRANSPORTATION
SURVEYING AND MAPPING

APPROVED BY — DISTRICT SURVEYOR — DATE 10-6-14

REVISION	BY	DATE

REVISION	BY	DATE
ADD TOPO.	T.M.B.	10-27-14

	BY	DATE
PRELIM	T.M.B.	9-22-14
FINAL	T.M.B.	9-23-14
CHECKED	I.L.C.	9-22-14

FED. PROJ. 4801-057P — SECTION N/A

STATE ROAD NO. 10 (U.S. 90A/NINE MILE ROAD) — ESCAMBIA COUNTY

MAPS PREPARED BY:
DRMP, INC.
1096 HIGHWAY 90
CHIPLEY, FLORIDA 32428

DATA SOURCE:
DB 080212

SCALE: 1" = 50'

F.P. NO. 2186053

SHEET 2 OF 6

PART OF SUBDIVISION OF
PENSACOLA FARM LANDS CO. MAP NO. 1
D.B. 67, PG. 345

LINE	BEARING	DISTANCE
L1	S86°47'19"E	4.75'(C)
L2	S03°12'41"W	52.00'(C)
L3	N86°47'19"W	4.40'(C)
L4	N02°49'49"E	52.00'(C)
L5	N86°47'19"W	32.00'(C)

T-1-S, R-30-W
SCALE: 1" = 50'

STA. 412+59.42
℄ SURVEY =
STA. 29+75.00
℄ FOWLER AVE.

STA. 426+10.37
℄ SURVEY =
STA. 30+25.00
℄ UNTREINER AVE.

END R/W ACQUISITION (RT.)
STA. 426+07.50

END R/W PROJECT
F.P. NO. 2186053
STA. 427+00.00

℄ SURVEY S.R. 10
(U.S. 90A/NINE MILE RD)

S86°47'19"E (GRID)

SECTION 9
SECTION 10

FOWLER AVE.
N03°11'25"E
33'(D)
D.B. 475, PG. 369
EXIST. R/W
(PART)
916
FND. 1" I.P. (NO ID)
EXIST. R/W
L.O.C.
75'
90°01'16"(F)
+92.40
74.51'(F)
+67.53
73.20'(F)
90°24'44"(F)
125'
+21.25 126.14'(F)
+29.15 126.24'(F)
89°34'45"(F)
105.00'(C)
105.42'(F)
+87.25
+92.00
105.00'
FND. 4"X5" C.M. W/ 1½" ALUM. DISK & PUNCH (NWFLS CORP # 4882)
FND. ⅝" I.R.&C. (CPH ENGINEERING LB 7143)
1' NON-ACCESS EASEMENT
L1
212.2'(P) S86°47'19"E 398.57'(C)
EXIST. R/W
255.50'(P)
FND. 4"X4" C.M. (PRM CHP 7143)
1' VEHICULAR NON-ACCESS EASEMENT
913
916
(PART)
L4
L2
L3
101
TS2
+92.00
157.00'
+87.60
157.00
183.00'(P)
230.00'(P)
230.04'(F)
230.16'(F)
LOT 3
LOWES AT ENSLEY
P.B. 18, PG. 90A
(LOT 16)
27
FOWLER AVE.
N02°49'25"E
266.01'(P)
15' UTILITY EASEMENT (PRIVATE)
PARCEL "A"
266.00'(P)
(LOT 1)
266.00'(P)
PARCEL "B"
FINAL PLAT OF
HOME DEPOT CENTER
P.B. 18, PG. 18A
HOME DEPOT CENTER REPLAT
P.B. 18, PG. 68
255.50'(P)
158.50'(P)
57.13'(P)
FND. ⅝" I.R.&C. (CPH ENGINEERING LB 7143)
8'(P)
15' B.S.L.
209.90'(P)
532.12'(P)
248.90'(P)
30' ACCESS EASEMENT
531.86'(P)
65.25'(P)
30.00' (P)
30.00' (P)
LOT 4
(LOT 15)
1' VEHICULAR NON-ACCESS EASEMENT
199.01'(P)
50'R/W (P)
676.95'(C)
266.48'(P)
PARCEL "G"
15' REAR B.S.L.
181.47'(P)
718.29'(C)
(LOT 2)
NATIONAL LAND SALES CO. SUBDIVISION
D.B. 89, PG. 369
EXIST. R/W
133.99'(P)
S02°49'25"W 728.53'(F)
489.55'(P)
30' ACCESS EASEMENT
ACCESS EASEMENT #1 (PRIVATE)
459.55'(P)
85.00'(P)
40'(P)
30'(P)
S03°22'52"W
30.00' (P)
160.38'(P)
EXISTING STORMWATER DRAINAGE EASEMENT
(LOT 3)
39.74'(P)
178.74'(P)
30' ACCESS EASEMENT
123.82'(P)
135.95'(P)
(LOT 14)
391.34'(P)
66.53'(P)
30' ACCESS EASEMENT
425.33'(P)
66.49'(P)
29.00' (P)
80'(P)
FND. 4"X5" C.M. (NWFLS CORP 4882)
527.41'(C)
528.12'(P)
S86°51'31"E 642.84'(F) 642.97'(P)
114.85'(P)
FND. 5"X5" C.M. (HATCH MOTT MCDONALD LB 6783) +35.02, 833.14'(F)

FND. 4"X5" C.M. W/ 1½" ALUM. DISK & PUNCH (NWFLS CORP # 4882)
73.32'(P)
118.01'(P)
9.84'(F)
S01°05'40"W 10.01'(C) 10'(P)
130.89'(P)
S86°47'19"W 130.78'(C)
20' B.S.L.
FND. 4"X5" C.M. W/ 1½" ALUM. DISK & PUNCH (NWFLS CORP # 4882)
20' B.S.L.
SIGN EASEMENT
20' (P)
30'(P)
5'(P)
30'(P)
92°07'02" (F)
+86.69 106.24'(F)
+21.72 116.40'(F)
115.00'
+71.89 116.26'(F)
FND. ½" I.R.&C. (NWF LB CORP 7277)
FND. ⅝" I.R.&C. (FL PSM LS 6242 WC CANNON)
+71.55 116.74'(F)
50.00'(P)
1' NON-ACCESS EASEMENT
200.00'(P)
EXIST. R/W
914
39.8'(P)
PARCEL "D"
200.00'(P)
EXIST. STORMWATER DRAINAGE EASEMENT
ACCESS EASEMENT
256.00'(P)
(LOT 16)
15'(P) 15'(P)
50.00'(P)
50.00'(P)
15' B.S.L.
200.00'(P)
339.73'(P)
5' SIDEWALK EASEMENT (PRIVATE)
162.50'(P)
30' ACCESS EASEMENT
30' ACCESS EASEMENT #2 (PRIVATE)
702.23'(P)
717.65'(P)
PARCEL "H"
892'(P)
(LOT 15)
1' NON-ACCESS EASEMENT (PRIVATE)
EXIST. R/W
PERP. EASE.
L.O.C.
S02°56'03"W 1465.02'(C)
15'
N02°56'03"E 2617.79'(F)
EXIST. R/W
PERP. EASE.
L.O.C.
SEE SHEET 4

S86°43'21"E 2673.14'(F)
+95.61
26.68'(F)
26.76' (C)
90°10'17"(F)
FND. RR SPIKE (NO I.D.)
FND. ½" I.R. (NO I.D.)
9
8
10
11
125'
L.O.C.
+75.50
115.00'
+07.50
115.00'
L5
EXIST. R/W
160.33'(P)
1' NON-ACCESS EASEMENT (PRIVATE)
20' B.S.L.
10' SIGN SET BACK
30'(P)
20' (P)
SIGN EASEMENT #2
PARCEL "E"
PARCEL "F"
200.00'(P)
PERP. EASE.
801
N03°22'58"E
℄ UNTREINER AVE.
937.5'(P)
EXIST. R/W
COMM.
FND. NL&PENNY (NO I.D.) STA. 426+24.84 326.99'
N02°56'03"E 1465.02'(C)
15'
EXIST. R/W
PERP. EASE.
L.O.C.
STA. 426+06.84
S02°43'21"W 2611.76'(C)
90°29'20" (F)
75.00'
L.O.C.
115.00'
EXIST. R/W
S86°47'19"E (GRID)
92°07'02" (F)
+86.69 106.24'(F)
115.00'
+71.89 116.26'(F)
+71.55 116.74'(F)
105.00'
FND. 4"X5" C.M. W/ 1½" ALUM. DISK & PUNCH (NWFLS CORP # 4882)
FND. ⅝" I.R.&C. (CPH ENGINEERING LB 7143)
L.O.C.
1' NON-ACCESS EASEMENT
212.2'(P) S86°47'19"E 398.57'(C)
EXIST. R/W
255.50'(P)
FND. 4"X4" C.M. (PRM CHP 7143)
1' VEHICULAR NON-ACCESS EASEMENT
913
916
(PART)
L4
L2
L3
101
TS2
+92.00
157.00'
+87.60
157.00
183.00'(P)
230.00'(P)
230.04'(F)
230.16'(F)
LOT 3
LOWES AT ENSLEY
P.B. 18, PG. 90A
(LOT 16)
27
FOWLER AVE.
N02°49'25"E
266.01'(P)
15' UTILITY EASEMENT (PRIVATE)
PARCEL "A"
266.00'(P)
(LOT 1)
266.00'(P)
PARCEL "B"
FINAL PLAT OF
HOME DEPOT CENTER
P.B. 18, PG. 18A
HOME DEPOT CENTER REPLAT
P.B. 18, PG. 68
255.50'(P)
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8'(P)
15' B.S.L.
209.90'(P)
532.12'(P)
248.90'(P)
30' ACCESS EASEMENT
531.86'(P)
65.25'(P)
30.00' (P)
30.00' (P)
LOT 4
(LOT 15)
1' VEHICULAR NON-ACCESS EASEMENT
199.01'(P)
50'R/W (P)
676.95'(C)
266.48'(P)
PARCEL "G"
15' REAR B.S.L.
181.47'(P)
718.29'(C)
(LOT 2)
NATIONAL LAND SALES CO. SUBDIVISION
D.B. 89, PG. 369
EXIST. R/W
133.99'(P)
S02°49'25"W 728.53'(F)
489.55'(P)
30' ACCESS EASEMENT
ACCESS EASEMENT #1 (PRIVATE)
459.55'(P)
85.00'(P)
40'(P)
30'(P)
S03°22'52"W
30.00' (P)
160.38'(P)
EXISTING STORMWATER DRAINAGE EASEMENT
(LOT 3)
39.74'(P)
178.74'(P)
30' ACCESS EASEMENT
123.82'(P)
135.95'(P)
(LOT 14)
391.34'(P)
66.53'(P)
30' ACCESS EASEMENT
425.33'(P)
66.49'(P)
29.00' (P)
80'(P)
FND. 4"X5" C.M. (NWFLS CORP 4882)
527.41'(C)
528.12'(P)
S86°51'31"E 642.84'(F) 642.97'(P)
114.85'(P)
FND. 5"X5" C.M. (HATCH MOTT MCDONALD LB 6783) +35.02, 833.14'(F)

THIS MAP IS NOT A SURVEY
SEE SHEET 1 FOR LEGEND AND GENERAL NOTES
S.R. 10 (U.S. 90A/NINE MILE ROAD) FROM S.R. 297 (PINE FOREST ROAD) TO S.R. 95 (U.S. 29)

RIGHT OF WAY MAP

FLORIDA DEPARTMENT OF TRANSPORTATION
SURVEYING AND MAPPING

APPROVED BY
DISTRICT SURVEYOR
DATE 10-6-14

REVISION	BY	DATE
REV. TO ADD TOPO.	T.M.B.	10-27-14

	BY	DATE
PRELIM	T.M.B.	9-22-14
FINAL	T.M.B.	9-23-14
CHECKED	I.L.C.	9-22-14

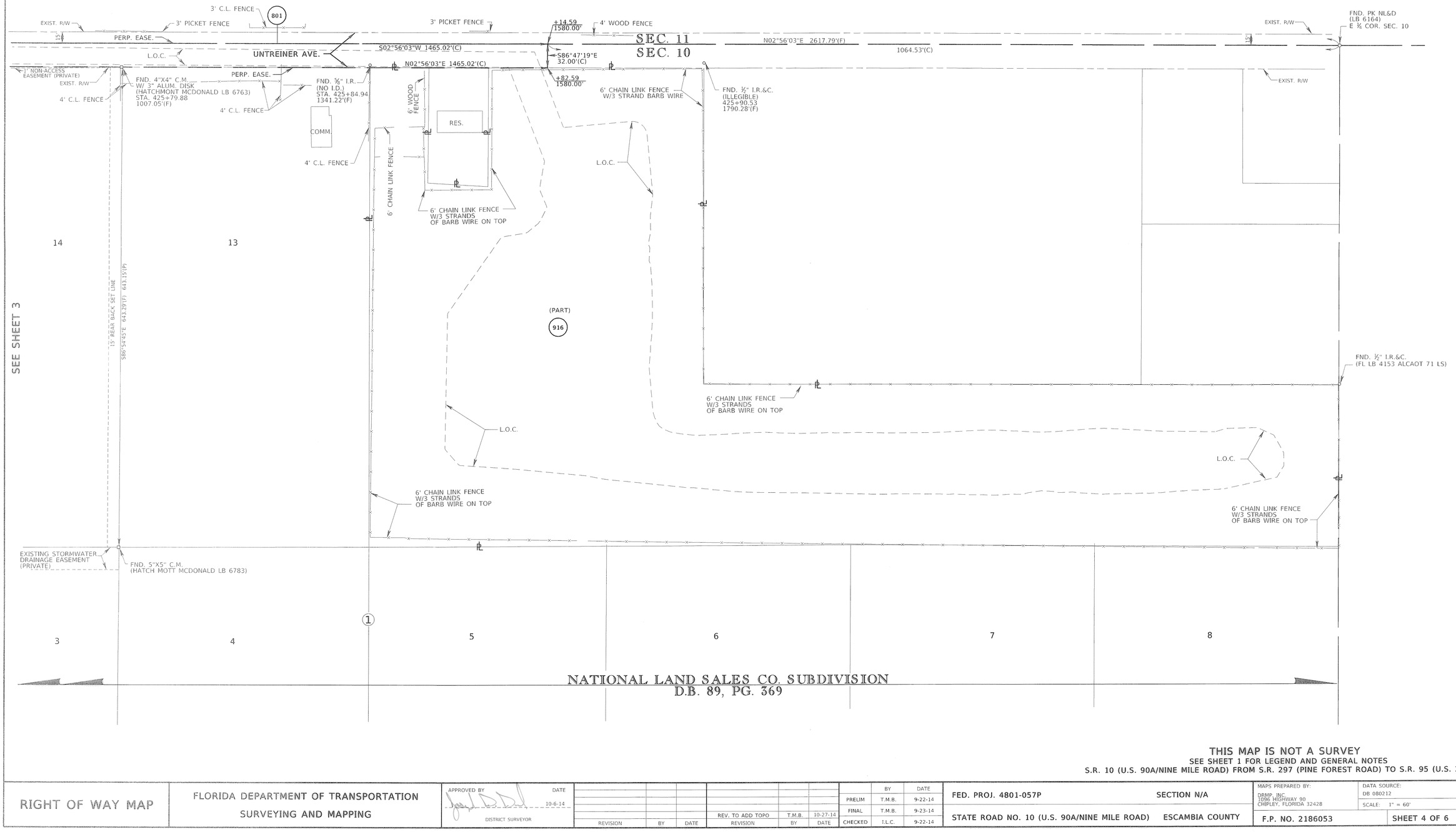
FED. PROJ. 4801-057P SECTION N/A
STATE ROAD NO. 10 (U.S. 90A/NINE MILE ROAD) ESCAMBIA COUNTY

MAPS PREPARED BY:
DRMP, INC.
1096 HIGHWAY 90
CHIPLEY, FLORIDA 32428

DATA SOURCE: DB 080212
SCALE: 1" = 50'

F.P. NO. 2186053 SHEET 3 OF 6

T-1-S, R-30-W
SCALE 1" = 60'



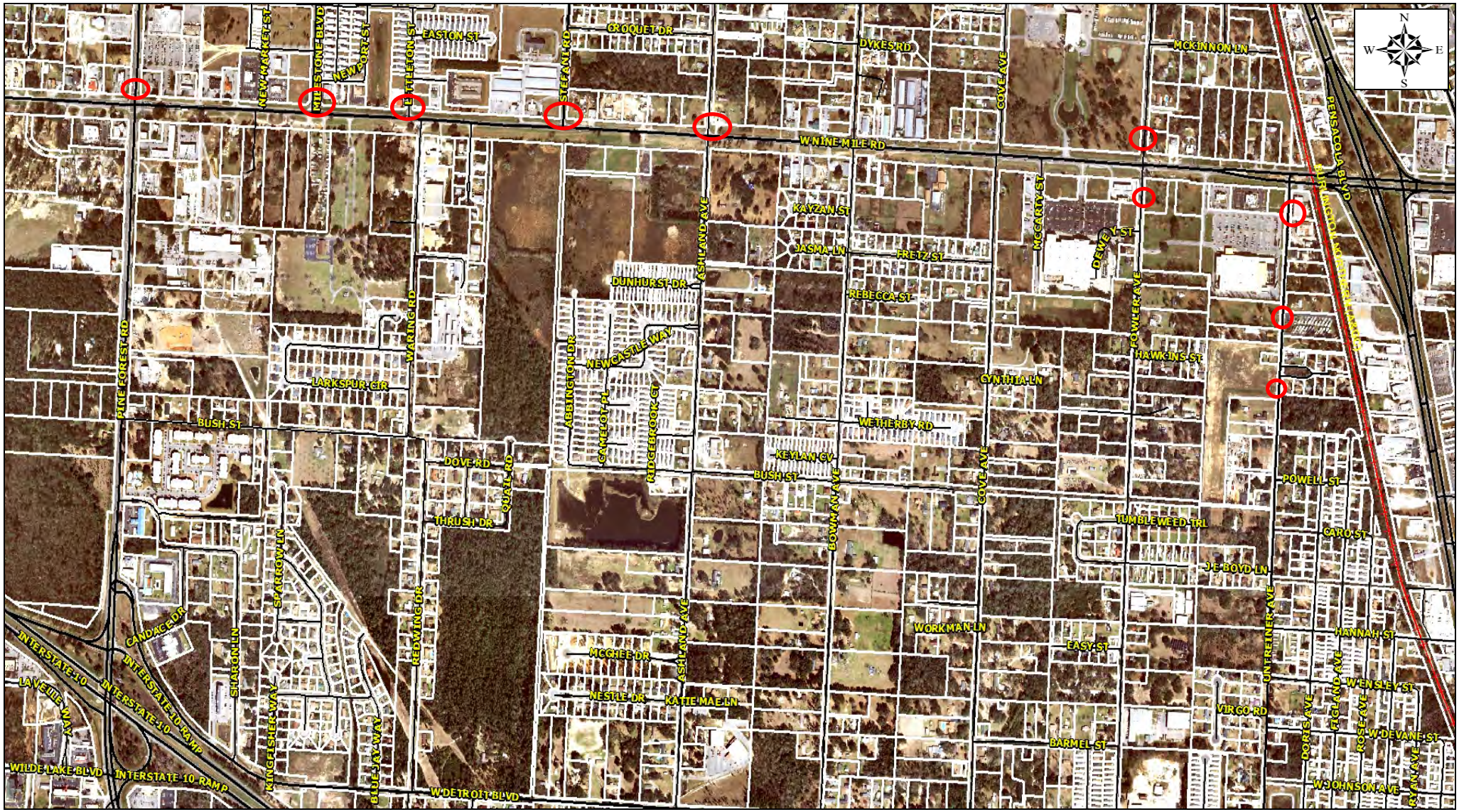
THIS MAP IS NOT A SURVEY

SEE SHEET 1 FOR LEGEND AND GENERAL NOTES

S.R. 10 (U.S. 90A/NINE MILE ROAD) FROM S.R. 297 (PINE FOREST ROAD) TO S.R. 95 (U.S. 29)

RIGHT OF WAY MAP	FLORIDA DEPARTMENT OF TRANSPORTATION SURVEYING AND MAPPING	APPROVED BY DISTRICT SURVEYOR	DATE 10-6-14	REVISION	BY	DATE	REV. TO ADD TOPO	T.M.B.	10-27-14		BY	DATE	FED. PROJ. 4801-057P	SECTION N/A	MAPS PREPARED BY: DRMP, INC. 1096 HIGHWAY 90 CHIPLEY, FLORIDA 32428	DATA SOURCE: DB 080212	
							REVISION	BY	DATE	PRELIM	T.M.B.	9-22-14				SCALE: 1" = 60'	
										FINAL	T.M.B.	9-23-14	STATE ROAD NO. 10 (U.S. 90A/NINE MILE ROAD)	ESCAMBIA COUNTY	F.P. NO. 2186053		SHEET 4 OF 6
										CHECKED	I.L.C.	9-22-14					

FDOT IMPROVEMENT PROJECT FOR STATE ROAD 10 (U.S. 90A/NINE MILE ROAD)



ESCAMBIA COUNTY PUBLIC WORKS DEPARTMENT, LWG
12/30/14 DISTRICT 3 & 5

AREAS FOR PROPOSED EASEMENTS OR LICENSE AGREEMENTS WHERE VARIOUS COUNTY ROADS INTERSECT NINE MILE ROAD AND ALONG UNTREINER AVENUE

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-7470 **County Administrator's Report** **12. 9.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 02/05/2015
Issue: Conveyance of Two Tree Trim, Cut and Removal Easements on Bellview Avenue to Gulf Power Company
From: Joy D. Blackmon, P.E., Department Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Conveyance of Two Tree Trim, Cut and Removal Easements on Bellview Avenue to Gulf Power Company - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the conveyance of two Tree Trim, Cut and Removal Easements to Gulf Power Company for Gulf Power's project to construct a transmission line along Bellview Avenue:

A. Approve granting two fifteen-foot wide Tree Trim, Cut and Removal Easements to Gulf Power Company for Gulf Power's project to construct a transmission line along Bellview Avenue; and

B. Authorize the Chairman to sign the Easement documents and any other documents, subject to Legal review and sign-off, associated with the granting of two Tree Trim, Cut and Removal Easements to Gulf Power Company.

BACKGROUND:

Gulf Power Company has a project designed to construct a transmission line. Although the transmission line will be constructed within the right-of-way of Bellview Avenue, Gulf Power will need to trim trees on properties parallel and adjacent to the right-of-way of Bellview Avenue. The County has two retention pond parcels on the portion of Bellview Avenue, one in Zachary Estates, and one in Rosewood Estates, where the transmission line will be constructed.

Gulf Power is requesting that the County convey two fifteen-foot wide Tree Trim, Cut and Removal Easements over the County-owned parcels abutting Bellview Avenue. Any costs associated with the granting of the two easements will be borne by Gulf Power Company, including the recording of documents.

Public Works staff have reviewed this request and have no objections to the conveyance of the two easements to Gulf Power. Board approval is required to convey the easements to Gulf Power Company.

BUDGETARY IMPACT:

Any costs associated with the granting of the two easements will be borne by Gulf Power Company, including the recording of documents.

LEGAL CONSIDERATIONS/SIGN-OFF:

The easement document was approved as to form and legal sufficiency by Stephen West, Senior Assistant County Attorney.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon Board approval, staff will have the easement executed by the Chairman and attested by the County Clerk's office, with copies provided to Gulf Power Company. County staff will continue to work with Gulf Power Company in meeting their requirements to provide electrical service.

Attachments

Easements

Aerial Map

GULF POWER
A SOUTHERN COMPANY

This Legal Document
Prepared by Mark B. Davidson
Gulf Power Company
One Energy Place
Pensacola, Florida 32520-0093

TREE TRIM, CUT, AND REMOVAL EASEMENT

Parcel # 031 (Rosewood Estates Holding Pond)
TAX ID# 38-1S-31-1420-001-010
EN # 99797

STATE OF FLORIDA
COUNTY OF ESCAMBIA

KNOW ALL MEN BY THESE PRESENTS that **Escambia County, Florida,** a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is **221 Palafox Pl, Suite 420, Pensacola, FL 32502** (hereinafter "Grantor"), for and in consideration of the sum of **One And 00/100** Dollars (**$1.00**) in hand paid by **Gulf Power Company, a Florida corporation** (Grantee), whose address is **One Energy Place, Pensacola, Florida 32520-0093**, the receipt whereof is hereby acknowledged, does hereby grant and convey to said Gulf Power Company, its successors and assigns, the right to spray, cut and trim and to keep sprayed, cut and trimmed, and to remove, from time to time, any and all trees, limbs, bushes, and other forms of vegetation or growth which now or may hereafter, in the opinion of Gulf Power Company, endanger or interfere with the electric transmission, distribution, and communication lines (herein "Lines") of said Gulf Power Company, its successors and assigns, now constructed, or which may hereafter be constructed adjacent to Grantor's land or the land in which Grantor has an interest in **Escambia** County, Florida, which land is more particularly described as follows, to-wit:

THE SOUTH FIFTEEN FEET (15') OF THE FOLLOWING DESCRIBED PROPERTY, TO-WIT:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 38, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA;
THENCE GO NORTH 89 DEGREES 24 MINUTES 21 SECONDS WEST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION A DISTANCE OF 664.52 FEET;
THENCE GO NORTH 00 DEGREES 52 MINUTES 46 SECONDS EAST ALONG THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUE NORTH 00 DEGREES 52 MINUTES 46 SECONDS EAST ALONG SAID EAST LINE A DISTANCE OF 120.00 FEET;
THENCE GO NORTH 89 DEGREES 24 MINUTES 21 SECONDS WEST A DISTANCE OF 125.00 FEET;
THENCE GO SOUTH 00 DEGREES 52 MINUTES 46 SECONDS WEST A DISTANCE OF 120.00 FEET;
THENCE GO SOUTH 89 DEGREES 24 MINUTES 21 SECONDS EAST A DISTANCE OF 125.00 FEET TO THE POINT OF BEGINNING.
THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN SECTION 38, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 0.34 ACRES MORE OR LESS.

IT IS UNDERSTOOD AND AGREED THAT GRANTOR WILL BE PERMITTED TO MAINTAIN VEGETATION ON THE PROPERTY TO A MAXIMUM HEIGHT OF TEN FEET ABOVE THE GROUND LEVEL AS IT EXISTED AS OF THE DATE OF THIS EASEMENT.

SHOULD THE GRANTOR EVER PERMIT THE VEGETATION TO EXCEED THIS TEN FEET IN HEIGHT LIMITATION THEN GULF POWER HAS THE RIGHT TO CUT AND REMOVE ALL OF THE VEGETATION THAT EXCEEDS TEN FEET IN HEIGHT ABOVE GROUND LEVEL.

NO FAILURE BY GULF POWER TO ENFORCE THE TEN FOOT HEIGHT LIMITATION SHALL BE DEEMED A WAIVER OF SAID RIGHT, REGARDLESS OF THE LENGTH OF TIME THAT TRANSPIRES PRIOR TO GULF POWER'S EXERCISE OF THE RIGHT.

Together with all rights and privileges necessary or convenient for the full enjoyment and use thereof, including the right of ingress and egress to and from and over and across said lands.

Said Lines are now constructed or may hereafter be constructed along the margin or edge of the public road or street right of way known as **Bellview Avenue**.

TO HAVE AND TO HOLD the same to the said Gulf Power Company, its successors and assigns, forever.

IN WITNESS WHEREOF, the Grantor has executed this instrument this _____ day of _____, 2014.

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

By: _____
Steven Barry, Chairman

Attest: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

_____
Deputy Clerk

This document approved as to form and legal sufficiency.
By: _____
Title: Asst. County Attorney
Date: Jan 6, 2015

GULF POWER
A SOUTHERN COMPANY

This Legal Document
Prepared by Mark B. Davidson
Gulf Power Company
One Energy Place
Pensacola, Florida 32520-0093

TREE TRIM, CUT, AND REMOVAL EASEMENT

Parcel 31 (Zachary Estates Holding Pond)
TAX ID# 38-1S-31-1000-500-004
EN # 99838

STATE OF FLORIDA
COUNTY OF ESCAMBIA

KNOW ALL MEN BY THESE PRESENTS that **Escambia County, a political subdivision of the State of Florida acting by and through its authorized BOARD OF COUNTY COMMISSIONERS,** whose address is **221 S. Palafox St, Pensacola, FL 32502** (hereinafter "Grantor"), for and in consideration of the sum of **One And 00/100** Dollars (**$1.00**) in hand paid by **Gulf Power Company, a Florida corporation** (Grantee), whose address is **One Energy Place, Pensacola, Florida 32520-0093**, the receipt whereof is hereby acknowledged, does hereby grant and convey to said Gulf Power Company, its successors and assigns, the right to spray, cut and trim and to keep sprayed, cut and trimmed, and to remove, from time to time, any and all trees, limbs, bushes, and other forms of vegetation or growth which now or may hereafter, in the opinion of Gulf Power Company, endanger or interfere with the electric transmission, distribution, and communication lines (herein "Lines") of said Gulf Power Company, its successors and assigns, now constructed, or which may hereafter be constructed adjacent to Grantor's land or the land in which Grantor has an interest in **Escambia** County, Florida, which land is more particularly described as follows, to-wit:

THE SOUTH FIFTEEN FEET (15') OF THE FOLLOWING DESCRIBED PROPERTY, TO-WIT:

Parcel "A", Zachary Estates, a Subdivision of a portion of Section 38, Township 1 South, Range 31 West, according to the plat thereof as recorded in Plat Book 16, Page 42, of the Public Records of Escambia County.

IT IS UNDERSTOOD AND AGREED THAT GRANTOR WILL BE PERMITTED TO MAINTAIN VEGETATION ON THE PROPERTY TO A MAXIMUM HEIGHT OF TEN FEET ABOVE THE GROUND LEVEL AS IT EXISTED AS OF THE DATE OF THIS EASEMENT.

SHOULD THE GRANTOR EVER PERMIT THE VEGETATION TO EXCEED THIS TEN FEET IN HEIGHT LIMITATION THEN GULF POWER HAS THE RIGHT TO CUT AND REMOVE ALL OF THE VEGETATION THAT EXCEEDS TEN FEET IN HEIGHT ABOVE GROUND LEVEL.

NO FAILURE BY GULF POWER TO ENFORCE THE TEN FOOT HEIGHT LIMITATION SHALL BE DEEMED A WAIVER OF SAID RIGHT, REGARDLESS OF THE LENGTH OF TIME THAT TRANSPIRES PRIOR TO GULF POWER'S EXERCISE OF THE RIGHT.

Together with all rights and privileges necessary or convenient for the full enjoyment and use thereof, including the right of ingress and egress to and from and over and across said lands.

Said Lines are now constructed or may hereafter be constructed along the margin or edge of the public road or street right of way known as **Bellview Ave**.

TO HAVE AND TO HOLD the same to the said Gulf Power Company, its successors and assigns, forever.

IN WITNESS WHEREOF, the Grantor has executed this instrument this _____ day of _____, 2014.

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

By: _____
Steven Barry, Chairman

Attest: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

_____
Deputy Clerk

This document approved as to form and legal sufficiency.
By: _____
Title: Asst. County Attorney
Date: Jan 8, 2015

GULF POWER EASEMENT REQUEST / TWO COUNTY PARCELS ON BELLVIEW AVENUE



COUNTY RETENTION POND PARCELS / ZACHARY ESTATES and ROSEWOOD ESTATES

PROPOSED 15' WIDE EASEMENT AREAS

ESCAMBIA COUNTY PUBLIC WORKS DEPARTMENT
LWG 12/30/14 DISTRICT 1

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-7624 **County Administrator's Report** **12. 10.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 02/05/2015
Issue: Appointment to the Storm-Water Advisory Team
From: Jack Brown, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Appointment to the Storm-Water Advisory Team - Jack R. Brown, County Administrator

That the Board confirm the appointment of Nathan White to the Storm-Water Advisory Team to serve as the appointee of Commissioner Wilson B. Robertson, to replace Mike Whitehead who resigned. The term is effective February 5, 2015, until recommendations are completed as determined by the Board of County Commissioners.

[NATHAN WHITE'S RESUME WILL BE DISTRIBUTED UNDER SEPARATE COVER]

BACKGROUND:

At the September 25, 2014, BCC Meeting the Board approved rescinding its action of July 24, thereby rescinding Resolution Number R2014-78, which established the Storm Water Advisory Group, and adopted the Resolution establishing the Storm-Water Advisory Team, which provides for seven members, one civilian representative appointed by each of the five County Commissioners and two civilian representatives appointed by the City of Pensacola, Florida.

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

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-7582 **County Administrator's Report 12. 1.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 02/05/2015
Issue: Agreement for Escambia County Adult Drug Court Treatment Program between Escambia County, Florida, and Lakeview Center, Inc.
From: Cathy White, Drug Court Manager
Organization: Court Administration
CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Agreement for Escambia County Adult Drug Court Treatment Program between Escambia County, Florida, and Lakeview Center, Inc. - Cathy A. White, Drug Court Manager

That the Board take the following action concerning the Agreement for Escambia County Adult Drug Court Treatment Program between Escambia County, Florida and Lakeview Center, Inc.:

A. Approve the Agreement for Escambia County Adult Drug Court Treatment Program between Escambia County, Florida and Lakeview Center, Inc.;

B. Approve funding for the program in the amount of $36,650, effective October 1, 2014, through September 30, 2015. The source of funding is Fiscal Year 2014 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – State Solicitation. Other funding sources may be used once the $36,650 has been expended. A new Purchase Order will be submitted once additional treatments slots have been agreed upon by Lakeview Center, Inc., and Court Administration, not to exceed $20,000. The Agreement may be extended up to a maximum of 90 days upon mutual consent of the parties; and

C. Authorize the Chairman, as the County's representative, to sign Amendments and requests for payment or other related documents as may be required.

[Funding: Fund 110, Other Grants and Projects Fund, Cost Center 410572, Object Code 53401]

BACKGROUND:

Lakeview Center, Inc., which is a not-for-profit organization, has provided services for the Drug Court Program since June, 1993. Escambia County and the Drug Court Program have been pleased with the services provided. Lakeview Center, Inc. has the administrative resources to effectively administer the program. Lakeview Center, Inc. has a proven track record of successful program operation as evidenced by annual on-site monitoring reports from the Alcohol, Drug Abuse, and Mental Health Program and the Office of Licensure and Certification of the Department of Health and Rehabilitative Services. Lakeview Center, Inc. is in the best position to administer this program because of its previous expertise with the Drug Court Program and related programs. The agency has been very responsive to feedback from the County regarding other service contracts it holds as well as responding to other needs of the community.

BUDGETARY IMPACT:

Funds are made available through the Fiscal Year 2014 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – State Solicitation.

[Funding: Fund 110, Other Grants and Projects Fund, Cost Center 410572, Object Code 53401]

LEGAL CONSIDERATIONS/SIGN-OFF:

A copy of the Agreement for Escambia County Adult Drug Court Treatment Program between Escambia County, Florida and Lakeview Center, Inc. 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 to the County.

Attachments

Agreement Between Esc Cty and Lakeview

AGREEMENT FOR ESCAMBIA COUNTY ADULT DRUG COURT TREATMENT PROGRAM BETWEEN ESCAMBIA COUNTY, FLORIDA AND LAKEVIEW CENTER, INC.

THIS AGREEMENT is made and entered into by and between Escambia County, Florida, a political subdivision of the State of Florida, its successors and assigns, through its Board of County Commissioners, with administrative offices at 221 Palafox Place, Pensacola, Florida 32502, (hereinafter referred to as the "County"), and Lakeview Center, Inc. a non-profit corporation authorized to do business in the State of Florida, with administrative offices at 1221 W. Lakeview Center, Pensacola, Florida 32501, and a tax identification number of 59-073787-2, (hereinafter referred to as the "Contractor").

WITNESSETH

WHEREAS, the County has been awarded grant funds from the Florida Department of Law Enforcement Edward Byrne Memorial Justice Assistance Grant, (hereinafter referred to as the "Grantor"), to provide funding for drug court treatment program for Escambia County; and

WHEREAS, the Contractor has agreed to provide drug treatment services for participants in the Escambia County Adult Drug Court Treatment Program, (hereinafter referred to as the "Program"), $36,650 with a cost of $3,665 per offender; and

WHEREAS, the Contractor offers to furnish such specialized professional psychological services that are not otherwise available to the County directly, and the County wishes to avail itself of such expertise for this Program.

NOW, THEREFORE, for the reasons set forth above, and in consideration of the promises of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1
Recitals

1.1 The recitals and all statements contained herein are hereby incorporated into and made a part of this Agreement.

ARTICLE 2
Scope of Services

2.1 The Contractor shall provide the professional psychological services described in the Scope of Services, attached hereto as "Exhibit A" and incorporated by reference herein, to assist the County in providing drug treatment services for participants in the Escambia County Adult Drug Court Treatment Program.

2.2 Unless otherwise specified, these services shall be completed in accordance with the standard care in the profession of psychology at the time such services are rendered, or in accordance with the County standards, as applicable.

2.3 Such psychological services, generally, shall include those professional services performed by a licensed psychologist, its employees, subcontractors, and any other services specifically included herein.

ARTICLE 3
Subcontractors and Additional Programs

3.1 The County approves the use of subcontractors by the Program. In the event the Contractor, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, the County may require the prior written approval before employment of such subcontractors.

ARTICLE 4
Term of the Contract and Time Requirements

4.1 This Agreement shall become effective on October 1, 2014 and will terminate September 30, 2015. The Contractor shall promptly begin and shall diligently provide the professional psychological services contemplated herein in accordance with the Scope of Work, attached hereto as "Exhibit A", so that the County may timely achieve its objective.

4.2 These psychological services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Program.

4.3 Prior to beginning the performance of any services under this Agreement, the Contractor must receive in writing a Notice to Proceed from the County's Contract Administrator.

ARTICLE 5
Compensation and Method of Billing and Payment

5.1 **Compensation:** The County agrees to pay the Contractor, as compensation for its professional psychological services under Article 2, a fee pursuant to "Exhibit B", which is attached hereto and incorporated by reference herein. The total fee for all such services, to be performed by the Contractor, including costs, payments to subcontractors, direct expenses, and any other charges described in Section 5.3, is to be paid as follows: Services provided are to be paid on a monthly basis as services are rendered. The amount of funding for services is

$36,650. The cost per offender shall be $3,665. Final payment will be subject to approval by the Board of County Commissioners.

5.3 **Direct Expenses:** Direct expenses are those expenses directly attributable to the Contractor, which will be exclusively borne by the Contractor, and which will include, but not be limited to the following:

(a) Transportation expenses in connection with the Program.

(b) Living expenses in connection with travel and any other travel expenses.

(c) Long distance communications and other miscellaneous budget expenses.

(d) Cost of printing plans, reports, and specifications, which are required by or of the Contractor to deliver the services set forth in this Agreement.

(e) Cost of any computer software or hardware used or developed for the Contractor.

(f) Any and all other expenses of any kind or type.

5.4 **Method of Billing and Payment:**

(a) The Contractor may submit bills to the County at the completion and approval of each task or at the partial completion of a task on a pro-rata basis. However, requests for payment shall not be made more frequently than once a month. The Contractor shall submit such monthly statements identifying the nature of the work performed. Estimates shall be made monthly of the amount and value of the work accomplished and services performed by the Contractor, which meet the standards established under this Agreement. The estimates shall be prepared by the Contractor and accompanied by such supporting data as required by the County.

(b) The County agrees that it shall make its best effort to pay the Contractor within twenty (20) business days of receipt of the Contractor's statement provided that the invoice is correct and is consistent with the terms of this Agreement.

(c) Payments under this Agreement and interest on any late payments shall be governed by the Florida Prompt Payment Act, Section 218.70, Florida Statutes, as amended.

(d) The County agrees to receive the Federal Program funds and to reimburse the Contractor on a monthly basis for expenditures involving

federal funding, not to exceed the maximum amount of federal funds awarded.

(e) The Contractor shall be responsible for reimbursing the County for all funds spent in violation of this Agreement or disallowed by the Grantor for reimbursement.

5.5 **Additional Services and Changes in the Scope of Work:** The County or the Contractor may request changes that would increase, decrease, or otherwise modify the Scope of Work provided under this Agreement. Such changes must be in accordance with the procurement policies of the County and must be contained in written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.

5.6 **Notices:**

(a) Any notice, invoice, payment, or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or other private courier service, such as Federal Express.

(b) Unless otherwise notified in writing of a new address, all notices, payments, and invoices shall be made to each party at the below listed addresses. Rejection, or other refusal by the addressee to accept, or the inability of the courier service, or the United States Postal Service to deliver because of a change of address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

(c) Payments and notices to Contractor shall be sent to:
Lakeview Center, Inc.
1221 West Lakeview Avenue
Pensacola, Florida 32501

(d) Notices to County shall be sent to:
Jack R. Brown
Escambia County Administrator
Post Office Box 1591
Pensacola, Florida 32597-1591

ARTICLE 6
Cooperation of the County

6.1 It shall be the obligation of the County to provide the Contractor with all reasonably required information, and other records necessary to successfully execute the Program.

6.2 The County shall give prompt written notice to the Contractor whenever the County observes or otherwise becomes aware of any development that affects the scope of timing or the Contractor's services, or any defect in the work of the Contractor.

ARTICLE 7
Program's Responsibilities

7.1 The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, disability or marital status. The Contractor shall take affirmative action to ensure that applicants are employed, without regard to their race, color, religion, sex, age, national origin, disability or marital status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff, or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by their personnel officer setting forth the provisions of this equal opportunity clause.

7.2 The Contractor and its employees, agents, and any subcontractors and their employees and agents, shall be deemed to be independent and not agents or employees of the County; shall not attain any rights or benefits under the Civil Service or retirement or health benefits of the State of Florida, or any right generally afforded classified or unclassified employees, and furthermore, shall not be deemed entitled to Florida Workers' Compensation benefits as employees of the County.

ARTICLE 8
General Provisions

8.1 Termination:

(a) This Agreement may be terminated by either party for cause, or by the County for convenience, upon thirty (30) days written notice by the terminating party to the other party of such termination date, including all reimbursable expenses then due or incurred to the date of termination.

(b) Termination for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable State of Florida rules, laws, regulations, and County ordinances, and failure to perform in a timely manner any provision of this Agreement.

(c) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. If the Contractor abandons this Agreement or causes it to be terminated, the Program shall indemnify the County against any loss pertaining to this termination up to a maximum of the full contracted fee amount of the Contractor.

(d) Vendor suspension or debarment proceedings brought by the County pursuant to Article II of Chapter 46, Escambia County Code of Ordinances, shall be grounds for immediate termination of this Agreement.

8.3 Records:

(a) The Contractor shall keep such records and accounts and shall require any subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries charged to this Program and any expenses for which the Contractor expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County, and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of any fees or expenses based upon such entries.

(b) 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, as amended. In the event the Contractor fails to abide by the provision of Chapter 119, the County may, without prejudice to any right or remedy and after giving the Contractor and its surety, if any, seven (7) days written notice, during which period the Contractor still fails to allow access to such document, terminate the employment of the Contractor. In such case, the Contractor shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing to the Contractor (excluding monies owed the Contractor for subcontractor work).

8.4 **No Contingent Fees:** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

8.5 **Assignment:** This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the 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.

8.6 **Hold Harmless and Indemnification of County:**

(a) Hold Harmless: The Contractor agrees to hold harmless, indemnify, and defend the 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 costs of suit, including attorney fees and paralegal fees, for an expense, damage, or liability incurred by any of them, direct or consequential damages, arising directly or indirectly, on account of or in connection with the Contractor's 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 any other person for whom the Contractor is legally liable.

(b) Indemnification: 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 limitations 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 the 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 as described in the Hold Harmless paragraph. 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.

8.7 **Insurance:** The Contractor is required to carry the following insurance:

(a) Commercial General Liability, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.

(b) Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Professional Liability with $1,000,000 per occurrence minimum limit.

(d) Florida statutory Workers' Compensation.

(e) All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" rated or other Secure Best Rating with a minimum financial size of VII, according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Joseph Pillitary, Jr., Purchasing Coordinator, Post Office Box 1591, Pensacola, Florida 32597

(f) Escambia County and the Board of County Commissioners shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of insurance shall be provided to Joe Pillitary, Purchasing Coordinator, Post Office Box 1591, Pensacola, Florida 32597-1591 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 shall also be the certificate holders.

8.8 **Representative of County and Program:**

(a) It is recognized that questions in the day-to-day conduct of the Program will arise. The Contract Administrator, upon request by the Contractor in writing, shall state the persons to whom all communications pertaining to the day-to-day conduct of the Program shall be addressed.

(b) The Contractor shall inform the Contract Administrator in writing of the representative of the Contractor to whom matters involving the conduct of the Program shall be addressed.

8.9 **All Prior Agreements Superseded:**

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.

(b) It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

8.10 **Truth-in-Negotiation Certificate:** The signing of this Agreement by the Contractor shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. Such contract adjustments shall be made within one (1) year following the end of this Agreement.

8.11 **Headings:** Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

8.12 **Gratuities:** Neither the Contractor nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Contractor acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable to the Contractor; the Contractor agrees to abide with such statutes.

8.13 **Conflict of Interest:** The Contractor hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance, which it believes that any officer, employee, or agent of the Program now has or will have. The Contractor shall make disclosure contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Contractor. The Contractor at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section

shall result in the immediate termination of this Agreement pursuant to Article II of Chapter 46, of the Escambia County Code of Ordinances.

8.14 **Survival:** All other provisions, which, by their inherent character, sense, and contest are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

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

8.16 **Interpretation:** For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meaning, are used in accordance with such recognized meaning. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the Contractor discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Contractor shall immediately notify the County and request clarification of the County's interpretation of this Agreement.

(b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

8.17 **Severability:** The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforces as if this Agreement did not contain such invalid or unenforceable portion or provision.

8.18 **Compliance with Laws:** The Contractor shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the Contractor shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.

8.19 **Participation in Other Proceedings:** At the County's request, the Contractor shall allow itself to be joined as a party in any legal proceeding that involves the County regarding any matter which is the subject of this Agreement. This provision is for the benefit of the County and not for the benefit of any other party.

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

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

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

Approved as to form and legal sufficiency.

By/Title: _____

Date: 1/7/15

ESCAMBIA COUNTY
BOARD OF COUNTY COMMISSIONERS

By: _____
Steven Barry, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Date: _____

BCC Approved: _____

By: _____
Deputy Clerk

CONTRACTOR:
Lakeview Center, Inc.
a non-profit corporation authorized to do business in the State of Florida.

By: _____
Gary L. Bembry, President

ATTEST: Corporate Secretary

Date: 1/14/2015

By: _____
Secretary

EXHIBIT A - SCOPE OF WORK:

The Escambia County Drug Court is a partnership between the courts, the Escambia County Department of Corrections, Pretrial Release Program, Office of the State Attorney, Public Defender's Office, Florida Department of Corrections, and Pathway Addiction Treatment Center. The primary goal of the drug court is to provide immediate and concerted treatment to the drug offender.

This program is a twelve month, three phase approach to substance abuse. It encompasses the vocational, educational and spiritual components in conjunction with providing substance abuse treatment. Phase I provides assessment and intensive outpatient treatment plus urinalysis exams. Phase II addresses the participants' receptiveness to substance abuse treatment in an outpatient setting, emphasizing a drug free lifestyle, and developing the mechanisms for coping with stressful situations. Phase III provides ongoing substance abuse support with a focus on the available community resources such as educational and vocational referrals.

This program provides early intervention and serves as a meaningful alternative to incarceration for the offender who can adequately function in the community with support. It is the goal of this program to realize a reduced recidivism rate for those offenders who successfully complete the program. This in turn will provide the offender the basis to build upon to become a productive member of our community.

Upon acceptance into Drug Court, clients participate in an administrative intake process at Pathway Addiction Treatment Center a component of Lakeview Center, Inc. consisting of the collection of identifying data, determination of financial status, and signature of consent for treatment. In addition each client participates in a clinical assessment consisting of the following: a psychosocial assessment, a psychiatric assessment where indicated, alcohol/drug use history, discussion of an initial treatment plan, a review of the program schedule, completion of appropriate release of information forms as well as any legal requirements for documentation and follow-up. The client completes a medical history checklist which is reviewed and if needed a referral for a physical is made.

After the initial intake the client begins attending the drug court treatment program located at Pathway Addiction Treatment Center. Pathway utilizes a multi-faceted, graduated intensity approach including professional counseling, peer support, community support systems, aftercare groups, and professional referrals. An assessment of high risk behaviors is part of the initial assessment at the time of intake. A referral system is established for HIV related issues such as education and counseling. Testing is provided upon request of the client and through referral. A clinical chart is developed for all clients and documentation is contained therein. Assessments, treatment plans, progress notes, urinalysis results and discharge summaries are maintained in the client chart.

The following services are provided by the treatment agency:

Phase I: Approximately 12 weeks of intensive outpatient treatment using a day-treatment model. Services include a minimum of 4 hours per session of programming (e.g. cognitive restructuring, Twelve Step Program, and drug and alcohol education). Services allow program participants to attend treatment sessions either during the day or in the evening to accommodate individuals who are working. Treatment further includes 4 hours of group treatment, 3 days per week, and random urinalysis testing a minimum of twice weekly, or as needed.

Phase II: Approximately 3-4 months (dependent upon individual's progress) of moderately intensive outpatient treatment. Services include a minimum of 8 hours of programming per week. Treatment includes at least 4 hours of group treatment, 2 days per week, and random urinalysis testing a minimum of twice weekly, or as needed.

Phase III: Approximately 6 months of less intensive outpatient treatment. Services include a minimum of 4 hours of programming per week including at least 2 hours of group treatment, 2 days per week, and random urinalysis testing a minimum of once weekly, or as needed.

Throughout the year the individual is given status call court dates for the Court to review the client's treatment progress. Pathway provides detailed status call reports for each client at every court appearance. Phase I clients attend court once per week, phase II once every other week, and phase III once every three weeks. This enables the judge to provide support to the clients as needed and to institute sanctions if recommended by treatment. It further provides the client with a sense of continuity and identification within the programs. Rather than feeling "lost in the system", the client learns the judge knows of and has an interest in his/her situation. This aspect allows the courtroom to become a therapeutic environment for the clients.

EXHIBIT B

Edward Byrne Memorial Justice Assistance Grant (JAG) 2015-JAGC-ESCA-1-R3-080 October 1, 2014 – September 30, 2015 Cost Center 410572
$36,650

To be billed monthly for services provided. Invoices are to be submitted to Court Administration for number of treatment sessions and assessments per client.

OTHER FUNDING:

Other funding sources may be used once the slots are full. A new Purchase Order will be submitted once slots have been agreed upon by Lakeview Center, Inc. and Court Administration not to exceed $20,000.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-7435 **County Administrator's Report 12. 2.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 02/05/2015
Issue: Annual Payment for Microsoft Enterprise Agreement
From: David Musselwhite, Department Director
Organization: Information Technology
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Annual Payment for the Microsoft Enterprise Agreement - David Musselwhite, Information Technology Department Director

That the Board authorize the second yearly payment of $168,370.85, based on the three-year Microsoft Enterprise Agreement, 01E73214, approved by the Board on December 5, 2013, with the authorized reseller SHI International Corporation for the County's Microsoft products, including Exchange, Sharepoint, SQL Server, and Desktop Operating System.

[Funding: The funds are available in the current Budget, General Fund 001, Cost Center 270111, Object Code 54601]

BACKGROUND:

The Information Technology Department utilizes various computer applications and systems provided by the Microsoft Corporation to support the County's daily operations. These systems include Microsoft Exchange for e-mail, calendar, contact management, Microsoft Sharepoint for document management and collaboration, SQL Server for enterprise database management and support of numerous business systems including but not limited to the Lucity Work-Order system, Kronos Timekeeping and the SmartJail Jail Management system. Additionally, these systems support the operations of the Tax Collector, Supervisor of Elections and Clerk of the Circuit Court and Comptroller.

The first Microsoft Enterprise agreement was approved by the Board on September 18, 2008, number 01E61767, Enrollment number 8568879, and Florida State Contract 255-001-01-01. This agreement was to be effective from 2008 - 2011 with a yearly payment of $163,080.00 for a three year total of $489,240.00, but was terminated by the County so licensing could be changed from devices to users to allow the use of multiple devices by a single user. A new enrollment date went into effective as of November 1, 2010.

To make the change agreement 01E61767 was approved by the Board January 6, 2011 Enrollment number 8568879 which made the first payment $181,086 then the following next two years payments $185,766.00.

The current agreement 01E73214 was approved by the Board on December 5, 2013 and the first of three annual payments was made on purchase order 140875 dated 1/9/14 for $168,370.85.

BUDGETARY IMPACT:

The funds are available in the current year, General Fund 001, Cost Center 270111 Information Technology Infrastructure, Object Code 54601.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Microsoft agreement 01E73214 was approved by the County Attorney's office 11/13/13.

PERSONNEL:

This agreement has been implemented with existing Information Technology Department staff.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provision of the Code of Ordinance of Escambia County, Florida, 1999 Chapter 46, Article ll, Division 3, Section 87-901, Purchases and Contracts and F.S. 255-20.

IMPLEMENTATION/COORDINATION:

The Information Technology Department will coordinate efforts on behalf of the County.

Attachments

PO 140875
MSEA 01E73214
PO 130768
MSEA 01E61767 6-20-11
MSEA 01E61767 1-6-11
MSEA 01E61767 9-18-08
DMS 252-001-09-1

PURCHASE ORDER NO. 140875

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA,FL 32591-1591
(850) 595-4980

INVOICE
PLEASE EMAIL INVOICES TO:
escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

VENDOR
193696
SHI INTERNATIONAL CORP
290 DAVIDSON AVE
SOMERSET NJ 08873

SHIP TO
INFORMATION RESOURCES/DATA PRO
ESC. COUNTY COURTHOUSE, 1ST FL
221 PALAFOX PLACE, RM 0402, IT
PENSACOLA FL 32502
ATTN:

ORDER DATE: 01/09/14	BUYER: JOSEPH PILLITARY	REQ. NO.: 14000993	REQ. DATE: 01/09/14
TERMS: NET 30 DAYS	F.O.B.: PRE PAY AND ADD	DESC.:	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	YEAR	MICROSOFT ENTERPRISE AGREEMENT PIGGYBACK FLA STATE CONTRACT 252-001-09-1 BCC APPROVAL 12/05/13 PER ATTACHED AGREEMENT	168370.8500	168,370.85

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	270111	54601	168,370.85	

PAGE TOTAL $	168,370.85
TOTAL $	168,370.85

TAX ID 85-8013888011C-3
FED ID 59-6000-598

APPROVED BY

Original Purchase Order



Federal tax ID: 22-3009648
290 Davidson Ave.
Somerset, NJ 08873
Phone: 888-235-3871
Fax: 732-805-9669

Please remit payment to:
SHI International Corp
P.O. Box 952121
Dallas, TX 75395-2121
Wire information: Wells Fargo Bank
Wire Rt# 121000248
ACH Rt# 021200025
Account#2000037641964
SWIFT Code: WFBIUS6S
For W-9 Form, www.shi.com/W9

Invoice No. B02691646

Invoice date	10/31/2014
Customer number	1015455
Sales order	S02852345

Finance charge of 1.5% per month will be charged on past due accounts - 18%/yr.
All returns require an RMA# supplied by your SHI Sales team.

Bill To ESCAMBIA COUNTY BOCC
223 PALAFOX PLACE
ROOM 207
PENSACOLA, FL 32501
United States

Ship To Escambia County IT Division
221 Palafox Place
Suite 210
Pensacola, FL 32502
United States
9025626/Chris Karp

Ship Date	Salesperson	Purchase Order	Ship Via	FOB	Terms
10/31/2014	Tom Miner/PAR	9025626	FEDEX GROUND	FOB DEST	NET 30

Item No. / Mfg Part No.	Description	Qty Ordered	Qty Shipped	Unit Price	Extended Price
21038475 W06-00446 No Media MICROSOFT SELECT	CoreCAL ALNG SA MVL UsrCAL Windows - Multiple Windows Platform All Languages Software Enrollment No.: 9025626 Agreement No.: 01E73214 Country of Usage: USA Maintenance From date: 11/01/2014 Maintenance To date: 10/31/2015	1,250	1,250	41.50	51,875.00
20973722 PGI-00270 No Media MICROSOFT SELECT	ExchgEntCAL ALNG SA MVL UsrCAL wSrvcs Windows - Multiple Windows Platform All Languages Software Enrollment No.: 9025626 Agreement No.: 01E73214 Country of Usage: USA Maintenance From date: 11/01/2014 Maintenance To date: 10/31/2015	1,250	1,250	18.55	23,187.50
20979903 76N-02550 No Media MICROSOFT CORPORATION	SharePointEntCAL ALNG SA MVL UsrCAL Windows - Multiple Windows Platform All Languages Software Enrollment No.: 9025626 Agreement No.: 01E73214 Country of Usage: USA Maintenance From date: 11/01/2014 Maintenance To date: 10/31/2015	1,250	1,250	19.00	23,750.00
21015969 FQC-02423 No Media MICROSOFT SELECT	Microsoft Windows Professional SA GSA Select Windows - Multiple Windows Platform Single Language Software Enrollment No.: 9025626 Agreement No.: 01E73214 Country of Usage: USA Maintenance From date: 11/01/2014 Maintenance To date: 10/31/2015	773	773	42.95	33,200.35
20977689 395-02504 No Media MICROSOFT	ExchgSvrEnt ALNG SA MVL Windows - Multiple Windows Platform All Languages Software Enrollment No.: 9025626	2	2	795.00	1,590.00

Federal tax ID: 22-3009648
290 Davidson Ave.
Somerset, NJ 08873
Phone: 888-235-3871
Fax: 732-805-9669

Please remit payment to:
SHI International Corp
P.O. Box 952121
Dallas, TX 75395-2121
Wire information: Wells Fargo Bank
Wire Rt# 121000248
ACH Rt# 021200025
Account#2000037641964
SWIFT Code: WFBIUS6S
For W-9 Form, www.shi.com/W9

Invoice No.	**B02691646**
Invoice date	10/31/2014
Customer number	1015455
Sales order	S02852345

Finance charge of 1.5% per month will be charged on past due accounts - 18%/yr.
All returns require an RMA# supplied by your SHI Sales team.

Bill To ESCAMBIA COUNTY BOCC
223 PALAFOX PLACE
ROOM 207
PENSACOLA, FL 32501
United States

Ship To Escambia County IT Division
221 Palafox Place
Suite 210
Pensacola, FL 32502
United States
9025626/Chris Karp

SELECT	Agreement No.: 01E73214 Country of Usage: USA Maintenance From date: 11/01/2014 Maintenance To date: 10/31/2015				
21021466 H04-00268 No Media MICROSOFT SELECT	OfficeSharePointSvr ALNG SA MVL Windows - Multiple Windows Platform All Languages Software Enrollment No.: 9025626 Agreement No.: 01E73214 Country of Usage: USA Maintenance From date: 11/01/2014 Maintenance To date: 10/31/2015	2	2	1,334.00	2,668.00
25384207 7JQ-00343 No Media MICROSOFT SELECT	SQLSvrEntCore ALNG SA MVL 2Lic CoreLic Windows - Multiple Windows Platform All Languages Software Enrollment No.: 9025626 Agreement No.: 01E73214 Country of Usage: USA Maintenance From date: 11/01/2014 Maintenance To date: 10/31/2015	12	12	2,675.00	32,100.00

Sales Balance	168,370.85
Freight	0.00
Recycling Fee	0.00
Sales Tax	0.00
Total	**168,370.85**
Currency	**USD**

140875

RESUME OF THE REGULAR BCC MEETING – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1400993

16. Recommendation: That the Board take the following action concerning an Enterprise Agreement with Microsoft Corporation (Funding: Fund 001, General Fund, Cost Center 270111, Information Technology Infrastructure – $168,370.85):

    A. Approve the Microsoft Volume Licensing Agreement for three years, with yearly payments of $168,370.85, for a total value of $505,112.55, over the three years;

    B. Authorize the County to piggyback off of the Florida State Contract 252-001-09-1 and award a Purchase Order, in the amount of $168,370.85, to SHI International Corp, as the authorized reseller for Microsoft Corporation; and

    C. Authorize the Chairman to execute all documents related to the acceptance of the three-year Enterprise Agreement with Microsoft Corporation, without further action of the Board.

    Approved 5-0

17. Recommendation: That the Board take the following action concerning the purchase of additional EViD Compact Units, in the amount of $476,936, as well as credit for EViD trade-ins, on the *Supplement to EViD System Sale and License Agreement, Addendum for Delivery #6*, with VR Systems, Inc., for the Office of the Supervisor of Elections:

    A. Find that "a single source" is available to the County from which to purchase compatible equipment that can fully integrate into the Voter Registration System currently used in Escambia County; and

    B. Approve the Supplement to EViD System Sale and License Agreement.

    Approved 5-0

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5333 County Administrator's Report 14. 16.
BCC Regular Meeting Budget & Finance Consent
Meeting Date: 12/05/2013
Issue: Enterprise Agreement with Microsoft Corporation
From: David Musselwhite, Department Director
Organization: Information Technology
CAO Approval:

RECOMMENDATION:
Recommendation Concerning the Enterprise Agreement with Microsoft Corporation - David Musselwhite, Information Technology Department Director

That the Board take the following action concerning an Enterprise Agreement with Microsoft Corporation:

A. Approve the Microsoft Volume Licensing Agreement for three years, with yearly payments of $168,370.85, for a total value of $505,112.55, over the three years;

B. Authorize the County to piggyback off of the Florida State Contract 252-001-09-1 and award a Purchase Order, in the amount of $168,370.85, to SHI International Corp, as the authorized reseller for Microsoft Corporation; and

C. Authorize the Chairman to execute all documents related to the acceptance of the three-year Enterprise Agreement with Microsoft Corporation without further action of the Board.

[Funding: Fund 001, General Fund, Cost Center 270111, Information Technology Infrastructure - $168,370.85]

BACKGROUND:
The Information Technology Department utilizes various computer applications and systems provided by the Microsoft Corporation to support our daily operations. These systems include Microsoft Exchange for e-mail, calendar, contact management, Microsoft Sharepoint for document management and collaboration, SQL Server for enterprise database management and support of numerous business systems including but not limited to Lucity Work-Order system, Kronos Time Keeping and HR and SmartJail. Additionally, these systems support the operations of the Tax Collector, Supervisor of Elections and the Clerk of the Circuit Court and Comptroller.

BUDGETARY IMPACT:

Funds are available in the General Fund 001, Cost Center 270111 Information Technologoy Infrastructure for the current year and will need to be appropriated in each of the next two fiscal years.

LEGAL CONSIDERATIONS/SIGN-OFF:
The County Attorney has approved the Enterprise Agreement for form and legal sufficiency.

PERSONNEL:
No additional personnel are anticipated for the implementation of this Enterprise Agreement.

POLICY/REQUIREMENT FOR BOARD ACTION:
This recommendation is in compliance with the provision of the Code of Ordinance of Escambia County, Floride, 1999 Chapter 46, Article II, Division 3, Sections 87-90, Purchases and Contracts and F. S. 255-20.

IMPLEMENTATION/COORDINATION:
The Information Technology Department will coordinate efforts on behalf of the County.

Attachments

Microsoft EA Agreement

Primary quote to keep status quo

Presented to Escambia County BoCC, State of Florida

Microsoft Enterprise Agreement Software Assurance OLP/Q Pricing Proposal Florida State Contract # 43230000-951

Description: Component etc...+ Server Licenses	Qty	Price	Ext Price
CoreCAL ALNG SA MVL UsrCAL	1250	$41.50	$51,875.00
WinPro ALNG SA MVL	773	$42.95	$33,200.35
ExchgEntCAL ALNG SA MVL UsrCAL wSrvcs	1250	$18.55	$23,187.50
ExchgSvrEnt ALNG SA MVL	2	$795.00	$1,590.00
SharePointEntCAL ALNG SA MVL UsrCAL	1250	$19.00	$23,750.00
SharePointSvr ALNG SA MVL	2	$1,334.00	$2,668.00
SQLSvrEntCore ALNG SA MVL 2Lic CoreLic (Minimum reflected)	12	$2,675.00	$32,100.00

All pricing herein is customized to meet the infrastructure requirements for this client only. Price sheet date effective: 06/01/2012

Annual Cost	$168,370.85
Cost over 3 year period	$505,112.55

-Cost-

Prepared By: Tom Miner Account Executive - Public Sector
Direct: (813) 342-8526
Email: Tom_Miner@shi.com

Microsoft Volume Licensing

Program Signature Form

MBA/MBSA number	U0275474
Agreement number	01E73214

Proposal ID

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
Enterprise Enrollment	X20-02113 (K451)
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer	
Name of Entity (must be legal entity name)*	Board of County Commissioners, Escambia County, Florida
Signature*	Lumon J May
Printed First and Last Name*	Lumon J. May
Printed Title*	Chairman, Board of County Commissioners, Escambia County, Florida
Signature Date*	December 5, 2013
Tax ID	

*Indicates required field

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT
BY: [signature] DEPUTY CLERK

This document approved as to form and legal sufficiency
By [signature]
Title HCA
Date 11/13/13

BCC Approved 12-05-2013

Microsoft Affiliate	
Microsoft Licensing, GP	
Signature	Microsoft Microsoft Licensing, GP DEC 19 2013 Alis Marriott Duly Authorized on behalf of Microsoft Licensing, GP
Printed First and Last Name	
Printed Title	
Signature Date (date Microsoft Affiliate countersigns)	
Effective Date (may be different than Microsoft's signature date)	11/1/2013

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature*
Printed First and Last Name*
Printed Title*
Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)*
Signature*
Printed First and Last Name*
Printed Title*
Signature Date*

** indicates required field*

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Licensing, GP
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA

15000986

Prepared By: Name of Preparer Email of Preparer



Microsoft | Volume Licensing

Enterprise Enrollment – Custom — State and Local

Enterprise Enrollment number *(Microsoft to complete)*	9025626	Proposal ID	K451
Previous Enrollment number *(Reseller to complete)*	6646827	Earliest expiring previous Enrollment end date[1]	10/31/2013

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrollment Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) any supplemental contact information form or Previous Agreement/Enrollment form that may be required, (5) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement.

All terms used but not defined are located at http://www.microsoft.com/licensing/contracts. In the event of any conflict the terms of this agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. If renewing Software Assurance, the Reseller will need to insert the previous enrollment or agreement number and end date in the respective boxes above.

Term. This Enrollment will expire on the last day of the month, 36 full calendar months from the effective date unless otherwise renewed. Any reference in this Enrollment to "day" will be a calendar day.

Product order. The Reseller will provide Enrolled Affiliate with Enrolled Affiliate's Product pricing and order. Prices and billing terms for all Products ordered will be determined by agreement between Enrolled Affiliate and the Reseller.The Reseller will provide Microsoft with the order separately from this Enrollment.

Prior Enrollment(s). If renewing Software Assurance or Subscription Licenses from another Enrollment or agreement, the previous Enrollment or agreement number and end date must be identified in the respective boxes above. If renewing from multiple Enrollments or agreements, or transferring Software Assurance or MSDN details, the Previous Agreement/Enrollment form must be used.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product List and chosen by Enrolled Affiliate under this Enrollment.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product List and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product List and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products may only be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Qualified Device" means any personal desktop computer, portable computer, workstation, or similar device that is used by or for the benefit of Enrolled Affiliate's Enterprise. It does not include: (1) any computer that is designated as a server and not used as a personal computer, (2) any Industry Device, (3) any device running an embedded operating system (e.g., Windows Phone 7) that does not access a virtual desktop infrastructure, or (4) any device that is not managed and/or controlled either directly or indirectly by Enrolled Affiliate's Enterprise. Enrolled Affiliate may include as a Qualified Device any device which would be excluded above (e.g., Industry Device).

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product List.

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product List, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"Transition" means the conversion of one or more License to or from another License(s). Products eligible for Transition and permitted Transitions are identified in the Product List.

"Transition Period" means the time between the Transition and the next Enrollment anniversary date for which the Transition is reported.

2. *Purpose.*

This Enrollment enables Enrolled Affiliate's Enterprise to obtain, or subscribe to, Licenses for Enterprise Products, Enterprise Online Services, and Additional Products. Enrolled Affiliate may choose between on-premise software and Online Services as well as the ability to transition Licenses to Online Services while maintaining Enterprise-wide coverage. Additionally, Enterprise Online Services may be purchased without Enterprise-wide coverage.

3. *Product Use Rights, Qualifying Systems Licenses and Transitions.*

In addition to applicable terms of the Enterprise Agreement, the following terms apply to this Enrollment:

a. **Product Use Rights.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to the Enrolled Affiliate's use of that Product during the term.

b. **Qualifying systems Licenses.** The operating system Licenses granted under this program is upgrade Licenses only. Full operating system Licenses are not available under this program. If Enrolled Affiliate selects any Desktop Platform, Windows Desktop Operating System Upgrade, or Windows Intune, all Qualified Devices on which Enrolled Affiliate expects to run the Windows Desktop Operating System Upgrade must be licensed to run, and have installed on them, one of the qualifying operating systems identified in the Product List. Note that the list of operating systems that qualify for the Windows Desktop Operating System Upgrade varies with the circumstances of the order. That list is more extensive at the time of the initial order than it is for some subsequent orders and system refreshes during the term of this Enrollment. Exclusions are subject to change when new versions of Windows are released.

   For example: The following are not considered qualifying operating systems: (1) ANY Windows Home or Starter edition; (2) Embedded Systems; and (3) Linux. These are examples of exclusions only and may change. Please see Product List for all current qualifying operating systems.

c. **Transitions.** The following requirements apply to Transitions:

   (i) Licenses with active Software Assurance or Subscription Licenses may be Transitioned at any time if permitted in the Product List. While Enrolled Affiliate may Transition any time, it will not be able to reduce Licenses or associated Software Assurance prior to the end of the Transition Period.

   (ii) If a Transition is made back to a License that had active Software Assurance as of the date of Transition, then Software Assurance will need to be re-ordered for all such Licenses on a prospective basis following the Transition Period. Software Assurance coverage may not exceed the quantity of perpetual Licenses for which Software Assurance was current at the time of any prior Transition. Software Assurance may not be applied to Licenses transferred by Enrolled Affiliate.

   (iii) If a device-based License is Transitioned to a user-based License, all users of the device must be licensed as part of the Transition.

   (iv) If a user-based License is Transitioned to a device-based License, all devices accessed by the user must be licensed as part of the Transition.

d. **Effect of Transition on Licenses.** Transition will not affect Enrolled Affiliate's rights in perpetual Licenses paid in full.

   (i) New version rights will be granted for perpetual Licenses covered by Software Assurance up to the end of the Transition Period.

   (ii) For L&SA not paid in full at the end of the Transition Period, Enrolled Affiliate will have perpetual Licenses for a proportional amount equal to the total of installments paid versus total amounts due (paid and payable) for the Transitioned Product.

   (iii) For L&SA not paid in full or granted a perpetual License in accordance with the above or Subscription Licenses, all rights to Transitioned Licenses cease at the end of the Transition Period.

4. *Pricing.*

a. **Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment are subject to Section 2(e)(i) of the Enterprise

Agreement, as amended, throughout the term of the Enrollment. Price Level's will be captured in the Product Selection Form.

b. **Setting Prices.** Enrolled Affiliate's prices for each Product will be established by its Reseller. Microsoft's prices for Resellers are fixed throughout the Enrollment term based upon current prices at the time of the initial order for the Product. This includes the following:

(i) Any future pricing (if applicable); and

(ii) Prices for Transitions, including any prices related to the use of a Product during the Transition Period (if applicable).

5. *Order requirements.*

a. **Minimum Order Requirements.** Except as may be otherwise agreed to in writing, Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices.

(i) **Initial Order.** Initial order must include at least 250 Licenses from one of the four groups outlined in the Product Selection Form.

(ii) **If choosing Enterprise Products.** If choosing Enterprise Products in a specific group outlined in the Product Selection Form, Enrolled Affiliate's initial order must include an Enterprise-wide selection of one or more Enterprise Products or a mix of Enterprise Products and corresponding Enterprise Online Services for that group.

(iii) **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.

(iv) **Country of Usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.

b. **Adding Products.**

(i) **Adding new Products not previously ordered.** Enrolled Affiliate may add new Enterprise Products by entering into a new Enrollment or as part of a renewal. New Enterprise Online Services may be added by contacting a Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

(ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products must be included in the next true-up order. Enrolled Affiliate must Licenses for Online Services prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product List or (2) included as part of other Licenses (e.g., Enterprise CAL).

c. **True-up orders.** Enrolled Affiliate must submit an annual true-up order that accounts for changes since the initial order or last true-up order, including: (1) any increase in Licenses, including any increase in Qualified Devices or Qualified Users and Reserved Licenses; (2) Transitions (if permitted); or (3) Subscription License quantity reductions (if permitted). Microsoft, at its discretion and as permitted by applicable law, may validate the customer true-up data submitted through a formal product deployment assessment, using an approved Software Asset Management ('SAM') Partner.

The true-up order must be received by Microsoft between 60 and 30 days prior to the Enrollment anniversary date. The third-year anniversary true-up order is due within 30 days prior to the Expiration Date. Enrolled Affiliate may true-up more often than at each Enrollment anniversary date except for Subscription License reductions.

(i) **Enterprise Products.** Enrolled Affiliate must determine the current number of Qualified Devices and Qualified Users (if ordering user-based Licenses) and order the License difference (if any), including any Enterprise Online Services.

(ii) **Additional Products.** For Products which have been previously ordered, Enrolled Affiliate must determine the Additional Products used and order the License difference (if any).

(iii) **Online Services.** For Online Services identified as eligible for true-up orders in the Product List, Enrolled Affiliate must first reserve the additional Licenses prior to use. Microsoft will provide a report of Reserved Licenses in excess of existing orders to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retroactively for the prior year based upon the month in which they were reserved.

(iv) **Late true-up order.** If the true-up order is not received when due:

1) Microsoft will invoice Reseller for all Reserved Licenses not previously ordered.

2) Transitions and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

(v) **Transitions.** Enrolled Affiliate must report all Transitions. Transitions may result in an increase in Licenses to be included on the true-up order and a reduction of Licenses for prior orders. Reductions in Licenses will be effective at end of the Transition Period. Associated invoices will also reflect this change.

(vi) **Subscription License Reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses on a prospective basis if permitted in the Product List as follows:

1) For Subscription Licenses part of an Enterprise-wide commitment, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices identified on the Product Selection Form. Step-up Licenses do not count towards this total count.

2) For Enterprise Online Services not a part of an Enterprise-wide commitment, Licenses can be reduced as long as the initial order minimum requirements are maintained.

3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.

(vii) **Update statement.** An update statement must be submitted instead of a true-up order if, as of the initial order or last true-up order, Enrolled Affiliate's Enterprise has not: (1) changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative. The update statement must be received by Microsoft between 60 and 30 days prior to the Enrollment anniversary date. The last update statement is due at least 30 days prior to the Expiration Date.

d. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

(i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.

(ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

(iii) If Enrolled Affiliate has previously ordered an Online Service as an Additional Product and wants to step-up to an Enterprise Online Service eligible for a Transition, the step-up may be reported as a Transition.

(iv) If Enrolled Affiliate Transitions a License, it may be able to further step-up the Transitioned License. If Enrolled Affiliate chooses to step-up and the step-up License is separately eligible to be Transitioned, such step-up Licenses may result in a License reduction at the Enrollment anniversary date following the step-up.

6. *Payment terms.*

For the initial or renewal order, Enrolled Affiliate may pay upfront or elect to spread its payments over the applicable Enrollment term. If spread payments are elected, unless indicated otherwise, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and on each Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

7. *End of Enrollment term and termination.*

a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.

b. **Renewal Option.** At the Expiration Date, Enrolled Affiliate can renew Products by renewing the Enrollment for one additional 36 full calendar month term or signing a new Enrollment. Microsoft must receive a Product Selection Form and renewal order prior to or at the Expiration Date. The renewal term will start on the day following the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make a change to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new Agreements and Enrollments.

c. **If Enrolled Affiliate elects not to renew.**

(i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring L&SA.

(ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product List, the following options are available at the end of the Enrollment initial or renewal term.

1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price for Enrolled Affiliate's price level as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate does want an Extended Term, Government Partner must submit a request to Microsoft. Microsoft must receive the request not less than 30 days prior to the Expiration Date.

2) **Cancellation during Extended Term.** If Enrolled Affiliate has opted for the Extended Term and later determines not to continue with the Extended Term, Government Partner must submit a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received the notice.

(iii) **Online Services not eligible for an Extended Term.** If Online Services are not identified as eligible for an Extended Term in the Product List, the Licenses will be

cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

(iv) **Customer Data.** Upon expiration or termination of a License for Online Services, Enrolled Affiliate must tell Microsoft whether to:

1) disable its account and then delete its Customer Data ("Data Deletion"); or

2) retain its Customer Data in a limited function account for at least 90 days after expiration or termination of the License for such Online Service (the "Retention Period") so that Enrolled Affiliate may extract its Customer Data.

3) If Enrolled Affiliate indicates Data Deletion, Enrolled Affiliate will not be able to extract its Customer Data. If Enrolled Affiliate indicates it wants a Retention Period, Enrolled Affiliate will be able to extract its Customer Data through Microsoft's standard processes and tools, and Enrolled Affiliate will reimburse Microsoft if there are any applicable costs to the extent allowed by applicable law. If Enrolled Affiliate does not indicate either Data Deletion or a Retention Period, Microsoft will retain Enrolled Affiliate's Customer Data in accordance with the Retention Period.

4) Following the expiration of the Retention Period, Microsoft will disable Enrolled Affiliate's account and then delete its Customer Data.

5) Enrolled Affiliate agrees that, other than as described above, Microsoft has no obligation to continue to hold, export or return Enrolled Affiliate's Customer Data. Enrolled Affiliate agrees Microsoft has no liability whatsoever for deletion of Enrolled Affiliate's Customer Data pursuant to these terms.

d. **Termination.**

(i) **Termination for cause.** Either party to an Enrollment may terminate it if the other party materially breaches its obligations under this agreement, including any obligation to submit orders or pay invoices (even if such non-payment is caused by non-appropriation of funds). Except where the breach is by its nature not curable within 30 days, the terminating party must give the other party 30 days notice and opportunity to cure..

(ii) The parties acknowledge and agree that the State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. In the event funds are not appropriated by the Legislature, the State of Florida will provide 30 days written notice to Microsoft of such non-appropriation and intent to terminate any applicable Enrollments. (iii)

(iii) **Early termination.**

If (1) an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or (2) if Microsoft terminates an Enrollment because the Enrolled Affiliate has ceased to be an Affiliate of Customer, or (3) Enrolled Affiliate terminates an Enrollment for non-appropriation of funds, or (4) Microsoft terminate an Enrollment for non-payment due to non-appropriation of funds, then the Enrolled Affiliate will have the following options:

- It may immediately pay the total remaining amount due, including all installments, in which case, the Enrolled Affiliate will have perpetual rights for all Licenses it has ordered; or
- ~~It may pay only amounts due as of the termination date, in which case the Enrolled Affiliate will have perpetual Licenses for:~~

1) all copies of Products (including the latest version of Products ordered under SA coverage in the current term) for which payment has been made in full, and

2) the number of copies of Products it has ordered (including the latest version of Products ordered under Software Assurance coverage in current term) that is proportional to the total of

installment payments paid versus total amounts due (paid and payable) if the early termination had not occurred.

Nothing in this section shall affect perpetual License rights acquired either in a separate agreement or in a prior term of the terminated Enrollment.

(iv) **Effect of termination or expiration.** When an Enrollment expires or is terminated,

- Enrolled Affiliate must order Licenses for all copies of Products it has run for which it has not previously submitted an order. Any and all unpaid payments or any order of any kind, including subscription services, remain due and payable. Except as provided in the subsection titled "Early termination," all unpaid payments for Licenses immediately become due and payable.
- Enrolled Affiliate's right to Software Assurance benefits under this agreement ends if it does not renew Software Assurance.

(v) **Modification or termination of an Online Service for regulatory reasons.** Microsoft may modify or terminate an Online Service where there is any current or future government requirement or obligation that: (1) subjects Microsoft to any regulation or requirement not generally applicable to businesses operating there; (2) presents a hardship for Microsoft to continue operating the Online Service without modification; and/or (3) causes Microsoft to believe these terms or the Online Service may be in conflict with any such requirement or obligation. For example, Microsoft may modify or terminate an Online Service in connection with a government requirement that would cause Microsoft to be regulated as a telecommunications provider.

(vi) **Enterprise Agreement Program updates.** Microsoft may make a change to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments.For Subscription Licenses, in the event of a breach by Microsoft, Microsoft will issue Reseller a credit for any amount paid in advance that would apply after the date of termination.

Enrollment Details

1. Enrolled Affiliate's Enterprise.

Identify which Affiliates are included in the Enterprise. Check only one box in this section:

☒ Enrolled Affiliate

☐ Enrolled Affiliate and the following Affiliate(s):

☐ Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Exclude future Affiliates

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at https://www.microsoft.com/licensing/servicecenter.

a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others.

Name of entity (must be legal entity name)* Board of County Commissioners, Escambia County, Florida
Contact name* First David Last Musselwhite
Contact email address* damussel@co.escambia.fl.us
Street address* 221 Palafox Place, Suite 210
City* Pensacola State/Province* FL
Postal code* 32502-5835
~~(For U.S. addresses, please provide the zip+4, e.g. xxxxx-xxxx)~~
Country* USA
Phone* (850) 554-3081 Fax
Tax ID

b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized for applicable Online Services to add or reassign Licenses, step-up, and initiate Transitions prior to a true-up order.

☐ Same as primary contact
Name of entity* Board of County Commissioners, Escambia County, Florida
Contact name* First Shawn P. Last Fletcher
Contact email address* SPFLETCH@co.escambia.fl.us
Street address* 221 Palafox Place, Suite 210
City* Pensacola State/Province* FL
Postal code* 32502-5835
(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)
Country* USA
Phone* (850) 554-3081 Fax
Language preference. Choose the language for notices. English
☐ This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

c. **Microsoft Account Manager.** Microsoft Account Manager for this Enrolled Affiliate is:

Microsoft account manager name: Deana Bieg
Microsoft account manager email address: debieg@microsoft.com

d. **Media delivery contact (DO NOT COMPLETE IF ATTACHING MEDIA ELECTION FORM).** This is the contact at the ship to/electronic delivery address.

☒ Same as notices contact and Online Administrator
Name of entity*
Contact name: First* Last*
Contact email address (required for online access)*
Street address (no PO boxes accepted)*
City* State/Province*
Postal code* -
(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)
Country*
Phone* Fax

e. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses, step-up, and initiate Transitions prior to a true-up order.

☒ Same as notices contact and Online Administrator
Name of entity*
Contact name*: First Last
Contact email address*
Street address*
City* State/Province* Postal code*
Country*
Phone* Fax
☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

f. **Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* SHI International Corp
Street address (PO boxes will not be accepted)* 290 Davidson Ave.
City* State/Province* NJ Postal code* 08873
SOMERSET

Country* USA
Contact name* ANDREW MORSE
Phone* 888-764-8888 Fax
Contact email address* MSTEAM@SHI.COM
The undersigned confirms that the information is correct.

Name of Reseller* SHI International Corp
Signature* Andrew Morse
Printed name* ANDREW MORSE
Printed title* CONTRACTS SPECIALIST
Date* 12-12-2013

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

g. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*

- Additional notices contact
- Software Assurance manager
- Subscriptions manager
- Customer Support Manager (CSM) contact

3. *Financing elections.*

Is a purchase under this Enrollment being financed through MS Financing? ☐ Yes, ☒ No.

Enterprise and Enterprise Subscription Enrollment Product Selection Form – Amendment ID CTM -SplitCC

The following Amendment *replaces* the standard Enterprise and Enterprise Subscription Enrollment Product Selection Form and Amends the "Order Requirements" Section of the Enrollment.

This Amendment enables the Enrolled Affiliate the ability to meet the initial Enrollment Order requirements with Products other than Enterprise Products and Enterprise Online Services Products. These Products are captured under the Platform Option of "Enterprise Product Components" specified in Step 1 below. Enrolled Affiliate may select "Enterprise Product Components" for all Qualified Users/Devices without the requirement of also having Enterprise Products or Enterprise Online Services specified on this Amendment.

Step 1. Please indicate whether Enrolled Affiliate is ordering Enterprise Products or Enterprise Online Services on the initial enrollment order. Choose both if applicable.

☒ **Enterprise Products.** Choose platform option: Components only (not full platform)

Qualified Devices: 773 **Qualified Users:** 1250

☐ **Enterprise Online Services**

Step 2. Select the Products and Quantities Enrolled Affiliate is ordering on its initial Enrollment Order. Quantity may not include any Licenses which Enrolled Affiliate has selected for optional future use, or to which it is transitioning or stepping up within enrollment term. Products for which the Enrolled Affiliate has an option to transition or step-up should be listed in Step 3.

Products[2]	Quantity
Office Professional Plus	
Office Pro Plus	
Office Pro Plus for Office 365	
Office Standard	
Office 365 Plans[1]	
Office 365 (Plan E1)	
Office 365 (Plan E2)	
Office 365 (Plan E3)	
Office 365 (Plan E4)	

Products[2]	Quantity
Client Access License (CAL). Choose 1 option for either Core CAL or Enterprise CAL	
☒ Core CAL, including Bridge CAL's (if applicable)	
Core CAL	1250
Core CAL Bridge for Office 365	
Core CAL Bridge for Windows Intune	
Core CAL Bridge for Office 365 and Windows Intune	
☐ Enterprise CAL (ECAL)	
ECAL	
ECAL Bridge for Office 365	
ECAL Bridge for Windows Intune	
ECAL Bridge for Office 365 and Windows Intune	
The Client Access License selection must be the same across the Enterprise. Specify whether licensing CAL per Device or User: User	
Enterprise Product Components. Choose 1 or multiple Components	
☐ Windows CAL	
☐ Exchange Standard CAL	
☐ SharePoint Standard CAL	
☐ Lync Server Standard CAL	
☐ System Center Configuration Manager Client ML	
☐ Forefront End Point Protection	
☐ Windows Remote Desktop Services CAL	
☒ Exchange Enterprise CAL	1250
☒ SharePoint Enterprise CAL	1250
☐ Lync Server Enterprise CAL	
☐ System Center Client Management Suite ML	
☐ Forefront Protection Suite	
☐ Forefront Unified Access Gateway CAL	
The Client Access License selection must be the same across the Enterprise. Specify whether licensing CAL per Device or User: User	
Windows Desktop	
Windows OS Upgrade	773
Windows VDA	
Windows Intune	
Windows Intune	
Windows Intune Add-on[3]	
Other Enterprise Products	
Microsoft Desktop Optimization Pack (MDOP)[4]	
SQL Server Device CAL	
SQL Server User CAL	

If selecting Windows Desktop or Windows Intune option, Enrolled Affiliate acknowledges the following:

a. The Windows Desktop Operating System Upgrade licenses offered through this Enrollment are not full licenses. The Enrolled Affiliate and any included Affiliates have qualifying operating system licenses for all devices on which the Windows Desktop Operating System Upgrade or Windows Intune licenses are run.

b. In order to use a third party to reimage the Windows Operating System Upgrade, Enrolled Affiliate must certify that Enrolled Affiliate has acquired qualifying operating system licenses. See the Product List for details.

Step 3. Indicate new Enterprise Products and Online Services Enrolled Affiliate has selected for optional future use where not selected on the initial enrollment order (above):

Products[2]
☐ Office Pro Plus for Office 365
☐ Office 365 (Plan E1)
☐ Office 365 (Plan E2)
☐ Office 365 (Plan E3)
☐ Office 365 (Plan E4)
☐ Enterprise CAL (ECAL) Step-up, including Bridge CALs
☐ Windows Intune
☐ Windows Intune Add-on[3]

Step 4. Establish the Enrolled Affiliate's Price Level. Enrolled Affiliate must first count the quantity of Software Assurance and Licenses in each of the groups as described below by using the quantities entered in the above table. If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "D" throughout the term of the Enrollment. Do not include Bridge CALs, as License quantities are determined by the corresponding Enterprise Online Service(s).

Products	Price Group	Qty from above
Office Professional Plus + Office Professional Plus for Office 365 + Office 365 (Plans E2–E4)	1	
Client Access License + Office 365 (Plans E1-E4) + Enterprise Product Components	2	1250
Client Access License + Windows Intune Add-on + Windows Intune + Enterprise Product Components	3	1250
Windows Desktop Upgrade + Windows VDA + Windows Intune	4	773

Qty	Price Level
250 and Above	D

Product Offering/Pool	Price Level
Enterprise Products and Enterprise Online Services: Set price level using the highest quantity from Groups 1 through 4	D
Additional Product Application Pool: Set price level using quantity from Group 1	D
Additional Product Server Pool: Set price level using the highest quantity from Group 2 or 3	D
Additional Product Systems Pool: Set price level using quantity from Group 4	D

[1] Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.
[2] Additional Products may be included on the order, but are not selected on this form.
[3] Windows Intune Add-on requires purchase of Windows OS Upgrade or Windows VDA.
[4] MDOP requires purchase of Windows OS Upgrade, Windows VDA, or Windows Intune.

This form must be attached to a signature form to be valid.

ESCAMBIA COUNTY
CLERK'S ORIGINAL
12/5/2013 CAR II-16

Document Revision Authorization

By signing below, you agree to allow the SHI Microsoft Contracts Audit Team to make necessary cosmetic changes and minor revisions to your Microsoft Documentation Package including, but not limited to, the following:

- Correcting typographical errors
- Adding/correcting previous enrollment / agreement numbers and or expiration dates
- Adding/correcting amendment ID numbers
- Adding PO #'s (supplied by you) to a CPS (Customer Price Sheet)

(Your Microsoft Document Package may include some of the following documents: Enrollment Paperwork, Previous Enrollment Forms, Amendments, CPS, etc.)

Additionally, you acknowledge that:

- You will be notified of any and all change(s) the SHI Microsoft Contracts team makes while submitting your Enrollment to Microsoft.
- Changes made by the SHI Microsoft Contracts team will NOT alter any terms and/or conditions of your agreement nor will these changes alter the pricing for your Enrollment.

Date: 12/9/2013 Verified By: BHuie

Customer Name
Board of County Commissioners, Escambia County, Florida
Customer Representative Signature
Customer Printed Name and Title Lumon J. May, Chairman, Escambia County Bcc
Date December 5, 2013

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT
SEAL
BY: DEPUTY CLERK

This document approved as to form and legal sufficiency.
By: _____
Title: _____
Date 12/5/13

BCC Approved 12-05-2013

Forthcoming Purchase Order Authorization

By signing below, you agree that your organization: Board of County Commissioners, Escambia County, Florida, recognizes and accepts all terms and responsibility to pay each annual installment of $168,370.85 per year to SHI within the "net 30 days" terms as arranged and established between Board of County Commissioners, Escambia County, Florida & SHI International Corp (with a total 3 year commitment of: $505,112.55).

Furthermore Board of County Commissioners, Escambia County, Florida will submit a PO to be followed by a check for payment within the stipulated 30 days of receiving an invoice from SHI International Corp. for payment.

We hereby validate that the Ship to address 221 Palafox Place, Suite 210 Pensacola FL 32502 and our Bill to address is: 221 Palafox Place, Suite 210 Pensacola FL 32502

Customer Name Board of County Commissioners, Escambia County, Florida
Customer Representative Signature
Customer Printed Name and Title Lumon J. May, Chairman, Board of County Commissioners, Escambia County, Florida
Date December 5, 2013

This document approved as to form and legal sufficiency
By
Title
Date 11/13/13

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT
BY: Stephanie Harris
DEPUTY CLERK

BCC Approved 12-05-2013

Date: 12/9/2013 Verified By:

Microsoft Volume Licensing

Program Signature Form

MBA/MBSA number	U0275474
Agreement number	01E73214

Proposal ID

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
Enterprise Enrollment	X20-02113 (K451)
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer	
Name of Entity (must be legal entity name)* Board of County Commissioners, Escambia County, Florida	
Signature* Lumon J May	
Printed First and Last Name* Lumon J. May	
Printed Title* Chairman, Board of County Commissioners, Escambia County, Florida	
Signature Date* December 5, 2013	
Tax ID	

*indicates required field

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT
BY: Deputy Clerk
DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS * ESCAMBIA COUNTY, FLORIDA

BCC Approved 12-05-2013

This document approved as to form and legal sufficiency
By
Title ACA
Date 11/13/13

Microsoft Affiliate	
Microsoft Licensing, GP	
Signature	Microsoft Licensing, GP DEC 19 2013 Alis Marriott Duly Authorized on behalf of Microsoft Licensing, GP
Printed First and Last Name	
Printed Title	
Signature Date (date Microsoft Affiliate countersigns)	
Effective Date (may be different than Microsoft's signature date) 11/1/2013	

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature*
Printed First and Last Name*
Printed Title*
Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)*
Signature*
Printed First and Last Name*
Printed Title*
Signature Date*

** indicates required field*

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Licensing, GP
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA

Prepared By: Name of Preparer Email of Preparer



Microsoft | Volume Licensing

Enterprise Enrollment – Custom State and Local

Enterprise Enrollment number *(Microsoft to complete)*	9025626	Proposal ID	K451
Previous Enrollment number *(Reseller to complete)*	6645827	Earliest expiring previous Enrollment end date [1]	10/31/2013

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrollment Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) any supplemental contact information form or Previous Agreement/Enrollment form that may be required, (5) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement.

All terms used but not defined are located at http://www.microsoft.com/licensing/contracts. In the event of any conflict the terms of this agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. If renewing Software Assurance, the Reseller will need to insert the previous enrollment or agreement number and end date in the respective boxes above.

Term. This Enrollment will expire on the last day of the month, 36 full calendar months from the effective date unless otherwise renewed. Any reference in this Enrollment to "day" will be a calendar day.

Product order. The Reseller will provide Enrolled Affiliate with Enrolled Affiliate's Product pricing and order. Prices and billing terms for all Products ordered will be determined by agreement between Enrolled Affiliate and the Reseller.The Reseller will provide Microsoft with the order separately from this Enrollment.

Prior Enrollment(s). If renewing Software Assurance or Subscription Licenses from another Enrollment or agreement, the previous Enrollment or agreement number and end date must be identified in the respective boxes above. If renewing from multiple Enrollments or agreements, or transferring Software Assurance or MSDN details, the Previous Agreement/Enrollment form must be used.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product List and chosen by Enrolled Affiliate under this Enrollment.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product List and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product List and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products may only be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Qualified Device" means any personal desktop computer, portable computer, workstation, or similar device that is used by or for the benefit of Enrolled Affiliate's Enterprise. It does not include: (1) any computer that is designated as a server and not used as a personal computer, (2) any Industry Device, (3) any device running an embedded operating system (e.g., Windows Phone 7) that does not access a virtual desktop infrastructure, or (4) any device that is not managed and/or controlled either directly or indirectly by Enrolled Affiliate's Enterprise. Enrolled Affiliate may include as a Qualified Device any device which would be excluded above (e.g., Industry Device).

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product List.

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product List, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"Transition" means the conversion of one or more License to or from another License(s). Products eligible for Transition and permitted Transitions are identified in the Product List.

"Transition Period" means the time between the Transition and the next Enrollment anniversary date for which the Transition is reported.

2. *Purpose.*

This Enrollment enables Enrolled Affiliate's Enterprise to obtain, or subscribe to, Licenses for Enterprise Products, Enterprise Online Services, and Additional Products. Enrolled Affiliate may choose between on-premise software and Online Services as well as the ability to transition Licenses to Online Services while maintaining Enterprise-wide coverage. Additionally, Enterprise Online Services may be purchased without Enterprise-wide coverage.

3. *Product Use Rights, Qualifying Systems Licenses and Transitions.*

In addition to applicable terms of the Enterprise Agreement, the following terms apply to this Enrollment:

a. **Product Use Rights.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to the Enrolled Affiliate's use of that Product during the term.

b. **Qualifying systems Licenses.** The operating system Licenses granted under this program is upgrade Licenses only. Full operating system Licenses are not available under this program. If Enrolled Affiliate selects any Desktop Platform, Windows Desktop Operating System Upgrade, or Windows Intune, all Qualified Devices on which Enrolled Affiliate expects to run the Windows Desktop Operating System Upgrade must be licensed to run, and have installed on them, one of the qualifying operating systems identified in the Product List. Note that the list of operating systems that qualify for the Windows Desktop Operating System Upgrade varies with the circumstances of the order. That list is more extensive at the time of the initial order than it is for some subsequent orders and system refreshes during the term of this Enrollment. Exclusions are subject to change when new versions of Windows are released.

   For example: The following are not considered qualifying operating systems: (1) ANY Windows Home or Starter edition; (2) Embedded Systems; and (3) Linux. These are examples of exclusions only and may change. Please see Product List for all current qualifying operating systems.

c. **Transitions.** The following requirements apply to Transitions:

   (i) Licenses with active Software Assurance or Subscription Licenses may be Transitioned at any time if permitted in the Product List. While Enrolled Affiliate may Transition any time, it will not be able to reduce Licenses or associated Software Assurance prior to the end of the Transition Period.

   (ii) If a Transition is made back to a License that had active Software Assurance as of the date of Transition, then Software Assurance will need to be re-ordered for all such Licenses on a prospective basis following the Transition Period. Software Assurance coverage may not exceed the quantity of perpetual Licenses for which Software Assurance was current at the time of any prior Transition. Software Assurance may not be applied to Licenses transferred by Enrolled Affiliate.

   (iii) If a device-based License is Transitioned to a user-based License, all users of the device must be licensed as part of the Transition.

   (iv) If a user-based License is Transitioned to a device-based License, all devices accessed by the user must be licensed as part of the Transition.

d. **Effect of Transition on Licenses.** Transition will not affect Enrolled Affiliate's rights in perpetual Licenses paid in full.

   (i) New version rights will be granted for perpetual Licenses covered by Software Assurance up to the end of the Transition Period.

   (ii) For L&SA not paid in full at the end of the Transition Period, Enrolled Affiliate will have perpetual Licenses for a proportional amount equal to the total of installments paid versus total amounts due (paid and payable) for the Transitioned Product.

   (iii) For L&SA not paid in full or granted a perpetual License in accordance with the above or Subscription Licenses, all rights to Transitioned Licenses cease at the end of the Transition Period.

4. Pricing.

a. **Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment are subject to Section 2(e)(i) of the Enterprise

Agreement, as amended, throughout the term of the Enrollment. Price Level's will be captured in the Product Selection Form.

b. Setting Prices. Enrolled Affiliate's prices for each Product will be established by its Reseller. Microsoft's prices for Resellers are fixed throughout the Enrollment term based upon current prices at the time of the initial order for the Product. This includes the following:

(i) Any future pricing (if applicable); and

(ii) Prices for Transitions, including any prices related to the use of a Product during the Transition Period (if applicable).

5. Order requirements.

a. Minimum Order Requirements. Except as may be otherwise agreed to in writing, Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices.

(i) Initial Order. Initial order must include at least 250 Licenses from one of the four groups outlined in the Product Selection Form.

(ii) If choosing Enterprise Products. If choosing Enterprise Products in a specific group outlined in the Product Selection Form, Enrolled Affiliate's initial order must include an Enterprise-wide selection of one or more Enterprise Products or a mix of Enterprise Products and corresponding Enterprise Online Services for that group.

(iii) Additional Products. Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.

(iv) Country of Usage. Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.

b. Adding Products.

(i) Adding new Products not previously ordered. Enrolled Affiliate may add new Enterprise Products by entering into a new Enrollment or as part of a renewal. New Enterprise Online Services may be added by contacting a Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

(ii) Adding Licenses for previously ordered Products. Additional Licenses for previously ordered Products must be included in the next true-up order. Enrolled Affiliate must Licenses for Online Services prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product List or (2) included as part of other Licenses (e.g., Enterprise CAL).

c. True-up orders. Enrolled Affiliate must submit an annual true-up order that accounts for changes since the initial order or last true-up order, including: (1) any increase in Licenses, including any increase in Qualified Devices or Qualified Users and Reserved Licenses; (2) Transitions (if permitted); or (3) Subscription License quantity reductions (if permitted). Microsoft, at its discretion and as permitted by applicable law, may validate the customer true-up data submitted through a formal product deployment assessment, using an approved Software Asset Management ('SAM') Partner.

The true-up order must be received by Microsoft between 60 and 30 days prior to the Enrollment anniversary date. The third-year anniversary true-up order is due within 30 days prior to the Expiration Date. Enrolled Affiliate may true-up more often than at each Enrollment anniversary date except for Subscription License reductions.

(i) Enterprise Products. Enrolled Affiliate must determine the current number of Qualified Devices and Qualified Users (if ordering user-based Licenses) and order the License difference (if any), including any Enterprise Online Services.

(ii) **Additional Products.** For Products which have been previously ordered, Enrolled Affiliate must determine the Additional Products used and order the License difference (if any).

(iii) **Online Services.** For Online Services identified as eligible for true-up orders in the Product List, Enrolled Affiliate must first reserve the additional Licenses prior to use. Microsoft will provide a report of Reserved Licenses in excess of existing orders to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retroactively for the prior year based upon the month in which they were reserved.

(iv) **Late true-up order.** If the true-up order is not received when due:

1) Microsoft will invoice Reseller for all Reserved Licenses not previously ordered.

2) Transitions and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

(v) **Transitions.** Enrolled Affiliate must report all Transitions. Transitions may result in an increase in Licenses to be included on the true-up order and a reduction of Licenses for prior orders. Reductions in Licenses will be effective at end of the Transition Period. Associated invoices will also reflect this change.

(vi) **Subscription License Reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses on a prospective basis if permitted in the Product List as follows:

1) For Subscription Licenses part of an Enterprise-wide commitment, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices identified on the Product Selection Form. Step-up Licenses do not count towards this total count.

2) For Enterprise Online Services not a part of an Enterprise-wide commitment, Licenses can be reduced as long as the initial order minimum requirements are maintained.

3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.

(vii) **Update statement.** An update statement must be submitted instead of a true-up order if, as of the initial order or last true-up order, Enrolled Affiliate's Enterprise has not: (1) changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative. The update statement must be received by Microsoft between 60 and 30 days prior to the Enrollment anniversary date. The last update statement is due at least 30 days prior to the Expiration Date.

d. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

(i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.

(ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

(iii) If Enrolled Affiliate has previously ordered an Online Service as an Additional Product and wants to step-up to an Enterprise Online Service eligible for a Transition, the step-up may be reported as a Transition.

(iv) If Enrolled Affiliate Transitions a License, it may be able to further step-up the Transitioned License. If Enrolled Affiliate chooses to step-up and the step-up License is separately eligible to be Transitioned, such step-up Licenses may result in a License reduction at the Enrollment anniversary date following the step-up.

6. *Payment terms.*

For the initial or renewal order, Enrolled Affiliate may pay upfront or elect to spread its payments over the applicable Enrollment term. If spread payments are elected, unless indicated otherwise, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and on each Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

7. *End of Enrollment term and termination.*

a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.

b. **Renewal Option.** At the Expiration Date, Enrolled Affiliate can renew Products by renewing the Enrollment for one additional 36 full calendar month term or signing a new Enrollment. Microsoft must receive a Product Selection Form and renewal order prior to or at the Expiration Date. The renewal term will start on the day following the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make a change to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new Agreements and Enrollments.

c. **If Enrolled Affiliate elects not to renew.**

(i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring L&SA.

(ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product List, the following options are available at the end of the Enrollment initial or renewal term.

1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price for Enrolled Affiliate's price level as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate does want an Extended Term, Government Partner must submit a request to Microsoft. Microsoft must receive the request not less than 30 days prior to the Expiration Date.

2) **Cancellation during Extended Term.** If Enrolled Affiliate has opted for the Extended Term and later determines not to continue with the Extended Term, Government Partner must submit a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received the notice.

(iii) **Online Services not eligible for an Extended Term.** If Online Services are not identified as eligible for an Extended Term in the Product List, the Licenses will be

cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

(iv) **Customer Data.** Upon expiration or termination of a License for Online Services, Enrolled Affiliate must tell Microsoft whether to:

1) disable its account and then delete its Customer Data ("Data Deletion"); or

2) retain its Customer Data in a limited function account for at least 90 days after expiration or termination of the License for such Online Service (the "Retention Period") so that Enrolled Affiliate may extract its Customer Data.

3) If Enrolled Affiliate indicates Data Deletion, Enrolled Affiliate will not be able to extract its Customer Data. If Enrolled Affiliate indicates it wants a Retention Period, Enrolled Affiliate will be able to extract its Customer Data through Microsoft's standard processes and tools, and Enrolled Affiliate will reimburse Microsoft if there are any applicable costs to the extent allowed by applicable law. If Enrolled Affiliate does not indicate either Data Deletion or a Retention Period, Microsoft will retain Enrolled Affiliate's Customer Data in accordance with the Retention Period.

4) Following the expiration of the Retention Period, Microsoft will disable Enrolled Affiliate's account and then delete its Customer Data.

5) Enrolled Affiliate agrees that, other than as described above, Microsoft has no obligation to continue to hold, export or return Enrolled Affiliate's Customer Data. Enrolled Affiliate agrees Microsoft has no liability whatsoever for deletion of Enrolled Affiliate's Customer Data pursuant to these terms.

d. Termination.

(i) **Termination for cause.** Either party to an Enrollment may terminate it if the other party materially breaches its obligations under this agreement, including any obligation to submit orders or pay invoices (even if such non-payment is caused by non-appropriation of funds). Except where the breach is by its nature not curable within 30 days, the terminating party must give the other party 30 days notice and opportunity to cure..

(ii) The parties acknowledge and agree that the State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. In the event funds are not appropriated by the Legislature, the State of Florida will provide 30 days written notice to Microsoft of such non-appropriation and intent to terminate any applicable Enrollments. (iii)

(iii) **Early termination.**

If (1) an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or (2) if Microsoft terminates an Enrollment because the Enrolled Affiliate has ceased to be an Affiliate of Customer, or (3) Enrolled Affiliate terminates an Enrollment for non-appropriation of funds, or (4) Microsoft terminate an Enrollment for non-payment due to non-appropriation of funds, then the Enrolled Affiliate will have the following options:

- It may immediately pay the total remaining amount due, including all installments, in which case, the Enrolled Affiliate will have perpetual rights for all Licenses it has ordered; or
- It may pay only amounts due as of the termination date, in which case the Enrolled Affiliate will have perpetual Licenses for:

1) all copies of Products (including the latest version of Products ordered under SA coverage in the current term) for which payment has been made in full, and

2) the number of copies of Products it has ordered (including the latest version of Products ordered under Software Assurance coverage in current term) that is proportional to the total of

installment payments paid versus total amounts due (paid and payable) if the early termination had not occurred.

Nothing in this section shall affect perpetual License rights acquired either in a separate agreement or in a prior term of the terminated Enrollment.

(iv) **Effect of termination or expiration.** When an Enrollment expires or is terminated,

- Enrolled Affiliate must order Licenses for all copies of Products it has run for which it has not previously submitted an order. Any and all unpaid payments or any order of any kind, including subscription services, remain due and payable. Except as provided in the subsection titled "Early termination," all unpaid payments for Licenses immediately become due and payable.
- Enrolled Affiliate's right to Software Assurance benefits under this agreement ends if it does not renew Software Assurance.

(v) **Modification or termination of an Online Service for regulatory reasons.** Microsoft may modify or terminate an Online Service where there is any current or future government requirement or obligation that: (1) subjects Microsoft to any regulation or requirement not generally applicable to businesses operating there; (2) presents a hardship for Microsoft to continue operating the Online Service without modification; and/or (3) causes Microsoft to believe these terms or the Online Service may be in conflict with any such requirement or obligation. For example, Microsoft may modify or terminate an Online Service in connection with a government requirement that would cause Microsoft to be regulated as a telecommunications provider.

(vi) **Enterprise Agreement Program updates.** Microsoft may make a change to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments.For Subscription Licenses, in the event of a breach by Microsoft, Microsoft will issue Reseller a credit for any amount paid in advance that would apply after the date of termination.

Enrollment Details

1. Enrolled Affiliate's Enterprise.

Identify which Affiliates are included in the Enterprise. Check only one box in this section:

☒ Enrolled Affiliate

☐ Enrolled Affiliate and the following Affiliate(s):

☐ Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Exclude future Affiliates

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at https://www.microsoft.com/licensing/servicecenter.

a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others.

Name of entity (must be legal entity name)* Board of County Commissioners, Escambia County, Florida
Contact name* **First** David **Last** Musselwhite
Contact email address* damussel@co.escambia.fl.us
Street address* 221 Palafox Place, Suite 210
City* Pensacola **State/Province*** FL
Postal code* 32502-5835
(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)
Country* USA
Phone* (850) 554-3081 **Fax**
Tax ID

b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized for applicable Online Services to add or reassign Licenses, step-up, and initiate Transitions prior to a true-up order.

☐ Same as primary contact
Name of entity* Board of County Commissioners, Escambia County, Florida
Contact name* First Shawn P. **Last** Fletcher
Contact email address* SPFLETCH@co.escambia.fl.us
Street address* 221 Palafox Place, Suite 210
City* Pensacola **State/Province*** FL
Postal code* 32502-5835
(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)
Country* USA
Phone* (850) 554-3081 **Fax**
Language preference. Choose the language for notices. English
☐ This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

c. **Microsoft Account Manager.** Microsoft Account Manager for this Enrolled Affiliate is:

Microsoft account manager name: Deana Bieg
Microsoft account manager email address: debieg@microsoft.com

d. **Media delivery contact (DO NOT COMPLETE IF ATTACHING MEDIA ELECTION FORM).** This is the contact at the ship to/electronic delivery address.

☒ Same as notices contact and Online Administrator
Name of entity*
Contact name: First* **Last***
Contact email address (required for online access)*
Street address (no PO boxes accepted)*
City* **State/Province***
Postal code* -
(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)
Country*
Phone* **Fax**

e. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses, step-up, and initiate Transitions prior to a true-up order.

☒ Same as notices contact and Online Administrator
Name of entity*
Contact name*: First **Last**
Contact email address*
Street address*
City* **State/Province*** **Postal code***
Country*
Phone* **Fax**
☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

f. **Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* SHI International Corp
Street address (PO boxes will not be accepted)* 290 Davidson Ave.
City* **State/Province*** NJ **Postal code*** 08873
SOMERSET

Country* USA
Contact name* ANDREW MORSE
Phone* 888-764-8888 **Fax**
Contact email address* MSTEAM@SHI.COM
The undersigned confirms that the information is correct.

Name of Reseller* SHI International Corp
Signature* Andrew Morse
Printed name* ANDREW MORSE
Printed title* CONTRACTS SPECIALIST
Date* 12-12-2013

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

g. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*

- Additional notices contact
- Software Assurance manager
- Subscriptions manager
- Customer Support Manager (CSM) contact

3. Financing elections.

Is a purchase under this Enrollment being financed through MS Financing? ☐ Yes, ☒ No.

Enterprise and Enterprise Subscription Enrollment Product Selection Form – Amendment ID CTM -SplitCC

The following Amendment *replaces* the standard Enterprise and Enterprise Subscription Enrollment Product Selection Form and Amends the "Order Requirements" Section of the Enrollment.

This Amendment enables the Enrolled Affiliate the ability to meet the initial Enrollment Order requirements with Products other than Enterprise Products and Enterprise Online Services Products. These Products are captured under the Platform Option of "Enterprise Product Components" specified in Step 1 below. Enrolled Affiliate may select "Enterprise Product Components" for all Qualified Users/Devices without the requirement of also having Enterprise Products or Enterprise Online Services specified on this Amendment.

Step 1. Please indicate whether Enrolled Affiliate is ordering Enterprise Products or Enterprise Online Services on the initial enrollment order. Choose both if applicable.

☒ **Enterprise Products.** Choose platform option: Components only (not full platform)

Qualified Devices: 773 **Qualified Users:** 1250

☐ **Enterprise Online Services**

Step 2. Select the Products and Quantities Enrolled Affiliate is ordering on its initial Enrollment Order. Quantity may not include any Licenses which Enrolled Affiliate has selected for optional future use, or to which it is transitioning or stepping up within enrollment term. Products for which the Enrolled Affiliate has an option to transition or step-up should be listed in Step 3.

Products[2]	Quantity
Office Professional Plus	
Office Pro Plus	
Office Pro Plus for Office 365	
Office Standard	
Office 365 Plans[1]	
Office 365 (Plan E1)	
Office 365 (Plan E2)	
Office 365 (Plan E3)	
Office 365 (Plan E4)	

Products[2]	Quantity
Client Access License (CAL). Choose 1 option for either Core CAL or Enterprise CAL	
☒ Core CAL, including Bridge CAL's (if applicable)	
Core CAL	1250
Core CAL Bridge for Office 365	
Core CAL Bridge for Windows Intune	
Core CAL Bridge for Office 365 and Windows Intune	
☐ Enterprise CAL (ECAL)	
ECAL	
ECAL Bridge for Office 365	
ECAL Bridge for Windows Intune	
ECAL Bridge for Office 365 and Windows Intune	
The Client Access License selection must be the same across the Enterprise. Specify whether licensing CAL per Device or User: User	
Enterprise Product Components. Choose 1 or multiple Components	
☐ Windows CAL	
☐ Exchange Standard CAL	
☐ SharePoint Standard CAL	
☐ Lync Server Standard CAL	
☐ System Center Configuration Manager Client ML	
☐ Forefront End Point Protection	
☐ Windows Remote Desktop Services CAL	
☒ Exchange Enterprise CAL	1250
☒ SharePoint Enterprise CAL	1250
☐ Lync Server Enterprise CAL	
☐ System Center Client Management Suite ML	
☐ Forefront Protection Suite	
☐ Forefront Unified Access Gateway CAL	
The Client Access License selection must be the same across the Enterprise. Specify whether licensing CAL per Device or User: User	
Windows Desktop	
Windows OS Upgrade	773
Windows VDA	
Windows Intune	
Windows Intune	
Windows Intune Add-on[3]	
Other Enterprise Products	
Microsoft Desktop Optimization Pack (MDOP)[4]	
SQL Server Device CAL	
SQL Server User CAL	

If selecting Windows Desktop or Windows Intune option, Enrolled Affiliate acknowledges the following:

a. The Windows Desktop Operating System Upgrade licenses offered through this Enrollment are not full licenses. The Enrolled Affiliate and any included Affiliates have qualifying operating system licenses for all devices on which the Windows Desktop Operating System Upgrade or Windows Intune licenses are run.

b. In order to use a third party to reimage the Windows Operating System Upgrade, Enrolled Affiliate must certify that Enrolled Affiliate has acquired qualifying operating system licenses. See the Product List for details.

Step 3. Indicate new Enterprise Products and Online Services Enrolled Affiliate has selected for optional future use where not selected on the initial enrollment order (above):

Products[2]
☐ Office Pro Plus for Office 365
☐ Office 365 (Plan E1)
☐ Office 365 (Plan E2)
☐ Office 365 (Plan E3)
☐ Office 365 (Plan E4)
☐ Enterprise CAL (ECAL) Step-up, including Bridge CALs
☐ Windows Intune
☐ Windows Intune Add-on[3]

Step 4. Establish the Enrolled Affiliate's Price Level. Enrolled Affiliate must first count the quantity of Software Assurance and Licenses in each of the groups as described below by using the quantities entered in the above table. If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "D" throughout the term of the Enrollment. Do not include Bridge CALs, as License quantities are determined by the corresponding Enterprise Online Service(s).

Products	Price Group	Qty from above
Office Professional Plus + Office Professional Plus for Office 365 + Office 365 (Plans E2–E4)	1	
Client Access License + Office 365 (Plans E1-E4) + Enterprise Product Components	2	1250
Client Access License + Windows Intune Add-on + Windows Intune + Enterprise Product Components	3	1250
Windows Desktop Upgrade + Windows VDA + Windows Intune	4	773

Qty	Price Level
250 and Above	D

Product Offering/Pool	Price Level
Enterprise Products and Enterprise Online Services: Set price level using the highest quantity from Groups 1 through 4	D
Additional Product Application Pool: Set price level using quantity from Group 1	D
Additional Product Server Pool: Set price level using the highest quantity from Group 2 or 3	D
Additional Product Systems Pool: Set price level using quantity from Group 4	D

[1] Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.
[2] Additional Products may be included on the order, but are not selected on this form.
[3] Windows Intune Add-on requires purchase of Windows OS Upgrade or Windows VDA.
[4] MDOP requires purchase of Windows OS Upgrade, Windows VDA, or Windows Intune.

This form must be attached to a signature form to be valid.

PURCHASE ORDER NO. 130768

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA,FL 32591-1591
(850) 595-4980

INVOICE
PLEASE EMAIL INVOICES TO:
escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
HON. ERNIE LEE MAGAHA
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

VENDOR
193696
SHI INTERNATIONAL CORP
290 DAVIDSON AVE
SOMERSET NJ 08873

SHIP TO
INFORMATION RESOURCES/DATA PRO
ESC. COUNTY COURTHOUSE, 1ST FL
221 PALAFOX PLACE, RM 0402, IT
PENSACOLA FL 32502
ATTN:

ORDER DATE: 11/28/12	BUYER: LESTER BOYD	REQ. NO.: 13000831	REQ. DATE: 11/28/12
TERMS: NET 30 DAYS	F.O.B.: PRE PAY AND ADD	DESC.:	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	MICROSOFT ENTERPRISE AGREEMENT PIGGYBACK FLA STATE CONTRACT 252-001-09-1 BCC APPROVAL 01/06/11 AND RATIFY 01/20/11 PER ATTACHED INVOICE # B00812403	185766.0000	185,766.00

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	270111	54601	185,766.00	

PAGE TOTAL $	185,766.00
TOTAL $	185,766.00

TAX ID 85-8013888011C-3
FED ID 59-6000-598

APPROVED BY

Original Purchase Order

GENERAL TERMS AND CONDITIONS

1. ENTIRE AGREEMENT - The terms, specifications and drawings provided in this order shall consist of the entire agreement between the parties unless otherwise stated on the face of the order. No modification or waiver of terms of this agreement shall be binding unless in writing and duly authorized representative of the Buyer and confirmed by such representative. This agreement shall be interpreted in accordance with the laws of the State of Florida.

2. DELIVERIES - INSPECTION AND ACCEPTANCE - Delivery, inspections and acceptance will be at destination unless otherwise provided. Until delivery and acceptance and any rejections, risk of loss will be on the Contractor unless such loss results from negligence of the County. Notwithstanding the requirements for any County inspection and test contained in specifications applicable to this contract, except where specialized inspections or tests are specified for performance solely by the County, the Contractor shall perform or have performed the inspections and tests required to substantiate that the supplies and services provided under the contract conform to the drawings, specifications and contract requirements listed herein, including, if applicable, the technical requirements for the manufacturer's part number specified herein.

3. DELIVERY OF EXCESS QUANTITIES OF $100 OR LESS - The County is not obligated to accept delivery of each item quantity, with allowable variations, if any. If the Contractor delivers and the County receives quantities of any item in excess of the quantity called for (after considering any allowable variations singularly) such excess quantities will be treated as being delivered for the convenience of the Contractor. The County may retain such excess quantities up to $100 in value without compensation to the Contractor. Quantities in excess of $100 will at the option of the County either be returned at the Contractor's expense or retained and paid for by the County at the contract unit price.

4. DELIVERIES - In the event of failure to deliver material of the quality or within the time specified, the County may cancel order and buy elsewhere. Failure of the County to exercise this options with respect to any installment shall not be deemed a waiver with respect of future installments, if any.

5. DELIVERY TICKETS - All shipments under this agreement shall be accompanied with delivery tickets or sales slips in triplicate, which shall contain the following minimum information:

1. Name of supplier
2. Purchase Order
3. Date of call
4. Call number
5. Itemized list of supplies or services furnished
6. Quantity, unit price and extension of each item (less applicable discounts) (unit price and extensions need not be shown when not compatible with the use of automated systems provided that the invoice is itemized to show this information) and
7. Date of delivery or shipment.

Upon delivery, the receiving officer will retain one copy of the related delivery ticket and will sign the other two copies and return them to the supplier or his agent. One of these copies may subsequently be required to support the invoice.

6. INSPECTION, ACCEPTANCE AND TITLE - Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the County. The contract supplier shall be responsible for filing, processing and collecting all damaged claims. However, to assist him in the expeditious handling of damaged claims, the County will:

1. Record any evidence of visible damage on all copies of the delivering carrier's bill of lading.
2. Report damage (Visible and Concealed) to the carrier and contract supplier, confirming such reports in writing, **within 15 days of delivery, requesting that the carrier inspect the damaged merchandise.**
3. Retain the item and all shipping units received, including inner packing material until inspection is performed by the carrier, and disposition given by the contract supplier.
4. Provide the contract supplier with a copy of the carrier's Bill of Lading and damage inspection report.

7. GOVERNMENT REGULATIONS - Contractor warrants that all applicable laws and regulations of governmental authority covering the production, sale and delivery of materials specified herein have complied with and shall indemnify and save County harmless from and against any liability or loss resulting from Contractor's failure to do so.

8. TAXES - Counties are exempt from Federal Taxes on transportation charges and any Federal Excise Tax. If you prepay transportation charges do not pay tax as the County will not reimburse you for the taxes paid. Counties are exempt from State Sales Tax.

9. WARRANTIES - In addition to all warranties, established by statute or common law, or set forth elsewhere in this order, Contractor expressly warrants that all material or services covered hereunder shall conform to all specifications, drawings, samples and descriptions furnished or accepted by the County, and shall be of best quality and fit and sufficient for the purpose for which purchased, if specified herein, merchantable, of good material and workmanship and free from all patent and latent defects. The County's failure to give notice to Contractor of any breach of warranty shall not discharge that Contractor's liability. Without limiting the generality of the foregoing, the Contractor agrees to be responsible for all defects in design, workmanship and materials, which defects, become apparent within twelve months of receipt by County unless otherwise specified.

10. PATENTS - Contractor shall pay for all royalties, County against all claims, judgements and costs arising from infringement or alleged infringement of any United States patent by any of the goods delivered hereunder. Contractor shall defend or settle at its own expense any proceeding brought against County for such infringement provided Contractor is notified promptly of the commencement of such proceeding and is given sufficient data, information and assistance by the County to the damages, if any, and interest.

11. INSTALLATION - [illegible] under this agreement [illegible] premises, with the consent of employees [illegible] to be agents of [illegible] by that party [illegible] and [illegible] responsible for their acts and omissions, and agrees to save the County harmless from all claims [illegible] such acts or omissions. [illegible] under this order [illegible] Contractor's responsibility [illegible] and [illegible] order.

12. NON-DISCLOSURE - [illegible] County [illegible] to be kept confidential [illegible] of County or employees [illegible] Contractor [illegible] County [illegible] special orders [illegible].

13. CONDITION FOR ASSIGNMENT - [illegible] part [illegible] without [illegible] below.

14. CHANGES - [illegible] Contractor [illegible] the supplies [illegible] the [illegible] with [illegible] the [illegible] Contractor [illegible] the [illegible] Contractor [illegible] the [illegible] Contractor

REQN: 13000831
PO: 130768

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA

1-22. Approval of Various Consent Agenda Items

13000831

Motion made by Commissioner Robinson, seconded by Commissioner Young, and carried 3-0, with Commissioner Robertson and Commissioner White absent, approving Consent Agenda Items 1 through 22, as follows:

1. Taking the following action concerning an Enterprise Agreement with Microsoft Corporation (Funding: Fund 001, General Fund, Cost Center 140101, Information Technology – *[in the amount of]* $181,086):

   A. Approving the *Microsoft Enterprise Enrollment – State and Local Amendment*, which authorizes the termination of the current three-year Microsoft Enterprise Agreement (Enrollment Number 8568879) approved by the Board on September 18, 2008, and authorizes a new enrollment, with an effective date of November 1, 2010;

   B. Approving the Enterprise Enrollment (Indirect), State and Local, Microsoft Business Agreement Number U0275474;

   C. Authorizing the County to piggyback off the Florida State Contract 252-001-09-1 and awarding a Purchase Order, in the amount of $181,086, to SHI, as the authorized reseller for Microsoft Corporation;

   D. Approving, and authorizing the County Administrator to execute, the Purchase Order, with not-to-exceed second- and third-year payments of $200,000; and

   E. Authorizing the Chairman to execute all documents related to the termination and acceptance of the Enterprise Agreements with Microsoft Corporation.

2. Adopting the Resolution *(R2011-3)* approving Supplemental Budget Amendment Number 69, General Fund (001), in the amount of $5,331,309, to recognize funds received from a Payment in Lieu of Taxes Agreement with Sacred Heart Health System, Inc., and to appropriate these funds in the current year's Budget.

REQN: 13000831 / PO: 130768

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Action Item #: 6.

County Attorney's Report
Date: 01/20/2011
Issue: Enterprise Agreement with Microsoft Corporation
From: Kristin D. Hual, Assistant County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:
Recommendation Concerning ratifying the Enterprise Agreement with Microsoft Corporation

That the Board ratify the execution and incorporation of a Program Signature Form and Media Order Form to the Enterprise Enrollment Agreement with Microsoft Corporation.

BACKGROUND:
Pursuant to Board action on January 6, 2011, the Board the Enterprise Enrollment (Indirect) State and Local Microsoft Business Agreement. The Program Signature Form and Media Order Form were inadvertently omitted from the Agreement when previously presented to the Board for approval.

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
The Program Signature Form, Media Order Form, and corresponding Enrollment Agreement were reviewed and approved by the County Attorney's Office.

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
N/A

IMPLEMENTATION/COORDINATION:
N/A

Attachments
Microsoft Volume Licensing Agreement and Forms

REQN: 13000831
PO: 130768

Federal tax ID: 22-3009848
280 Davidson Ave.
Somerset, NJ 08873
Phone: 888-235-3871
Fax: 732-805-9669

FINANCE ADMINISTRATION
ERNIE LEE MAGAHA
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FLA

2012 NOV 13 P 4:32

FINANCE ADMINISTRATION

Please remit payment to:
SHI International Corp
P.O. Box 952121
Dallas, TX 75395-2121
Wire information:
Wells Fargo Bank
Wire Rt# 121000248
ACH Rt# 021200025
Account#2000037641964
SWIFT Code: WFBIUS6S

For W-9 Form, please visit
www.shi.com/W9

Invoice No. B00812403

Invoice date	10/23/2012
Customer number	1008456
Sales order	S00221463

Finance charge of 1.5% per month will be charged on past due accounts - 18%/yr.
All returns require an RMA# supplied by your SHI Sales team.

Bill To ESCAMBIA COUNTY CLERK
CLERK OF THE CIRCUIT CRT
221 PALAFOX PL, STE 140
Pensacola, FL 32502
United States

Ship To ESCAMBIA COUNTY
CLERK OF THE CIRCUIT CRT
221 PALAFOX PL, STE 140
110805/A/P
Pensacola, FL 32502
United States

Ship Date	Salesperson	Purchase Order	Ship Via	FOB	Terms
10/23/2012	Tom Miner/PAR	962181	UPS GROUND	FOB DEST	NET 30

Item No. / Mfg Part No.	Description	Qty Ordered	Qty Shipped	Unit Price	Extended Price
20973725 FQC-03024	Microsoft Windows 7 Professional - upgrade & software assura Software Enrollment No.: 6645827 Agreement No.: 01E61767 Maintenance From date: 11/01/2010 Maintenance To date: 10/31/2013	773	773	62.00	47,926.00
21038475 W06-00446	Core CAL (Client Access License) All Languages Software Assu Windows - Multiple Windows Platform All Languages Software Enrollment No.: 6645827 Agreement No.: 01E61767 Maintenance From date: 11/01/2010 Maintenance To date: 10/31/2013	1,200	1,200	50.00	60,000.00
17676132 9MB-00892	Microsoft Exchange Server Enterprise CAL - license & softwar Windows - Multiple Windows Platform All Languages Software Enrollment No.: 6645827 Agreement No.: 01E61767 Maintenance From date: 11/01/2010 Maintenance To date: 10/31/2013	200	200	26.00	5,200.00
16815067 9MB-00917	Exchange Enterprise CAL w Svc All Lng Software Assurance Windows - Multiple Windows Platform All Languages Software Enrollment No.: 6645827 Agreement No.: 01E61767 Maintenance From date: 11/01/2010 Maintenance To date: 10/31/2013	1,000	1,000	22.00	22,000.00

REQN: 13000831
PO: 130768

Federal tax ID: 22-3009648
290 Davidson Ave.
Somerset, NJ 08873
Phone: 888-235-3871
Fax: 732-805-9669

FINANCE ADMINISTRATION
JERRY J. MAGAHA
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FLA

2012 NOV 13 P 4:32

FINANCE ADMINISTRATION

Please remit payment to:
SHI International Corp
P.O. Box 952121
Dallas, TX 75395-2121
Wire information:
Wells Fargo Bank
Wire Rt# 121000248
ACH Rt# 021200025
Account#2000037641964
SWIFT Code: WFBIUS6S

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Invoice No. B00812403

Invoice date	10/23/2012
Customer number	1008456
Sales order	S00221463

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Bill To ESCAMBIA COUNTY CLERK
CLERK OF THE CIRCUIT CRT
221 PALAFOX PL., STE 140
Pensacola, FL 32502
United States

Ship To ESCAMBIA COUNTY
CLERK OF THE CIRCUIT CRT
221 PALAFOX PL., STE 140
110805/A/P
Pensacola, FL 32502
United States

20979595 76N-02427	Microsoft Office SharePoint Server Enterprise CAL - license Windows - Multiple Windows Platform All Languages Software Enrollment No.: 6645827 Agreement No.: 01E61767 Maintenance From date: 11/01/2010 Maintenance To date: 10/31/2013	200	200	30.00	6,000.00
20979903 76N-02550	SharePoint Server Enterprise CAL - SA Windows - Multiple Windows Platform All Languages Software Enrollment No.: 6645827 Agreement No.: 01E61767 Maintenance From date: 11/01/2010 Maintenance To date: 10/31/2013	1,000	1,000	21.50	21,500.00
20977689 395-02504	ExchgSvrEnt ALNG SA MVL Windows - Multiple Windows Platform All Languages Software Enrollment No.: 6645827 Agreement No.: 01E61767 Maintenance From date: 11/01/2010 Maintenance To date: 10/31/2013	2	2	732.60	1,465.20
21021466 H04-00268	OfficeSharePointSvr ALNG SA MVL Windows - Multiple Windows Platform All Languages Software Enrollment No.: 6645827 Agreement No.: 01E61767 Maintenance From date: 11/01/2010 Maintenance To date: 10/31/2013	2	2	891.00	1,782.00
20979963 810-03307	SQLSvrEnt ALNG SA MVL 1Proc Windows - Multiple Windows Platform All Languages Software Enrollment No.: 6645827 Agreement No.: 01E61767 Maintenance From date: 11/01/2010 Maintenance To date: 10/31/2013	4	4	4,973.20	19,892.80

REQN: 13000831
PO: 130768



Federal tax ID: 22-3009648
290 Davidson Ave.
Somerset, NJ 08873
Phone: 888-235-3871
Fax: 732-805-9669

Please remit payment to:
SHI International Corp
P.O. Box 952121
Dallas, TX 75395-2121
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Wells Fargo Bank
Wire Rt# 121000248
ACH Rt# 021200025
Account#2000037641984
SWIFT Code: WFBIUS6S

For W-9 Form, please visit
www.shi.com/W9

Invoice No. B00812403

Invoice date	10/23/2012
Customer number	1008458
Sales order	S00221463

Finance charge of 1.5% per month will be charged on past due accounts - 18%/yr.
All returns require an RMA# supplied by your SHI Sales team.

Bill To ESCAMBIA COUNTY CLERK
CLERK OF THE CIRCUIT CRT
221 PALAFOX PL., STE 140
Pensacola, FL 32502
United States

Ship To ESCAMBIA COUNTY
CLERK OF THE CIRCUIT CRT
221 PALAFOX PL., STE 140
110805/A/P
Pensacola, FL 32502
United States

FINANCE ADMINISTRATION
ERNIE LEE MAGAHA
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FLA
2012 NOV 13 P 4:32
FINANCE ADMINISTRATION

Sales Balance	185,766.00
Freight	0.00
Recycling Fee	0.00
Sales Tax	0.00
Total	**185,766.00**
Currency	USD

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Action Item #: 6.

County Attorney's Report

Date: 01/20/2011
Issue: Enterprise Agreement with Microsoft Corporation
From: Kristin D. Hual, Assistant County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning ratifying the Enterprise Agreement with Microsoft Corporation

That the Board ratify the execution and incorporation of a Program Signature Form and Media Order Form to the Enterprise Enrollment Agreement with Microsoft Corporation.

BACKGROUND:

Pursuant to Board action on January 6, 2011, the Board the Enterprise Enrollment (Indirect) State and Local Microsoft Business Agreement. The Program Signature Form and Media Order Form were inadvertently omitted from the Agreement when previously presented to the Board for approval.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The Program Signature Form, Media Order Form, and corresponding Enrollment Agreement were reviewed and approved by the County Attorney's Office.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Microsoft Volume Licensing Agreement and Forms

This enrollment consists of (1) this cover page, (2) the Contact Information Page(s), (3) the Enterprise order information, (4) the Reseller Information Form, (5) the Media Order Form, and (6) the Core User CAL Terms and Conditions (if applicable).

Customer	Contracting Microsoft Affiliate
Name of entity * Escambia County Bcc	Microsoft Licensing, GP
Signature *	Signature
Printed name * Kevin W. White	Printed name
Printed title * Chairman, Escambia County Bcc	Printed title
Signature date *	Signature date (date Microsoft affiliate countersigns)
* Indicates required fields	Effective date (may be different than our signature date)

Microsoft Volume Licensing web sites (Note: We will advise you of any changes to these URLs.)	
Product use rights	http://microsoft.com/licensing
Product List	http://microsoft.com/licensing
Microsoft Volume Licensing Services (MVLS) (password protected site to view orders under this enrollment)	https://licensing.microsoft.com/
Customer guide	http://microsoft.com/licensing/programs/

Notices to Microsoft should be sent to:	Copies should be sent to:
MSLI, GP 6100 Neil Road, Suite 210 Reno, Nevada USA 89511-1137 Dept 551, Volume Licensing	Microsoft Law and Corporate Affairs One Microsoft Way Redmond, WA 98052 USA Volume Licensing Group (425) 936-7329 fax

Attachments:

☒	Media Order Form (required)
☒	Core User CAL Terms and Conditions, if applicable
☐	MS Capital Form, if applicable

Customer: Please remit to your reseller.

Reseller: Please remit to Microsoft.

This document approved as to form and legal sufficiency.
By: Kristen Hual
Title: ACA
Date: 1/13/11

1. Contact information. Each party will notify the other in writing if any of the information in the following contact information page(s) change. The * indicates required fields. By providing contact information, you consent to its use for purposes of administering this enrollment by us, our affiliates, and other parties that help us administer this enrollment.

Primary contact information: The customer signing on the cover page must identify an individual from inside its organization to serve as the primary contact. This contact is the default online administrator for this enrollment and receives all notices unless you provide us written notice of a change. The online administrator may appoint others as administrators and grant others access to online information.

Customer		
Name of entity * Escambia County Bcc		Contact name * Last Musselwhite First David A.
Street address * 221 Palafox Place, Suite 210		Contact email address (required for online access) * david_musselwhite@co.escambia.fl.us
City * Pensacola	State/Province * FL	Phone (850) 595-4993
Country * USA	Postal code * 32502	Fax (850) 595-0472

Notices and online access contact information: Complete this only if you want to designate a notices and online access contact different than the primary contact. This contact will become the default online administrator for this enrollment and receive all notices. This contact may appoint other administrators and grant others access to online information.

Notices and online access contact		
☒ Same as primary contact		
Name of entity		Contact name Last First
Street address		Contact email address (required for online access)
City	State/Province	Phone
Country	Postal code	Fax

Language preference: This section designates the language in which you prefer to receive notices.

English

Additional electronic contractual notices contact information: This contact will receive electronic contractual notices in addition to the notices contact. This contact is not required if you do not want an additional set of notices issued.

Electronic contractual notices contact		
Name of entity		Contact name Last First
Street address		Contact email address (required for electronic notices)
City	State/Province	Phone
Country	Postal code	Fax

Software Assurance benefits contact: This contact will receive communications concerning Software Assurance benefits, and any additional TechNet subscriptions that have been ordered separately from Software Assurance under this enrollment. This contact is optional. If this contact is not completed, any notices for Software Assurance benefits will default to the notices and online contact.

Software Assurance benefits contact		
Name of entity		Contact name Last First
Street address		Contact email address (required for electronic notices)
City	State/Province	Phone
Country	Postal code	Fax

MSDN contact: This contact will receive communications concerning registration for MSDN products ordered under this enrollment. This contact is optional. If this contact is not completed, any notices for MSDN will default to the notices and online contact.

MSDN contact		
Name of entity		Contact name Last First
Street address		Contact email address (required for electronic notices)
City	State/Province	Phone
Country	Postal code	Fax

Microsoft account manager: This section designates your Microsoft account manager contact.

Microsoft account manager name	Microsoft account manager email address @microsoft.com

2. *Defining your enterprise.*

Use this section to identify which affiliates will be included in your enterprise. Your enterprise must consist of entire government agencies, departments or legal jurisdictions, not partial government agencies, departments, or legal jurisdictions. Each affiliate must be entirely "in" or entirely "out." All affiliates acquired after the effective date of this enrollment that are not party to a Qualifying Enrollment of their own will automatically be included unless you fill in part b below.

a. Use this part (a) to determine which current affiliates will be included in your enterprise. Check only one of the boxes in part (a).	
☒	Only you (and no other affiliates) will be participating
☐	You and the following affiliates will be participating (attach a list of names on a separate piece of paper if more than 10 affiliates are being included):
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
b. Use this part (b) to indicate whether affiliates with which you consolidate after the enrollment effective date will be included. Unless you check the box below, all affiliates you consolidate with after the enrollment effective date that are not party to a Qualifying Enrollment of their own will automatically be included.	
☐	Exclude all affiliates consolidated with after the enrollment effective date that are not party to a Qualifying Enrollment of their own.

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3. Selecting your language option.

Select the option for the languages in which you will run the products licensed under this enrollment. The options and their corresponding languages are identified here.

All Languages		
"Listed Languages"	**"Restricted Languages"**	**"Extended Languages"**
Arabic	Danish	Czech
Bulgarian	Dutch	Estonian
Chinese Simplified	English[1]	Hungarian
Chinese Traditional	Finnish	Latvian
Croatian	French[3]	Lithuanian
English[1]Hebrew	German	Polish
Indic	Greek	Slovenian
Japanese	Italian	Slovak
Korean	Norwegian	
Portuguese (Brazil)	Portuguese (Portugal)	
Romanian	Spanish[2]	
Russian	Swedish	
Serbian		
Spanish[2]		
Thai		
Turkish		
Ukrainian		

[1] English is a Listed Language if this enrollment is signed outside of the following countries and a Restricted Language if this enrollment is signed inside these countries: Austria, Belgium, Cyprus, Czech Republic, Denmark, Estonia, France, Finland, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Slovakia, Slovenia, United Kingdom, Switzerland, Sweden, or Spain. English is a "Listed Language", except when restricted as described in the "Restricted Languages" list (see footnote 3)

[2] Spanish is a Listed Language only if this enrollment is signed in Latin America and is otherwise Restricted Language.

[3] French is a "Listed Language," if signed in Canada

- Select All Languages to run your products in any of the Listed, Extended or Restricted Languages. This option also allows you to run Multi-Language packs for your products.
- Select Listed Languages to run your products in those languages.
- Select Extended Languages to run your products in those languages.
- If you select the Listed or Extended Languages option you may run up to 10% of the copies of each of your products in All Languages.

Check one box	
☐	Listed Languages
☒	All Languages
☐	Extended Languages

4. Language allocation.

Provide us with your good faith estimate of the specific languages in which you will run all copies of all products and the approximate percentage of those copies you will run in each language. Information that you provide here does not limit your future use of products under this enrollment in any permitted language within the language group you select above. Attach a separate sheet if more space is needed.

Language	Percentages
English	100%%
	%
	%
	%

5. Applicable currency.

Payments made in connection with this enrollment must be in U.S. Dollars

6. Establishing your price level.

The price level for enterprise products is determined by the terms and conditions of the enterprise agreement. Your price level for additional products will be level "D".

Qualified desktops: You represent that the total number of qualified desktops in your enterprise is, or will be increased to, this number during the initial term of this enrollment (This number must be equal to at least 250 desktops).	773
Qualified users: You represent that the total number of qualified users in your enterprise is, or will be increased to, this number during the initial term of this enrollment (This number must be equal to at least 250 users).	1200

7. *Enterprise product orders.*

Your reseller will provide you with your product pricing and order. Your prices and payment terms for all products ordered will be determined by agreement between you and your reseller. Your reseller will provide us with your order separately from this enrollment.

We will invoice your reseller in three equal annual installments for the enterprise products covered by your initial order. The first installment will be invoiced to your reseller upon our acceptance of this enrollment; the remaining installments will be invoiced at the next two anniversaries of the enrollment effective date. We will invoice your reseller for the enterprise products covered by any true up orders in total upon our acceptance of each true up order.

Select the enterprise products to be covered by your initial order. If you select the Core CAL, you must select either *desktop* or *user* licenses.

Enterprise Products	Desktop Licenses	User Licenses
Windows Desktop Operating System Upgrade	☒	
Office Professional Plus[1]	☐	
Office Enterprise	☐	
Office Enterprise SA Step-Up from Office Professional Plus [1]	☐	
Office Standard [1]	☐	
Core Client Access License [1,2]	☐	☒
Enterprise Client Access License Suite[1,2]	☐	☒
Enterprise Client Access License Suite SA Step-Up from Core CAL[1,2]	☐	☐
Exchange Server Client Access License Standard[2]	☐	☐
Exchange Server Client Access License Enterprise [2]	☐	☐
Office SharePoint Server Client Access License Standard [2]	☐	☐
Office SharePoint Server Client Access License Enterprise[2]	☐	☐
Windows Server Client Access License [2]	☐	☐

Systems Management Server Configuration Management License	☐	
Systems Center Operations Manager Client Operations Management License	☐	
Windows Terminal Services Client Access License [2]	☐	☐
Office Communication Server Client Access License Standard [2]	☐	☐
Office Communication Server Client Access License Enterprise [2]	☐	☐
SQL Server Client Access License [2]	☐	☐
Microsoft Rights Management Services	☐	☐
Microsoft Forefront Security Suite	☐	☐

[1] The components of the current versions of Office Professional, Office Standard and the current versions of the components that make up the Core CAL, are identified in the Product List.

[2] If you select a User CAL and the agreement identified on the cover page is version 6.1 or earlier, the User CAL Terms and Conditions apply.

8. *Additional Products*

We will invoice your reseller for each additional product covered by your initial order in three equal annual installments. The first installment will be invoiced to your reseller upon our acceptance of this enrollment; the remaining installments will be invoiced at the next two anniversaries of the enrollment effective date. We will invoice your reseller for any new additional product not initially included in your enrollment in total upon our acceptance of your order. We will invoice your reseller for additional products initially included in your enrollment and covered by any true up order submitted during the initial term in total upon our acceptance of your true up order.

9. *Qualifying systems licenses.*

All desktop operating system licenses provided under this program are upgrade Licenses. No full operating system licenses are available under this program. Therefore, if you select the Windows Desktop Operating System Upgrade & Software Assurance, all qualified desktops on which you will run the Windows Desktop Operating System Upgrade must be licensed to run one of the qualifying operating systems identified in the Product List at http://www.microsoft.com/licensing. Note that the list of operating systems that qualify for the Windows Desktop Operating System Upgrade varies with the circumstances of your order. That list is more extensive at the time of your initial order than it is for some subsequent true ups and system refreshes during the term of your enrollment.

10. *Renewal orders.*

For any 36-month renewal, your renewal order will be invoiced to your reseller in three annual installments. The first installment will be invoiced upon our acceptance of the renewal order; the remaining installments will be invoiced at the next two anniversaries of the effective date of that renewal term. For any 12-month renewal and for any true up orders, we will invoice your reseller in total upon our acceptance of your order.

Your reseller should complete the following sections and sign this form where indicated.

General information

Reseller company name: SHI
Street address: (PO boxes will not be accepted) 33 Knightsbridge Road
City and State / Province and postal code: Piscataway, NJ 08854
Country: USA
Contact name:
Phone number:
Fax number:
Email address:

The undersigned confirms that the reseller information is correct.

Name of reseller
Signature
Printed name
Printed title
Date

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Program Signature Form

MBA/MBSA number	U0275474
Agreement number	01E61767

SGN-	Proposal ID

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Agreement	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Enrollment/Affiliate Registration Form>	Document Number or Code
<Choose Enrollment/Affiliate Registration Form>	Document Number or Code
<Choose Enrollment/Affiliate Registration Form>	Document Number or Code
<Choose Enrollment/Affiliate Registration Form>	Document Number or Code
Enterprise Enrollment Amendment	6B1 (New)
Enterprise Enrollment Amendment	B11 (8588879)
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer	Microsoft Affiliate
Name of Entity (must be legal entity name) * Escambia County Bcc	Microsoft Licensing, GP
Signature *	Signature
Printed Name * ~~David A. Musselwhite~~ Kevin W. White Printed Title * Chairman, Escambia County BCC	Printed Name Printed Title
Signature Date *	Signature Date (date Microsoft Affiliate countersigns)

This document approved as to form and legal sufficiency.
By: _____
Title: _____
Date: 1/12/11

CAT I-6

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Tax ID	Effective Date (may be different than Microsoft's signature date)

** indicates required field*

Optional 2nd Customer signature or Outsourcer Signature *(if applicable)*

Customer	Outsourcer
Name of Entity (must be legal entity name) *	**Name of Entity (must be legal entity name) ***
Signature * _____	**Signature *** _____
Printed Name *	**Printed Name ***
Printed Title *	**Printed Title ***
Signature Date *	**Signature Date ***

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form. If no media form is included, no physical media will be sent.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Licensing, GP
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA

Prepared By: Name of Preparer Email of Preparer

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SLG Enterprise and Enterprise Subscription Media Order Form

Media shipping information form - starter CD kit

Enrollment information		Reseller contact	
Agreement number (Reseller or Microsoft affiliate to complete)	01E61767	Company name:	
Enrollment number (Microsoft affiliate to complete)		Contact name:	
Customer contact Name:	Escambia County B	Contact email:	
		Contact phone:	

THIS FORM MUST BE ATTACHED TO AN ENROLLMENT.

At your option, starter CD kits and CD-ROM subscriptions relating to your enrollment that you choose to receive will be shipped to the address below. Terms used but not defined in this form have the meanings given to them in your enrollment identified in this form.

The starter CD kit ship to information identifies the delivery location. If you do not elect physical media, and intend to download copies of software instead, please provide the download delivery location as the starter CD kit ship to information.

Starter CD kit ship to information (* Indicates required information)	
☒ ***Same as notices contact in the enrollment***	
Customer name *	Contact name *
Street address * (no PO boxes accepted)	Contact email address *
City and State / Province *	Contact phone number *
Country and postal code *	Contact fax number

If you choose below to receive media, then upon our acceptance of your enrollment, we will send you your starter CD kit in the language(s) you select. This starter CD kit will be provided at no additional charge, in order to permit you to exercise the license rights granted under your enrollment and related Enterprise Agreement. You may also subscribe to updates in the form of CDs, or upon reasonable notice, electronic download or similar other means. If you need additional starter CD kits and updates, you may order these through your reseller for a fee. For a complete list of the contents of any kit, visit the web site at http://selectug.mslicense.com/.

☐ Yes, I want to receive a starter CD kit (media)

☐ Yes, I want to subscribe to receive CD kit updates

☒ No, I do not want to receive a starter CD kit (media)

☒ No, I do not want to subscribe to receive CD kit updates

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SLG Enterprise and Enterprise Subscription Media Order Form

Media shipping information form – starter CD kit (continued)

For each language and group you wish to receive, mark the corresponding box with an X

Language	Enterprise Kit	Mapping Kit*
English	☐	☐
English/Multi-Language**	☐	
Arabic	☐	
Brazilian Portuguese	☐	
Bulgarian	☐	
Chinese Simplified ***	☐	
Chinese Traditional	☐	
Chinese Traditional Hong Kong/Pan-Chinese	☐	
Croatian	☐	
Czech	☐	
Danish	☐	
Dutch	☐	
Estonian	☐	
Finnish	☐	
French	☐	☐
German	☐	☐
Greek	☐	
Hebrew	☐	
Hungarian	☐	
Italian	☐	☐
Japanese	☐	
Korean	☐	
Latvian	☐	
Lithuanian	☐	
Norwegian	☐	
Polish	☐	
Portuguese	☐	
Romanian	☐	
Russian	☐	
Serbian	☐	
Slovak	☐	
Slovenian	☐	
Spanish	☐	☐
Swedish	☐	
Thai	☐	
Turkish	☐	
Ukranian	☐	

* Mapping Kit is not available for use in or shipment to India, Hong Kong SAR, Macau SAR, China, Morocco Pakistan, and Turkey.

** Before installing any of the Multilanguage Packs, the English version of the product must first be installed. If you order English/Multilanguage, you must also order English.

*** Chinese Simplified Windows XP Professional is not available in the Enterprise Chinese Simplified Kit and is only available in certain countries. Contact your reseller for availability in your region.

■ = Not Available

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2011-0001123 BCC
Jan. 20, 2011 Page 17

Escambia BoCC - Full Desktop + Core CAL ~ EA Pricing

Pricing - Requires Amendment. Order effective date must be November-1-2010

☑ *New Agreement* ☐ *Renewal* *Florida State Contract # 252-001-09-1*

Product Description	Year 1			Year 2			Year 3		
ECALSuite - Platform	Qty	Price	Extended Price	Qty	Price	Extended Price	Qty	Price	Extended Price
[redacted]	773	$62.00	$47,926.00	773	$62.00	$47,926.00	773	$62.00	$47,926.00
[redacted]	1200	$46.10	$55,320.00	1200	$50.00	$60,000.00	1200	$50.00	$60,000.00
[redacted]	200	$26.00	$5,200.00	200	$26.00	$5,200.00	200	$26.00	$5,200.00
[redacted]	1000	$22.00	$22,000.00	1000	$22.00	$22,000.00	1000	$22.00	$22,000.00
[redacted]	200	$30.00	$6,000.00	200	$30.00	$6,000.00	200	$30.00	$6,000.00
[redacted]	1,000	$21.50	$21,500.00	1,000	$21.50	$21,500.00	1,000	$21.50	$21,500.00
[redacted]	2	$732.60	$1,465.20	2	$732.60	$1,465.20	2	$732.60	$1,465.20
[redacted]	2	$891.00	$1,782.00	2	$891.00	$1,782.00	2	$891.00	$1,782.00
[redacted]	4	$4,973.20	$19,892.80	4	$4,973.20	$19,892.80	4	$4,973.20	$19,892.80
[redacted]		$183,085.00			$185,785.00			$185,785.00	
Enterprise Agreement Total Cost	*This Enterprise Agreement is customized to the requirements of Escambia BoCC only.*								$552,618.00

Prepared By: Tom Miner
Account Executive - Public Sector
Direct: (813) 342-8526
Email: Tom.Miner@shi.com

Quote Created: 1/11/2011

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Microsoft Enterprise Enrollment – State and Local

Amendment

Enrollment number (Microsoft to complete): 8588879

Amendment ID: CTX- 000-kfuqua-S-100

ID Number (Microsoft to complete)

This amendment is entered into between the customer and Microsoft affiliate signing, as of the effective date identified below. All terms used but not defined will have the same meanings as in the Microsoft Enterprise Enrollment identified above "the enrollment." The following terms and conditions amend the terms and conditions of the enrollment identified above, but only with respect to the customer identified below and only for purposes of this enrollment.

1. The parties agree that due to an early termination of the Enrollment identified above the following order will be credited in full. The Customer is terminating the Enrollment identified above, but starting a new enrollment effective November 1, 2010 (CPS Opportunity ID 000-kfuqua-S-100).

Product Name	Product #	Quantity	ERP Unit Price	ERP Extended Price	Invoice #	Invoice Date
Exchange Standard CAL Listed Lic/SA Pack MVL Device CAL	381-01647	1000	$24.03	$24,030.00	9640619978	October 10, 2010
SharePoint Enterprise CAL Listed Lic/SA Pack MVL Device CAL	76N-02370	1000	$26.79	$26,790.00	9640619978	October 10, 2010
Windows Server CAL Listed Languages Lic/SA Pack MVL Device CAL	R18-00093	1000	$10.39	$10,390.00	9640619978	October 10, 2010
ExchgSvrEnt ALNG LicSAPk MVL	395-02412	2	$1,854.58	$3,709.16	9640619978	October 10, 2010

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SharePointSvr ALNG LicSAPk MVL	H04 - 00232	2	$2,050.50	$4,101.00	9640619978	October 10, 2010
SQLSvrEnt ALNG LicSAPk MVL 1Proc	810 - 03312	4	$10,947.17	$43,788.68	9640619978	October 10, 2010
Exchange Ent CAL w Svc Listed Lic/SA Pack MVL Device CAL	9MB-00888	1000	$22.14	$22,140.00	9640619978	October 10, 2010
SharePoint Std CAL Listed Lic/SA Pack MVL Device CAL	H05 - 00266	1000	$33.44	$33,440.00	9640619978	October 10, 2010
			Total	$168,388.84		

Note that the above prices are provided for reference only. Your actual price and payment terms will be determined by separate agreement between you and your reseller.

We must receive your fully-executed copy of this amendment and your enrollment to which it is associated, along with your reseller's purchase order, no later than January 28th, 2011 or this amendment shall expire and become null and void.

Except for changes made by this amendment, all terms of this enrollment remain unchanged. By signing below, the parties agree to be bound by the terms of this amendment.

Customer	Contracting Microsoft Affiliate
Name of Entity * Escambia County BCC	Microsoft Licensing, GP
Signature *	Signature
Printed Name * Kevin W. White	Printed Name
Printed Title * Chairman, Escambia County BCC	Printed Title
Signature Date *	Signature Date (date Microsoft affiliate countersigns)
	Effective Date (may be different than our signature date) October 31, 2010

* indicates required field

This document approved as to form and legal sufficiency.

By: _____

Title: _____

Date: 1/13/11

Please sign this amendment and send it with your enrollment to your reseller. Your reseller must submit it to the following address. When the amendment is fully signed, you will receive a confirming copy.

Microsoft Licensing, GP
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada USA 89511-1137

Prepared By: Kim Fuqua, LE

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Enterprise Enrollment
Amendment ID 6B1

000-kfuqua-S-100

The paragraph of the Enrollment titled "Effective date" is amended by adding the following:

Both parties to the Enrollment have agreed, for their mutual benefit, that the Enrollment will have an effective date other than the date it is signed by Microsoft. Therefore, the effective date of the Enrollment will be November 1, 2010.

This amendment must be attached to a signature form to be valid.



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Enterprise Enrollment

Amendment ID B11

000-kfuqua-S-100

The Enrollment is hereby amended by adding the following provision:

Termination of the Enterprise Enrollment. Enterprise Enrollment No. 8568879 between Customer and Microsoft (the "Terminated Enrollment") shall be deemed terminated upon full execution and delivery of this amendment and the new Microsoft Enterprise Enrollment being signed in connection with the agreement identified on the signature form. The termination date will be one day prior to the effective date of the new Enrollment. Upon such termination, Microsoft shall void any billings to Customer or its Reseller that are or will be invoiced on or after the effective date of termination for this Enrollment. Any of Customer's obligations to place any true-up orders for additional Qualified Desktops under the Terminated Enrollment shall be deemed waived. Within 45 days of the effective date of the new Enrollment, all copies of Products installed under the Terminated Enrollment must be removed from the devices on which they were installed, except for those copies included under the new Enrollment.

This amendment must be attached to a signature form to be valid.

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Enterprise Enrollment (indirect)

State and Local

Framework ID	N36
Microsoft Business Agreement number (if applicable) *Reseller or Microsoft affiliate to complete*	U0275474
Reseller purchase order number *Reseller to complete*	Escamb-entp
Enterprise Agreement number *Reseller or Microsoft affiliate to complete*	01E61767
Previous Qualifying Enrollment number *Reseller to complete*	
Enrollment number *Microsoft affiliate to complete*	
Previous Qualifying Enrollment end date *Reseller to complete*	

Date: 2/9/11 Verified By: dk (Naceshure (note: ep 10 & 12 not included in backup)

This Microsoft Enterprise Enrollment is entered into between the following entities signing, as of the effective date identified below.

Definitions. When used in this enrollment, "you" refers to the entity that signs this enrollment with us, and "we" or "us" refers to the Microsoft entity that signs this enrollment.

"Qualifying Enrollment," means (i) an enterprise enrollment under a separate Microsoft Select Master Agreement or Microsoft Enterprise Agreement; (ii) any enterprise subscription enrollment entered into under a separate Microsoft Enterprise Subscription Agreement; or (iii) any other enrollment submitted under the Microsoft Enterprise Agreement identified on the cover page.

All other definitions in the Microsoft Enterprise Agreement identified above apply here.

Effective date. If you are renewing Software Assurance from one or more previous "Qualifying Enrollments" then the effective date will be the day after the first Enrollment expires.

Otherwise the effective date will be the date this enrollment is signed by us. Where a previous Qualifying Enrollment is being used, your reseller will require that enrollment number and end date to complete the applicable boxes above.

Term. This enrollment will expire 36 full calendar months from the effective date. It could be terminated earlier or renewed as provided in the Microsoft Enterprise Agreement. We will advise you of your renewal options before it expires.

Representations and warranties. By signing this enrollment, the parties agree to be bound by the terms of this enrollment, and you represent and warrant that: (i) you have read and understand the Microsoft Business Agreement identified above (if any) and the Microsoft Enterprise Agreement, including all documents it incorporates by reference and any amendments to those documents, and agree to be bound by those terms; and (ii) you are either the entity that signed the Microsoft Enterprise Agreement or its affiliate.

Non-exclusivity. This enrollment is non-exclusive. Nothing contained in it requires you to license, use or promote Microsoft software or services exclusively. You may, if you choose, enter into agreements with other parties to license, use or promote non-Microsoft software or services.

This enrollment consists of (1) this cover page, (2) the Contact Information Page(s), (3) the Enterprise order information, (4) the Reseller Information Form, (5) the Media Order Form, and (6) the Core User CAL Terms and Conditions (if applicable).

Customer	Contracting Microsoft Affiliate
Name of entity * Escambia County Bcc	Microsoft Licensing, GP
Signature *	Signature
Printed name * Kevin W. White	Printed name Mesfin Felleke
Printed title * Chairman, Escambia County Bcc	Printed title Program Manager, Compliance
Signature date * February 9, 2011	Signature date (date Microsoft affiliate countersigns) FEB 16 2011
* indicates required fields	Effective date (may be different than our signature date)

BCC APPROVED 01-20-2011

Microsoft Volume Licensing web sites (Note: We will advise you of any changes to these URLs.)	
Product use rights	http://microsoft.com/licensing
Product List	http://microsoft.com/licensing
Microsoft Volume Licensing Services (MVLS) (password protected site to view orders under this enrollment)	https://licensing.microsoft.com/
Customer guide	http://microsoft.com/licensing/programs/

Notices to Microsoft should be sent to:	Copies should be sent to:
MSLI, GP 6100 Neil Road, Suite 210 Reno, Nevada USA 89511-1137 Dept. 551, Volume Licensing	Microsoft Law and Corporate Affairs One Microsoft Way Redmond, WA 98052 USA Volume Licensing Group (425) 936-7329 fax

Attachments:

☒	Media Order Form (required)
☒	Core User CAL Terms and Conditions, if applicable
☐	MS Capital Form, if applicable

Customer: Please remit to your reseller.

Reseller: Please remit to Microsoft.

This document approved as to form and legal sufficiency.
By:
Title: ECAT
Date: 2/8/11

1. Contact information. Each party will notify the other in writing if any of the information in the following contact information page(s) change. The * indicates required fields. By providing contact information, you consent to its use for purposes of administering this enrollment by us, our affiliates, and other parties that help us administer this enrollment.

Primary contact information: The customer signing on the cover page must identify an individual from inside its organization to serve as the primary contact. This contact is the default online administrator for this enrollment and receives all notices unless you provide us written notice of a change. The online administrator may appoint others as administrators and grant others access to online information.

Customer		
Name of entity * Escambia County Bcc		Contact name * Last Musselwhite First David A.
Street address * 221 Palafox Place, Suite 210		Contact email address (required for online access) * david_musselwhite@co.escambia.fl.us
City * Pensacola	State/Province * Fl	Phone (850) 595-4993
Country * USA	Postal code * 32502	Fax (850) 595-0472

Notices and online access contact information: Complete this only if you want to designate a notices and online access contact different than the primary contact. This contact will become the default online administrator for this enrollment and receive all notices. This contact may appoint other administrators and grant others access to online information.

Notices and online access contact		
☒ Same as primary contact		
Name of entity		Contact name Last First
Street address		Contact email address (required for online access)
City	State/Province	Phone
Country	Postal code	Fax

Language preference: This section designates the language in which you prefer to receive notices.

English

Additional electronic contractual notices contact information: This contact will receive electronic contractual notices in addition to the notices contact. This contact is not required if you do not want an additional set of notices issued.

Electronic contractual notices contact		
Name of entity		Contact name Last First
Street address		Contact email address (required for electronic notices)
City	State/Province	Phone
Country	Postal code	Fax

Software Assurance benefits contact: This contact will receive communications concerning Software Assurance benefits, and any additional TechNet subscriptions that have been ordered separately from Software Assurance under this enrollment. This contact is optional. If this contact is not completed, any notices for Software Assurance benefits will default to the notices and online contact.

Software Assurance benefits contact		
Name of entity		Contact name Last First
Street address		Contact email address (required for electronic notices)
City	State/Province	Phone
Country	Postal code	Fax

MSDN contact: This contact will receive communications concerning registration for MSDN products ordered under this enrollment. This contact is optional. If this contact is not completed, any notices for MSDN will default to the notices and online contact.

MSDN contact		
Name of entity		Contact name Last First
Street address		Contact email address (required for electronic notices)
City	State/Province	Phone
Country	Postal code	Fax

Microsoft account manager: This section designates your Microsoft account manager contact.

Microsoft account manager name	Microsoft account manager email address @microsoft.com

2. Defining your enterprise.

Use this section to identify which affiliates will be included in your enterprise. Your enterprise must consist of entire government agencies, departments or legal jurisdictions, not partial government agencies, departments, or legal jurisdictions. Each affiliate must be entirely "in" or entirely "out." All affiliates acquired after the effective date of this enrollment that are not party to a Qualifying Enrollment of their own will automatically be included unless you fill in part b below.

a. Use this part (a) to determine which current affiliates will be included in your enterprise. Check only one of the boxes in part (a).	
☒	Only you (and no other affiliates) will be participating
☐	You and the following affiliates will be participating (attach a list of names on a separate piece of paper if more than 10 affiliates are being included):
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
b. Use this part (b) to indicate whether affiliates with which you consolidate after the enrollment effective date will be included. Unless you check the box below, all affiliates you consolidate with after the enrollment effective date that are not party to a Qualifying Enrollment of their own will automatically be included.	
☐	Exclude all affiliates consolidated with after the enrollment effective date that are not party to a Qualifying Enrollment of their own.

3. Selecting your language option.

Select the option for the languages in which you will run the products licensed under this enrollment. The options and their corresponding languages are identified here.

All Languages		
"Listed Languages"	"Restricted Languages"	"Extended Languages"
Arabic	Danish	Czech
Bulgarian	Dutch	Estonian
Chinese Simplified	English[1]	Hungarian
Chinese Traditional	Finnish	Latvian
Croatian	French[3]	Lithuanian
English[1] Hebrew	German	Polish
Indic	Greek	Slovenian
Japanese	Italian	Slovak
Korean	Norwegian	
Portuguese (Brazil)	Portuguese (Portugal)	
Romanian	Spanish[2]	
Russian	Swedish	
Serbian		
Spanish[2]		
Thai		
Turkish		
Ukrainian		

[1] English is a Listed Language if this enrollment is signed outside of the following countries and a Restricted Language if this enrollment is signed inside these countries: Austria, Belgium, Cyprus, Czech Republic, Denmark, Estonia, France, Finland, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Slovakia, Slovenia, United Kingdom, Switzerland, Sweden, or Spain. English is a "Listed Language", except when restricted as described in the "Restricted Languages" list (see footnote 3)

[2] Spanish is a Listed Language only if this enrollment is signed in Latin America and is otherwise Restricted Language.

[3] French is a "Listed Language," if signed in Canada

- Select All Languages to run your products in any of the Listed, Extended or Restricted Languages. This option also allows you to run Multi-Language packs for your products.
- Select Listed Languages to run your products in those languages.
- Select Extended Languages to run your products in those languages.
- If you select the Listed or Extended Languages option you may run up to 10% of the copies of each of your products in All Languages.

Check one box	
☐	Listed Languages
☒	All Languages
☐	Extended Languages

4. Language allocation.

Provide us with your good faith estimate of the specific languages in which you will run all copies of all products and the approximate percentage of those copies you will run in each language. Information that you provide here does not limit your future use of products under this enrollment in any permitted language within the language group you select above. Attach a separate sheet if more space is needed.

Language	Percentages
English	100%%
	%
	%
	%

5. Applicable currency.

Payments made in connection with this enrollment must be in U.S. Dollars

6. Establishing your price level.

The price level for enterprise products is determined by the terms and conditions of the enterprise agreement. Your price level for additional products will be level "D".

Qualified desktops: You represent that the total number of qualified desktops in your enterprise is, or will be increased to, this number during the initial term of this enrollment (This number must be equal to at least 250 desktops).	**773**
Qualified users: You represent that the total number of qualified users in your enterprise is, or will be increased to, this number during the initial term of this enrollment (This number must be equal to at least 250 users).	**1200**

7. *Enterprise product orders.*

Your reseller will provide you with your product pricing and order. Your prices and payment terms for all products ordered will be determined by agreement between you and your reseller. Your reseller will provide us with your order separately from this enrollment.

We will invoice your reseller in three equal annual installments for the enterprise products covered by your initial order. The first installment will be invoiced to your reseller upon our acceptance of this enrollment; the remaining installments will be invoiced at the next two anniversaries of the enrollment effective date. We will invoice your reseller for the enterprise products covered by any true up orders in total upon our acceptance of each true up order.

Select the enterprise products to be covered by your initial order. If you select the Core CAL, you must select either *desktop* or *user* licenses.

Enterprise Products	Desktop Licenses	User Licenses
Windows Desktop Operating System Upgrade	☒	
Office Professional Plus[1]	☐	
Office Enterprise	☐	
Office Enterprise SA Step-Up from Office Professional Plus [1]	☐	
Office Standard [1]	☐	
Core Client Access License [1, 2]	☐	☒
Enterprise Client Access License Suite[1, 2]	☐	☐
Enterprise Client Access License Suite SA Step-Up from Core CAL[1, 2]	☐	☐
Exchange Server Client Access License Standard[2]	☐	☐
Exchange Server Client Access License Enterprise [2]	☐	☒
Office SharePoint Server Client Access License Standard [2]	☐	☐
Office SharePoint Server Client Access License Enterprise[2]	☐	☒
Windows Server Client Access License [2]	☐	☐

Systems Management Server Configuration Management License	☐	
Systems Center Operations Manager Client Operations Management License	☐	
Windows Terminal Services Client Access License [2]	☐	☐
Office Communication Server Client Access License Standard [2]	☐	☐
Office Communication Server Client Access License Enterprise [2]	☐	☐
SQL Server Client Access License [2]	☐	☐
Microsoft Rights Management Services	☐	☐
Microsoft Forefront Security Suite	☐	☐

[1] The components of the current versions of Office Professional, Office Standard and the current versions of the components that make up the Core CAL, are identified in the Product List.

[2] If you select a User CAL and the agreement identified on the cover page is version 6.1 or earlier, the User CAL Terms and Conditions apply.

8. Additional Products

We will invoice your reseller for each additional product covered by your initial order in three equal annual installments. The first installment will be invoiced to your reseller upon our acceptance of this enrollment; the remaining installments will be invoiced at the next two anniversaries of the enrollment effective date. We will invoice your reseller for any new additional product not initially included in your enrollment in total upon our acceptance of your order. We will invoice your reseller for additional products initially included in your enrollment and covered by any true up order submitted during the initial term in total upon our acceptance of your true up order.

9. Qualifying systems licenses.

All desktop operating system licenses provided under this program are upgrade Licenses. **No full operating system licenses are available under this program**. Therefore, if you select the Windows Desktop Operating System Upgrade & Software Assurance, all qualified desktops on which you will run the Windows Desktop Operating System Upgrade must be licensed to run one of the qualifying operating systems identified in the Product List at http://www.microsoft.com/licensing. Note that the list of operating systems that qualify for the Windows Desktop Operating System Upgrade varies with the circumstances of your order. That list is more extensive at the time of your initial order than it is for some subsequent true ups and system refreshes during the term of your enrollment.

10. Renewal orders.

For any 36-month renewal, your renewal order will be invoiced to your reseller in three annual installments. The first installment will be invoiced upon our acceptance of the renewal order; the remaining installments will be invoiced at the next two anniversaries of the effective date of that renewal term. For any 12-month renewal and for any true up orders, we will invoice your reseller in total upon our acceptance of your order.

Your reseller should complete the following sections and sign this form where indicated.

General information

Reseller company name: SHI International Corp
Street address: (PO boxes will not be accepted) 33 Knightsbridge Road
City and State / Province and postal code: Piscataway, NJ 08854
Country: USA
Contact name: Kristin Pizzi
Phone number: 888 - 764-8888
Fax number: 888-764-5889
Email address: MSTeam@SHI.com

The undersigned confirms that the reseller information is correct.

Name of reseller SHI International Corp
Signature Kristin Pizzi
Printed name Kristin Pizzi
Printed title Licensing Specialist
Date 2/10/2011

Microsoft | Volume Licensing

Program Signature Form

MBA/MBSA number	U0275474
Agreement number	01E61767

SGN-	000-kfuqua-S-100

Note: Enter the applicable active numbers asscciated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Enrollment/Affiliate Registration Form>	Document Number or Code
<Choose Enrollment/Affiliate Registration Form>	Document Number or Code
<Choose Enrollment/Affiliate Registration Form>	Document Number or Code
<Choose Enrollment/Affiliate Registration Form>	Document Number or Code
Enterprise Enrollment Amendment	6B1 (new)
Enterprise Enrollment Amendment	B11 (8568879)
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer	Microsoft Affiliate
Name of Entity (must be legal entity name) * Escambia County Bcc	**Microsoft Licensing, GP**
Signature *	**Signature**
Printed Name * Kevin W. White	**Printed Name** Mesfin Felleke
Printed Title * Chairman, Escambia County Bcc	**Printed Title** Program Manager, Compliance
Signature Date * February 9, 2011	**Signature Date** (date Microsoft Affiliate countersigns) FEB 16 2011

SEAL TEST: ERNIE LEE MAGAHA CLERK OF THE CIRCUIT COURT BY: DEPUTY CLERK

This document approved as to form and legal sufficiency.
By:
Title:
Date:

BCC APPROVED 01-20-2011

Tax ID	Effective Date (may be different than Microsoft's signature date)

* *indicates required field*

Optional 2nd Customer signature or Outsourcer Signature *(if applicable)*

Customer	Outsourcer
Name of Entity (must be legal entity name) *	**Name of Entity (must be legal entity name) ***
Signature * _____	**Signature *** _____
Printed Name *	**Printed Name ***
Printed Title *	**Printed Title ***
Signature Date *	**Signature Date ***

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form. If no media form is included, no physical media will be sent.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Licensing, GP
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA

Prepared By: Name of Preparer Email of Preparer

SLG Enterprise and Enterprise Subscription Media Order Form

Media shipping information form - starter CD kit

Enrollment information		Reseller contact	
Agreement number (Reseller or Microsoft affiliate to complete)	01E61767	Company name:	SHI International Corp
Enrollment number (Microsoft affiliate to complete)		Contact name:	Kristin Prizzi
Customer contact Name:	David A. Musselwhite	Contact email:	MSTeam@shi.com
		Contact phone:	888-764-8888

THIS FORM MUST BE ATTACHED TO AN ENROLLMENT.

At your option, starter CD kits and CD-ROM subscriptions relating to your enrollment that you choose to receive will be shipped to the address below. Terms used but not defined in this form have the meanings given to them in your enrollment identified in this form.

The starter CD kit ship to information identifies the delivery location. If you do not elect physical media, and intend to download copies of software instead, please provide the download delivery location as the starter CD kit ship to information.

Starter CD kit ship to information *(* indicates required information)*	
☒ ***Same as notices contact in the enrollment***	
Customer name *	Contact name *
Street address * (no PO boxes accepted)	Contact email address *
City and State / Province *	Contact phone number *
Country and postal code *	Contact fax number

If you choose below to receive media, then upon our acceptance of your enrollment, we will send you your starter CD kit in the language(s) you select. This starter CD kit will be provided at no additional charge, in order to permit you to exercise the license rights granted under your enrollment and related Enterprise Agreement. You may also subscribe to updates in the form of CDs, or upon reasonable notice, electronic download or similar other means. If you need additional starter CD kits and updates, you may order these through your reseller for a fee. For a complete list of the contents of any kit, visit the web site at http://selectug.mslicense.com/.

☐ Yes, I want to receive a starter CD kit (media)

☐ Yes, I want to subscribe to receive CD kit updates

☒ No, I do not want to receive a starter CD kit (media)

☒ No, I do not want to subscribe to receive CD kit updates

SLG Enterprise and Enterprise Subscription Media Order Form

Media shipping information form – starter CD kit (continued)

For each language and group you wish to receive, mark the corresponding box with an X

Language	Enterprise Kit	Mapping Kit*
English	☐	☐
English/Multi-Language**	☐	
Arabic	☐	
Brazilian Portuguese	☐	
Bulgarian	☐	
Chinese Simplified ***	☐	
Chinese Traditional	☐	
Chinese Traditional Hong Kong/Pan-Chinese	☐	
Croatian	☐	
Czech	☐	
Danish	☐	
Dutch	☐	
Estonian	☐	
Finnish	☐	
French	☐	☐
German	☐	☐
Greek	☐	
Hebrew	☐	
Hungarian	☐	
Italian	☐	☐
Japanese	☐	
Korean	☐	
Latvian	☐	
Lithuanian	☐	
Norwegian	☐	
Polish	☐	
Portuguese	☐	
Romanian	☐	
Russian	☐	
Serbian	☐	
Slovak	☐	
Slovenian	☐	
Spanish	☐	☐
Swedish	☐	
Thai	☐	
Turkish	☐	
Ukranian	☐	

* Mapping Kit is not available for use in or shipment to India, Hong Kong SAR, Macau SAR, China, Morocco Pakistan, and Turkey.

** Before installing any of the Multilanguage Packs, the English version of the product must first be installed. If you order English/Multilanguage, you must also order English.

*** Chinese Simplified Windows XP Professional is not available in the Enterprise Chinese Simplified Kit and is only available in certain countries. Contact your reseller for availability in your region.

■ = Not Available

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Microsoft Enterprise Enrollment – State and Local

Amendment

Enrollment number
Microsoft to complete: 8568879

Amendment ID: CTX- 000-kfuqua-S-100

ID Number
Microsoft to complete

This amendment is entered into between the customer and Microsoft affiliate signing, as of the effective date identified below. All terms used but not defined will have the same meanings as in the Microsoft Enterprise Enrollment identified above "the enrollment." The following terms and conditions amend the terms and conditions of the enrollment identified above, but only with respect to the customer identified below and only for purposes of this enrollment.

1. The parties agree that due to an early termination of the Enrollment identified above the following order will be credited in full. The Customer is terminating the Enrollment identified above, but starting a new enrollment effective November 1, 2010 (CPS Opportunity ID 000-kfuqua-S-100).

Product Name	Product #	Quantity	ERP Unit Price	ERP Extended Price	Invoice #	Invoice Date
Exchange Standard CAL Listed Lic/SA Pack MVL Device CAL	381-01647	1000	$24.03	$24,030.00	9640619978	October 10, 2010
SharePoint Enterprise CAL Listed Lic/SA Pack MVL Device CAL	76N-02370	1000	$26.79	$26,790.00	9640619978	October 10, 2010
Windows Server CAL Listed Languages Lic/SA Pack MVL Device CAL	R18-00093	1000	$10.39	$10,390.00	9640619978	October 10, 2010
ExchgSvrEnt ALNG LicSAPk MVL	395-02412	2	$1,854.58	$3,709.16	9640619978	October 10, 2010

SharePointSvr ALNG LicSAPk MVL	H04 - 002 32	2	$2,050.50	$4,101.00	9640619978	October 10, 2010
SQLSvrEnt ALNG LicSAPk MVL 1Proc	810 - 033 12	4	$10,947.17	$43,788.68	9640619978	October 10, 2010
Exchange Ent CAL w Svc Listed Lic/SA Pack MVL Device CAL	9M B- 008 88	1000	$22.14	$22,140.00	9640619978	October 10, 2010
SharePoint Std CAL Listed Lic/SA Pack MVL Device CAL	H05 - 002 66	1000	$33.44	$33,440.00	9640619978	October 10, 2010
			Total	$168,388.84		

Note that the above prices are provided for reference only. Your actual price and payment terms will be determined by separate agreement between you and your reseller.

We must receive your fully-executed copy of this amendment and your enrollment to which it is associated, along with your reseller's purchase order, no later than February 15th, 2011 or this amendment shall expire and become null and void.

Except for changes made by this amendment, all terms of this enrollment remain unchanged. By signing below, the parties agree to be bound by the terms of this amendment.

Customer	Contracting Microsoft Affiliate
Name of Entity * Escambia County BCC	Microsoft Licensing, GP
Signature * K W White	Signature
Printed Name * Kevin W. White	Printed Name Mesfin Belleke
Printed Title * Chairman, Escambia County Bcc	Printed Title Program Manager, Compliance
Signature Date * February 9, 2011	Signature Date (date Microsoft affiliate countersigns) FEB 16 2011
* indicates required field	Effective Date (may be different than our signature date) October 31, 2010

ATTEST: ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT
BY: [signature] DEPUTY CLERK

This document approved as to form and legal sufficiency.
By: [signature]
Title: ECA
Date: 2/8/11

BCC APPROVED 01-20-2011

Please sign this amendment and send it with your enrollment to your reseller. Your reseller must submit it to the following address. When the amendment is fully signed, you will receive a confirming copy.

Microsoft Licensing, GP
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada USA 89511-1137

Prepared By: Kim Fuqua, LE

Microsoft | Volume Licensing

Enterprise Enrollment
Amendment ID 6B1

000-kfuqua-S-100

The paragraph of the Enrollment titled "Effective date" is amended by adding the following:

Both parties to the Enrollment have agreed, for their mutual benefit, that the Enrollment will have an effective date other than the date it is signed by Microsoft. Therefore, the effective date of the Enrollment will be November 1, 2010.

This amendment must be attached to a signature form to be valid.

Microsoft | Volume Licensing

Enterprise Enrollment

Amendment ID B11

000-kfuqua-S-100

The Enrollment is hereby amended by adding the following provision:

Termination of the Enterprise Enrollment. Enterprise Enrollment No. 8568879 between Customer and Microsoft (the "Terminated Enrollment") shall be deemed terminated upon full execution and delivery of this amendment and the new Microsoft Enterprise Enrollment being signed in connection with the agreement identified on the signature form. The termination date will be one day prior to the effective date of the new Enrollment. Upon such termination, Microsoft shall void any billings to Customer or its Reseller that are or will be invoiced on or after the effective date of termination for this Enrollment. Any of Customer's obligations to place any true-up orders for additional Qualified Desktops under the Terminated Enrollment shall be deemed waived. Within 45 days of the effective date of the new Enrollment, all copies of Products installed under the Terminated Enrollment must be removed from the devices on which they were installed, except for those copies included under the new Enrollment.

This amendment must be attached to a signature form to be valid.

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Enterprise Enrollment – State and Local
Core User CAL Terms and Conditions (indirect)

These terms and conditions supplement the terms and conditions of the Enterprise Agreement version 6.1 or earlier. In the case of any conflict between these terms and conditions and the terms and conditions of that agreement, these terms control solely with respect to your acquisition of Core User CALs.

1. ***Definitions.***

   "Qualified user" means a person who accesses any Core CAL server software licensed within your enterprise. It does not include a person who accesses the software under an External Connector License. It also does not include a person who accesses the software in some other way that does not require a CAL.

2. ***Establishing a price level for the server product pool.*** If you elect to license the Enterprise Desktop Professional Platform, the price level for the server product pool will be determined as provided in the Enterprise Agreement. If you elect to license only a subset of such enterprise products, then the price level for the server product pool will be determined as follows:

   a. **Initial Price Level.** The price level for the server product pool throughout the initial term of this enrollment (for the Core User CAL or any additional products ordered from that pool) will be the price level for which you qualify based on your initial number of qualified users.

   b. **Renewal Price Level.** The price level for the servers product pool will be reset for each renewal term based upon your total number of qualified users or desktops as of the date of the renewal order for that renewal term.

3. ***Reporting country of use.*** In addition to the reporting requirements described in the Enterprise Agreement, on each Core User CAL order (initial, true up or renewal), you must report to us the countries where your qualified users covered by that order are located and the approximate number of such qualified users in each of those countries. This information is for our internal use only and does not change the reference prices we provide for the Core User CALs licensed under this enrollment.

4. ***How to order Core User CALs.***

   When are you eligible to order only Software Assurance for the Core User CAL? You may order Software Assurance for the Core User CAL without the need to simultaneously order a License if you or any of the affiliates in your enterprise have obtained perpetual licenses for the Core CAL on an enterprise-wide basis under a previous "Enterprise Enrollment," and this enrollment becomes effective no later than the day following the date of expiration of that "Enterprise Enrollment." The Software Assurance order must be for a number of qualified users equal to the number of qualified desktops or users covered as of the expiration of that "Enterprise Enrollment." For all other qualified users included in this enrollment, you must order L&SA.

Not Agenda Backup
8/9/2011 Attachment
Pg. 1-2

5. ***Placing annual "true up" orders to account for additional users.*** In addition to any "true up" order requirement described in the Enterprise Agreement, you must determine the current number of qualified users in your enterprise: (i) at each anniversary of the effective date of this enrollment (including anniversaries during any renewal); and, (ii) at its expiration or early termination.

   - **If the user count has increased.** If the number of qualified users has increased, you must submit an order for L&SA covering those additional users. You must place the order within 15 days following the anniversary of the enrollment effective date, expiration or termination.
   - **If the user count has not increased.** If the number has not increased, you must submit an update statement confirming this fact on the form we provide within that 15-day period.

6. ***Reorganizations, Consolidations, and Privatizations.*** If the number of qualified desktops or qualified users covered by an enrollment changes by more than ten percent as a result of a reorganization, consolidation, or privatization of an enrolled affiliate, we will work with the enrolled affiliate in good faith to determine how to accommodate its changed circumstances in the context of this agreement.

7. ***Core User CAL License Grant - what you are licensed to run.*** These terms supersede the corresponding license grant in the Enterprise Agreement (temporary and perpetual), solely with respect to the Core User CAL. Upon our acceptance of this enrollment, you have the following right during the term of this enrollment:

   The enrolled affiliate may allow each qualified user to access server software as specified by the Core User CAL. By including affiliates in your enterprise, you sublicense Core User CALs to each of them subject to the terms of this enrollment and the Enterprise Agreement.

   Notwithstanding anything to the contrary in such Enterprise Agreement, upon satisfaction of the obligations identified in section 6 of the Enterprise Agreement (License Grant – what your enrolled affiliates are licensed to run), you will have perpetual licenses for the latest version (or any prior version) of the Core User CAL available as of the date of expiration, renewal or termination of this enrollment in a number equal to the total number of qualified users covered by this enrollment. For purposes of this provision, the Core CAL will be deemed to have with respect to each Core CAL server software product the same version number as the latest version of that software product that is made available during the term of this enrollment.

8. ***Placing renewal orders.*** Any renewal order you submit with respect to this enrollment must include Software Assurance (or L&SA, as noted in the following sentence) for the Core CAL for either all of the qualified desktops or all of the qualified users in your enterprise as of the date of that renewal order. If you choose to transition to the Core Device CAL, your renewal order must include L&SA for any number of qualified desktops in excess of your current qualified user count. For any renewal term for which you have transitioned to the Core Device CAL, (i) the requirement to true up qualified users of these terms and conditions, is waived; and (ii) your right (temporary and perpetual) to permit qualified users to access server software under the Core User CAL is superseded by your right to permit qualified desktops to access server software under the Core Device CAL, as provided in the Enterprise Agreement.

Microsoft | Volume Licensing

Microsoft Enterprise Enrollment – State and Local

Amendment

Enrollment number *Microsoft to complete*	6568879	Amendment ID	CTX-	000-kfuqua-S-100
				ID Number *Microsoft to complete*

This amendment is entered into between the customer and Microsoft affiliate signing, as of the effective date identified below. All terms used but not defined will have the same meanings as in the Microsoft Enterprise Enrollment identified above "the enrollment." The following terms and conditions amend the terms and conditions of the enrollment identified above, but only with respect to the customer identified below and only for purposes of this enrollment.

1 The parties agree that due to an early termination of the Enrollment identified above the following order will be credited in full. The Customer is terminating the Enrollment identified above, but starting a new enrollment effective November 1, 2010 (CPS Opportunity ID 000-kfuqua-S-100).

Product Name	Product #	Quantity	ERP Unit Price	ERP Extended Price	Invoice #	Invoice Date
Exchange Standard CAL Listed Lic/SA Pack MVL Device CAL	381-01647	1000	$24.03	$24,030.00	9640619978	October 10, 2010
SharePoint Enterprise CAL Listed Lic/SA Pack MVL Device CAL	76N-02370	1000	$26.79	$26,790.00	9640619978	October 10, 2010
Windows Server CAL Listed Languages Lic/SA Pack MVL Device CAL	R18-00093	1000	$10.39	$10,390.00	9640619978	October 10, 2010
ExchgSvrEnt ALNG LicSAPk MVL	395-02412	2	$1,854.58	$3,709.16	9640619978	October 10, 2010

Microsoft | Volume Licensing

SharePointSvr ALNG LicSAPk MVL	H04 - 00232	2	$2,050.50	$4,101.00	9640619978	October 10, 2010
SQLSvrEnt ALNG LicSAPk MVL 1Proc	810 - 03312	4	$10,947.17	$43,788.68	9640619978	October 10, 2010
Exchange Ent CAL w Svc Listed Lic/SA Pack MVL Device CAL	9MB-00888	1000	$22.14	$22,140.00	9640619978	October 10, 2010
SharePoint Std CAL Listed Lic/SA Pack MVL Device CAL	H05 - 00266	1000	$33.44	$33,440.00	9640619978	October 10, 2010
			Total	$168,388.84		

Note that the above prices are provided for reference only. Your actual price and payment terms will be determined by separate agreement between you and your reseller.

We must receive your fully-executed copy of this amendment and your enrollment to which it is associated, along with your reseller's purchase order, no later than January 28th, 2011 or this amendment shall expire and become null and void.

Except for changes made by this amendment, all terms of this enrollment remain unchanged. By signing below, the parties agree to be bound by the terms of this amendment.

Customer	Contracting Microsoft Affiliate
Name of Entity * Escambia County BCC	Microsoft Licensing, GP
Signature *	Signature
Printed Name * Kevin W. White	Printed Name
Printed Title * Chairman, Escambia County BCC	Printed Title
Signature Date *	Signature Date (date Microsoft affiliate countersigns)
	Effective Date (may be different than our signature date) November 1, 2010

* *indicates required field*

ATTEST: ERNIE LEE MAGAHA CLERK OF THE CIRCUIT COURT
BY: _____ DEPUTY CLERK

This document approved as to form and legal sufficiency.
By _____
Title _____
Date 12/15/10

Please sign this amendment and send it with your enrollment to your reseller. Your reseller must submit it to the following address. When the amendment is fully signed, you will receive a confirming copy.

Microsoft Licensing, GP
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada USA 89511-1137

Prepared By: Kim Fuqua, LE

Microsoft | Volume Licensing

Enterprise Enrollment (indirect)

State and Local

Microsoft Business Agreement number (if applicable) *Reseller or Microsoft affiliate to complete*	U0275474
Enterprise Agreement number *Reseller or Microsoft affiliate to complete*	01E61767
Enrollment number *Microsoft affiliate to complete*	

Framework ID	N36
Reseller purchase order number *Reseller to complete*	
Previous Qualifying Enrollment number *Reseller to complete*	
Previous Qualifying Enrollment end date *Reseller to complete*	

This Microsoft Enterprise Enrollment is entered into between the following entities signing, as of the effective date identified below.

Definitions. When used in this enrollment, "you" refers to the entity that signs this enrollment with us, and "we" or "us" refers to the Microsoft entity that signs this enrollment.

"Qualifying Enrollment," means (i) an enterprise enrollment under a separate Microsoft Select Master Agreement or Microsoft Enterprise Agreement; (ii) any enterprise subscription enrollment entered into under a separate Microsoft Enterprise Subscription Agreement; or (iii) any other enrollment submitted under the Microsoft Enterprise Agreement identified on the cover page.

All other definitions in the Microsoft Enterprise Agreement identified above apply here.

Effective date. If you are renewing Software Assurance from one or more previous "Qualifying Enrollments" then the effective date will be the day after the first Enrollment expires.

Otherwise the effective date will be the date this enrollment is signed by us. Where a previous Qualifying Enrollment is being used, your reseller will require that enrollment number and end date to complete the applicable boxes above.

Term. This enrollment will expire 36 full calendar months from the effective date. It could be terminated earlier or renewed as provided in the Microsoft Enterprise Agreement. We will advise you of your renewal options before it expires.

Representations and warranties. By signing this enrollment, the parties agree to be bound by the terms of this enrollment, and you represent and warrant that: (i) you have read and understand the Microsoft Business Agreement identified above (if any) and the Microsoft Enterprise Agreement, including all documents it incorporates by reference and any amendments to those documents, and agree to be bound by those terms; and (ii) you are either the entity that signed the Microsoft Enterprise Agreement or its affiliate.

Non-exclusivity. This enrollment is non-exclusive. Nothing contained in it requires you to license, use or promote Microsoft software or services exclusively. You may, if you choose, enter into agreements with other parties to license, use or promote non-Microsoft software or services.

This enrollment consists of (1) this cover page, (2) the Contact Information Page(s), (3) the Enterprise order information, (4) the Reseller Information Form, (5) the Media Order Form, and (6) the Core User CAL Terms and Conditions (if applicable).

Customer	Contracting Microsoft Affiliate
Name of entity * Escambia County Bcc	Microsoft Licensing, GP
Signature *	Signature
Printed name * Kevin W. White	Printed name
Printed title * Chairman, Escambia County BCC	Printed title
Signature date *	Signature date (date Microsoft affiliate countersigns)
* indicates required fields	Effective date (may be different than our signature date)

ATTEST: ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT
BY: _____
DEPUTY CLERK

Microsoft Volume Licensing web sites (Note: We will advise you of any changes to these URLs.)	
Product use rights	http://microsoft.com/licensing
Product List	http://microsoft.com/licensing
Microsoft Volume Licensing Services (MVLS) (password protected site to view orders under this enrollment)	https://licensing.microsoft.com/
Customer guide	http://microsoft.com/licensing/programs/

Notices to Microsoft should be sent to:	Copies should be sent to:
MSLI, GP 6100 Neil Road, Suite 210 Reno, Nevada USA 89511-1137 Dept. 551, Volume Licensing	Microsoft Law and Corporate Affairs One Microsoft Way Redmond, WA 98052 USA Volume Licensing Group (425) 936-7329 fax

Attachments:

☒	Media Order Form (required)
☒	Core User CAL Terms and Conditions, if applicable
☐	MS Capital Form, if applicable

Customer. Please remit to your reseller.

Reseller. Please remit to Microsoft.

This document approved as to form and legal sufficiency.
By _____
Title ACA
Date 12/14/10

CAR 11-1

1. Contact information. Each party will notify the other in writing if any of the information in the following contact information page(s) change. The * indicates required fields. By providing contact information, you consent to its use for purposes of administering this enrollment by us, our affiliates, and other parties that help us administer this enrollment.

Primary contact information: The customer signing on the cover page must identify an individual from inside its organization to serve as the primary contact. This contact is the default online administrator for this enrollment and receives all notices unless you provide us written notice of a change. The online administrator may appoint others as administrators and grant others access to online information.

Customer		
Name of entity * Escambia County BCC		Contact name * Last Musselwhite First David A.
Street address * 221 Palafox Place, Suite 210		Contact email address (required for online access) * david_musselwhite@co.escambia.fl.us
City * Pensacola	State/Province * FL	Phone (850) 595-4993
Country * USA	Postal code * 32502	Fax (850) 595-0472

Notices and online access contact information: **Complete this only if you want to designate a notices and online access contact different than the primary contact.** This contact will become the default online administrator for this enrollment and receive all notices. This contact may appoint other administrators and grant others access to online information.

Notices and online access contact		
☐ Same as primary contact		
Name of entity		Contact name Last First
Street address		Contact email address (required for online access)
City	State/Province	Phone
Country	Postal code	Fax

Language preference: This section designates the language in which you prefer to receive notices.

English

Additional electronic contractual notices contact information: This contact will receive electronic contractual notices in addition to the notices contact. This contact is not required if you do not want an additional set of notices issued.

Electronic contractual notices contact		
Name of entity		Contact name Last First
Street address		Contact email address (required for electronic notices)
City	State/Province	Phone
Country	Postal code	Fax

Software Assurance benefits contact: This contact will receive communications concerning Software Assurance benefits, and any additional TechNet subscriptions that have been ordered separately from Software Assurance under this enrollment. This contact is optional. If this contact is not completed, any notices for Software Assurance benefits will default to the notices and online contact.

Software Assurance benefits contact		
Name of entity		Contact name Last First
Street address		Contact email address (required for electronic notices)
City	State/Province	Phone
Country	Postal code	Fax

MSDN contact: This contact will receive communications concerning registration for MSDN products ordered under this enrollment. This contact is optional. If this contact is not completed, any notices for MSDN will default to the notices and online contact.

MSDN contact		
Name of entity		Contact name Last First
Street address		Contact email address (required for electronic notices)
City	State/Province	Phone
Country	Postal code	Fax

Microsoft account manager: This section designates your Microsoft account manager contact.

Microsoft account manager name	Microsoft account manager email address @microsoft.com

2. Defining your enterprise.

Use this section to identify which affiliates will be included in your enterprise. Your enterprise must consist of entire government agencies, departments or legal jurisdictions, not partial government agencies, departments, or legal jurisdictions. Each affiliate must be entirely "in" or entirely "out." All affiliates acquired after the effective date of this enrollment that are not party to a Qualifying Enrollment of their own will automatically be included unless you fill in part b below.

a. Use this part (a) to determine which current affiliates will be included in your enterprise. Check only one of the boxes in part (a).	
☒	Only you (and no other affiliates) will be participating
☐	You and the following affiliates will be participating (attach a list of names on a separate piece of paper if more than 10 affiliates are being included):
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
b. Use this part (b) to indicate whether affiliates with which you consolidate after the enrollment effective date will be included. Unless you check the box below, all affiliates you consolidate with after the enrollment effective date that are not party to a Qualifying Enrollment of their own will automatically be included.	
☐	Exclude all affiliates consolidated with after the enrollment effective date that are not party to a Qualifying Enrollment of their own.

3. Selecting your language option.

Select the option for the languages in which you will run the products licensed under this enrollment. The options and their corresponding languages are identified here.

All Languages		
"Listed Languages"	**"Restricted Languages"**	**"Extended Languages"**
Arabic	Danish	Czech
Bulgarian	Dutch	Estonian
Chinese Simplified	English[1]	Hungarian
Chinese Traditional	Finnish	Latvian
Croatian	French[3]	Lithuanian
English[1]Hebrew	German	Polish
Indic	Greek	Slovenian
Japanese	Italian	Slovak
Korean	Norwegian	
Portuguese (Brazil)	Portuguese (Portugal)	
Romanian	Spanish[2]	
Russian	Swedish	
Serbian		
Spanish[2]		
Thai		
Turkish		
Ukrainian		

[1] English is a Listed Language if this enrollment is signed outside of the following countries and a Restricted Language if this enrollment is signed inside these countries: Austria, Belgium, Cyprus, Czech Republic, Denmark, Estonia, France, Finland, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Slovakia, Slovenia, United Kingdom, Switzerland, Sweden, or Spain. English is a "Listed Language", except when restricted as described in the "Restricted Languages" list (see footnote 3)

[2] Spanish is a Listed Language only if this enrollment is signed in Latin America and is otherwise Restricted Language.

[3] French is a "Listed Language," if signed in Canada

- Select All Languages to run your products in any of the Listed, Extended or Restricted Languages. This option also allows you to run Multi-Language packs for your products.
- Select Listed Languages to run your products in those languages.
- Select Extended Languages to run your products in those languages.
- If you select the Listed or Extended Languages option you may run up to 10% of the copies of each of your products in All Languages.

Check one box	
☐	Listed Languages
☒	All Languages
☐	Extended Languages

4. Language allocation.

Provide us with your good faith estimate of the specific languages in which you will run all copies of all products and the approximate percentage of those copies you will run in each language. Information that you provide here does not limit your future use of products under this enrollment in any permitted language within the language group you select above. Attach a separate sheet if more space is needed.

Language	Percentages
English	100%%
	%
	%
	%

5. Applicable currency.

Payments made in connection with this enrollment must be in U.S. Dollars

6. Establishing your price level.

The price level for enterprise products is determined by the terms and conditions of the enterprise agreement. Your price level for additional products will be level "D".

Qualified desktops: You represent that the total number of qualified desktops in your enterprise is, or will be increased to, this number during the initial term of this enrollment (This number must be equal to at least 250 desktops).	773
Qualified users: You represent that the total number of qualified users in your enterprise is, or will be increased to, this number during the initial term of this enrollment (This number must be equal to at least 250 users).	1200

7. *Enterprise product orders.*

Your reseller will provide you with your product pricing and order. Your prices and payment terms for all products ordered will be determined by agreement between you and your reseller. Your reseller will provide us with your order separately from this enrollment.

We will invoice your reseller in three equal annual installments for the enterprise products covered by your initial order. The first installment will be invoiced to your reseller upon our acceptance of this enrollment; the remaining installments will be invoiced at the next two anniversaries of the enrollment effective date. We will invoice your reseller for the enterprise products covered by any true up orders in total upon our acceptance of each true up order.

Select the enterprise products to be covered by your initial order. If you select the Core CAL, you must select either *desktop* or *user* licenses.

Enterprise Products	Desktop Licenses	User Licenses
Windows Desktop Operating System Upgrade	☒	
Office Professional Plus[1]	☐	
Office Enterprise	☐	
Office Enterprise SA Step-Up from Office Professional Plus [1]	☐	
Office Standard [1]	☐	
Core Client Access License [1, 2]	☐	☒
Enterprise Client Access License Suite[1, 2]	☐	☒
Enterprise Client Access License Suite SA Step-Up from Core CAL[1, 2]	☐	☐
Exchange Server Client Access License Standard[2]	☐	☐
Exchange Server Client Access License Enterprise [2]	☐	☐
Office SharePoint Server Client Access License Standard [2]	☐	☐
Office SharePoint Server Client Access License Enterprise[2]	☐	☒
Windows Server Client Access License [2]	☐	☐

Systems Management Server Configuration Management License	☐	
Systems Center Operations Manager Client Operations Management License	☐	
Windows Terminal Services Client Access License [2]	☐	☐
Office Communication Server Client Access License Standard [2]	☐	☐
Office Communication Server Client Access License Enterprise [2]	☐	☐
SQL Server Client Access License [2]	☐	☐
Microsoft Rights Management Services	☐	☐
Microsoft Forefront Security Suite	☐	☐

[1] The components of the current versions of Office Professional, Office Standard and the current versions of the components that make up the Core CAL, are identified in the Product List.

[2] If you select a User CAL and the agreement identified on the cover page is version 6.1 or earlier, the User CAL Terms and Conditions apply.

8. Additional Products

We will invoice your reseller for each additional product covered by your initial order in three equal annual installments. The first installment will be invoiced to your reseller upon our acceptance of this enrollment; the remaining installments will be invoiced at the next two anniversaries of the enrollment effective date. We will invoice your reseller for any new additional product not initially included in your enrollment in total upon our acceptance of your order. We will invoice your reseller for additional products initially included in your enrollment and covered by any true up order submitted during the initial term in total upon our acceptance of your true up order.

9. Qualifying systems licenses.

All desktop operating system licenses provided under this program are upgrade Licenses. **No full operating system licenses are available under this program.** Therefore, if you select the Windows Desktop Operating System Upgrade & Software Assurance, all qualified desktops on which you will run the Windows Desktop Operating System Upgrade must be licensed to run one of the qualifying operating systems identified in the Product List at http://www.microsoft.com/licensing. Note that the list of operating systems that qualify for the Windows Desktop Operating System Upgrade varies with the circumstances of your order. That list is more extensive at the time of your initial order than it is for some subsequent true ups and system refreshes during the term of your enrollment.

10. Renewal orders.

For any 36-month renewal, your renewal order will be invoiced to your reseller in three annual installments. The first installment will be invoiced upon our acceptance of the renewal order; the remaining installments will be invoiced at the next two anniversaries of the effective date of that renewal term. For any 12-month renewal and for any true up orders, we will invoice your reseller in total upon our acceptance of your order.

Your reseller should complete the following sections and sign this form where indicated.

General information

Reseller company name: SHI
Street address: (PO boxes will not be accepted) 33 Knightsbridge Road
City and State / Province and postal code: Piscataway, NJ 08854
Country: USA
Contact name:
Phone number:
Fax number:
Email address:

The undersigned confirms that the reseller information is correct.

Name of reseller
Signature
Printed name
Printed title
Date

THE CONDITION OF THE ORIGINAL
DOCUMENT IS REFLECTED IN THE
IMAGE AND IS NOT THE FAULT OF THE
MICROFILMING PROCESS

2011-000026 BCC
Jan. 06, 2011 Page 19

Escambia BoCC - Full Desktop + Core CAL ~ EA Pricing

Pricing - Requires Amendment. Order effective date must be November-1-2010

☑ *New Agreement* ☐ *Renewal*

Florida State Contract # 252-001-09-1

Product Description	Year 1			Year 2			Year 3		
E CAL Suite - Platform	Qty	Price	Extended Price	Qty	Price	Extended Price	Qty	Price	Extended Price
[redacted]	773	$62.00	$47,926.00	773	$62.00	$47,926.00	773	$62.00	$47,926.00
[redacted]	1200	$46.10	$55,320.00	1200	$50.00	$60,000.00	1200	$50.00	$60,000.00
[redacted]	200	$26.00	$5,200.00	200	$26.00	$5,200.00	200	$26.00	$5,200.00
[redacted]	1000	$22.00	$22,000.00	1000	$22.00	$22,000.00	1000	$22.00	$22,000.00
[redacted]	200	$30.00	$6,000.00	200	$30.00	$6,000.00	200	$30.00	$6,000.00
[redacted]	1,000	$21.50	$21,500.00	1,000	$21.50	$21,500.00	1,000	$21.50	$21,500.00
[redacted]	2	$732.60	$1,465.20	2	$732.60	$1,465.20	2	$732.60	$1,465.20
[redacted]	2	$891.00	$1,782.00	2	$891.00	$1,782.00	2	$891.00	$1,782.00
[redacted]	4	$4,973.20	$19,892.80	4	$4,973.20	$19,892.80	4	$4,973.20	$19,892.80
[redacted]	[redacted]			[redacted]			[redacted]		
Enterprise Agreement Total Cost	*This Enterprise Agreement is customized to the requirements of Escambia BoCC only*								[redacted]

Prepared By: Tom Miner
Account Executive - Public Sector
Direct: (813) 342-8526
Email: Tom_Miner@shi.com

Quote Created: 12/14/2010

CAR 11-1

Escambia County
Clerk's Original
9/18/2008 CAR II-2

2008-001122 BCC
Sep. 18, 2008 Page 1

Microsoft | Volume Licensing

Enterprise Enrollment (indirect) State and Local

Framework ID	N36
Microsoft Business Agreement number (if applicable) *Reseller or Microsoft affiliate to complete*	U0275474
Reseller purchase order number *Reseller to complete*	ECBCC-ENTP
Enterprise Agreement number *Reseller or Microsoft affiliate to complete*	01E61767
Previous Qualifying Enrollment number *Reseller to complete*	
Enrollment number *Microsoft affiliate to complete*	8568879
Previous Qualifying Enrollment end date *Reseller to complete*	

This Microsoft Enterprise Enrollment is entered into between the following entities signing, as of the effective date identified below.

Definitions. When used in this enrollment, "you" refers to the entity that signs this enrollment with us, and "we" or "us" refers to the Microsoft entity that signs this enrollment.

"Qualifying Enrollment," means (i) an enterprise enrollment under a separate Microsoft Select Master Agreement or Microsoft Enterprise Agreement; (ii) any enterprise subscription enrollment entered into under a separate Microsoft Enterprise Subscription Agreement; or (iii) any other enrollment submitted under the Microsoft Enterprise Agreement identified on the cover page.

All other definitions in the Microsoft Enterprise Agreement identified above apply here.

Effective date. If you are renewing Software Assurance from one or more previous "Qualifying Enrollments" then the effective date will be the day after the first Enrollment expires.

Otherwise the effective date will be the date this enrollment is signed by us. Where a previous Qualifying Enrollment is being used, your reseller will require that enrollment number and end date to complete the applicable boxes above.

Term. This enrollment will expire 36 full calendar months from the effective date. It could be terminated earlier or renewed as provided in the Microsoft Enterprise Agreement. We will advise you of your renewal options before it expires.

Representations and warranties. By signing this enrollment, the parties agree to be bound by the terms of this enrollment, and you represent and warrant that: (i) you have read and understand the Microsoft Business Agreement identified above (if any) and the Microsoft Enterprise Agreement, including all documents it incorporates by reference and any amendments to those documents, and agree to be bound by those terms; and (ii) you are either the entity that signed the Microsoft Enterprise Agreement or its affiliate.

Non-exclusivity. This enrollment is non-exclusive. Nothing contained in it requires you to license, use or promote Microsoft software or services exclusively. You may, if you choose, enter into agreements with other parties to license, use or promote non-Microsoft software or services.

Date: 9/23/2008 Verified By: DHarris

THE CONDITION OF THE ORIGINAL DOCUMENT IS REFLECTED IN THE IMAGE AND IS NOT THE FAULT OF THE MICROFILMING PROCESS

This enrollment consists of (1) this cover page, (2) the Contact Information Page(s), (3) the Enterprise order information, (4) the Reseller Information Form, (5) the Media Order Form, and (6) the Core User CAL Terms and Conditions (if applicable).

Customer	Contracting Microsoft Affiliate
Name of entity * Escambia County BCC	Microsoft Licensing, GP
Signature *	Signature
Printed name * Gene M. Valentino	Printed name Deborah Moravec
Printed title * Chairman, Escambia County BCC	Printed title Program Manager, Compliance
Signature date * September 18, 2008	Signature date (date Microsoft affiliate countersigns) OCT 10 2008
* indicates required fields	Effective date (may be different than our signature date) 10/10/2008

BCC APPROVED 09-18-2008

Microsoft Volume Licensing web sites (Note: We will advise you of any changes to these URLs.)	
Product use rights	http://microsoft.com/licensing
Product List	http://microsoft.com/licensing
Microsoft Volume Licensing Services (MVLS) (password protected site to view orders under this enrollment)	https://licensing.microsoft.com/
Customer guide	http://microsoft.com/licensing/programs/

Notices to Microsoft should be sent to:	Copies should be sent to:
MSLI, GP 6100 Neil Road, Suite 210 Reno, Nevada USA 89511-1137 Dept. 551, Volume Licensing	Microsoft Law and Corporate Affairs One Microsoft Way Redmond, WA 98052 USA Volume Licensing Group (425) 936-7329 fax

Attachments:

☒	Media Order Form (required)
☐	Core User CAL Terms and Conditions, if applicable
☐	MS Capital Form, if applicable

Customer. Please remit to your reseller.

Reseller. Please remit to Microsoft.

This document approved as to form and legal sufficiency.
By: Kristin Hual
Title: Asst County Atty
Date: 9/3/08

THE CONDITION OF THE ORIGINAL DOCUMENT IS REFLECTED IN THE IMAGE AND IS NOT THE FAULT OF THE MICROFILMING PROCESS

1. Contact information. Each party will notify the other in writing if any of the information in the following contact information page(s) change. The * indicates required fields. By providing contact information, you consent to its use for purposes of administering this enrollment by us, our affiliates, and other parties that help us administer this enrollment.

Primary contact information: The customer signing on the cover page must identify an individual from inside its organization to serve as the primary contact. This contact is the default online administrator for this enrollment and receives all notices unless you provide us written notice of a change. The online administrator may appoint others as administrators and grant others access to online information.

Customer		
Name of entity * Escambia County BCC		Contact name * Last Musselwhite First David
Street address * 221 Palafox Place		Contact email address (required for online access) * damussel@co.escambia.fl.us
City * Pensacola	State/Province * FL	Phone 850-595-4990
Country * USA	Postal code * 32502	Fax 850-595-0472

Notices and online access contact information: Complete this only if you want to designate a notices and online access contact different than the primary contact. This contact will become the default online administrator for this enrollment and receive all notices. This contact may appoint other administrators and grant others access to online information.

Notices and online access contact		
☒ Same as primary contact		
Name of entity		Contact name Last First
Street address		Contact email address (required for online access)
City	State/Province	Phone
Country	Postal code	Fax

THE CONDITION OF THE ORIGINAL DOCUMENT IS REFLECTED IN THE IMAGE AND IS NOT THE FAULT OF THE MICROFILMING PROCESS

Language preference: This section designates the language in which you prefer to receive notices.

English

Additional electronic contractual notices contact information: This contact will receive electronic contractual notices in addition to the notices contact. This contact is not required if you do not want an additional set of notices issued.

Electronic contractual notices contact		
Name of entity		Contact name Last First
Street address		Contact email address (required for electronic notices)
City	State/Province	Phone
Country	Postal code	Fax

Software Assurance benefits contact: This contact will receive communications concerning Software Assurance benefits, and any additional TechNet subscriptions that have been ordered separately from Software Assurance under this enrollment. This contact is optional. If this contact is not completed, any notices for Software Assurance benefits will default to the notices and online contact.

Software Assurance benefits contact		
Name of entity		Contact name Last First
Street address		Contact email address (required for electronic notices)
City	State/Province	Phone
Country	Postal code	Fax

THE CONDITION OF THE ORIGINAL DOCUMENT IS REFLECTED IN THE IMAGE AND IS NOT THE FAULT OF THE MICROFILMING PROCESS

MSDN contact: This contact will receive communications concerning registration for MSDN products ordered under this enrollment. This contact is optional. If this contact is not completed, any notices for MSDN will default to the notices and online contact.

MSDN contact		
Name of entity		Contact name Last First
Street address		Contact email address (required for electronic notices)
City	State/Province	Phone
Country	Postal code	Fax

Microsoft account manager: This section designates your Microsoft account manager contact.

Microsoft account manager name	Microsoft account manager email address
Giovannie Olavarria	golavar@microsoft.com

THE CONDITION OF THE ORIGINAL DOCUMENT IS REFLECTED IN THE IMAGE AND IS NOT THE FAULT OF THE MICROFILMING PROCESS

2. Defining your enterprise.

Use this section to identify which affiliates will be included in your enterprise. Your enterprise must consist of entire government agencies, departments or legal jurisdictions, not partial government agencies, departments, or legal jurisdictions. Each affiliate must be entirely "in" or entirely "out." All affiliates acquired after the effective date of this enrollment that are not party to a Qualifying Enrollment of their own will automatically be included unless you fill in part b below.

a. Use this part (a) to determine which current affiliates will be included in your enterprise. Check only one of the boxes in part (a).	
☒	Only you (and no other affiliates) will be participating
☐	You and the following affiliates will be participating (attach a list of names on a separate piece of paper if more than 10 affiliates are being included):
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
b. Use this part (b) to indicate whether affiliates with which you consolidate after the enrollment effective date will be included. Unless you check the box below, all affiliates you consolidate with after the enrollment effective date that are not party to a Qualifying Enrollment of their own will automatically be included.	
☐	Exclude all affiliates consolidated with after the enrollment effective date that are not party to a Qualifying Enrollment of their own.

THE CONDITION OF THE ORIGINAL DOCUMENT IS REFLECTED IN THE IMAGE AND IS NOT THE FAULT OF THE MICROFILMING PROCESS

3. Selecting your language option.

Select the option for the languages in which you will run the products licensed under this enrollment. The options and their corresponding languages are identified here.

All Languages		
"Listed Languages"	**"Restricted Languages"**	**"Extended Languages"**
Arabic	Danish	Czech
Bulgarian	Dutch	Estonian
Chinese Simplified	English[1]	Hungarian
Chinese Traditional	Finnish	Latvian
Croatian	French[3]	Lithuanian
English[1]Hebrew	German	Polish
Indic	Greek	Slovenian
Japanese	Italian	Slovak
Korean	Norwegian	
Portuguese (Brazil)	Portuguese (Portugal)	
Romanian	Spanish[2]	
Russian	Swedish	
Serbian		
Spanish[2]		
Thai		
Turkish		
Ukrainian		

[1] English is a Listed Language if this enrollment is signed outside of the following countries and a Restricted Language if this enrollment is signed inside these countries: Austria, Belgium, Cyprus, Czech Republic, Denmark, Estonia, France, Finland, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Slovakia, Slovenia, United Kingdom, Switzerland, Sweden, or Spain. English is a "Listed Language", except when restricted as described in the "Restricted Languages" list (see footnote 3)

[2] Spanish is a Listed Language only if this enrollment is signed in Latin America and is otherwise Restricted Language.

[3] French is a "Listed Language," if signed in Canada

- Select All Languages to run your products in any of the Listed, Extended or Restricted Languages. This option also allows you to run Multi-Language packs for your products.
- Select Listed Languages to run your products in those languages.
- Select Extended Languages to run your products in those languages.
- If you select the Listed or Extended Languages option you may run up to 10% of the copies of each of your products in All Languages.

Check one box	
☒	**Listed Languages**
☐	**All Languages**
☐	**Extended Languages**

THE CONDITION OF THE ORIGINAL DOCUMENT IS REFLECTED IN THE IMAGE AND IS NOT THE FAULT OF THE MICROFILMING PROCESS

4. Language allocation.

Provide us with your good faith estimate of the specific languages in which you will run all copies of all products and the approximate percentage of those copies you will run in each language. Information that you provide here does not limit your future use of products under this enrollment in any permitted language within the language group you select above. Attach a separate sheet if more space is needed.

Language	Percentages
English	100%%
	%
	%
	%

5. Applicable currency.

Payments made in connection with this enrollment must be in U.S. Dollars

6. Establishing your price level.

The price level for enterprise products is determined by the terms and conditions of the enterprise agreement. Your price level for additional products will be level "D".

Qualified desktops: You represent that the total number of qualified desktops in your enterprise is, or will be increased to, this number during the initial term of this enrollment (This number must be equal to at least 250 desktops).	**1000**
Qualified users: You represent that the total number of qualified users in your enterprise is, or will be increased to, this number during the initial term of this enrollment (This number must be equal to at least 250 users).	

THE CONDITION OF THE ORIGINAL DOCUMENT IS REFLECTED IN THE IMAGE AND IS NOT THE FAULT OF THE MICROFILMING PROCESS

7. *Enterprise product orders.*

Your reseller will provide you with your product pricing and order. Your prices and payment terms for all products ordered will be determined by agreement between you and your reseller. Your reseller will provide us with your order separately from this enrollment.

We will invoice your reseller in three equal annual installments for the enterprise products covered by your initial order. The first installment will be invoiced to your reseller upon our acceptance of this enrollment; the remaining installments will be invoiced at the next two anniversaries of the enrollment effective date. We will invoice your reseller for the enterprise products covered by any true up orders in total upon our acceptance of each true up order.

Select the enterprise products to be covered by your initial order. If you select the Core CAL, you must select either *desktop* or *user* licenses.

Enterprise Products	Desktop Licenses	User Licenses
Windows Desktop Operating System Upgrade	☐	
Office Professional Plus[1]	☐	
Office Enterprise	☐	
Office Enterprise SA Step-Up from Office Professional Plus [1]	☐	
Office Standard [1]	☐	
Core Client Access License [1, 2]	☐	☐
Enterprise Client Access License Suite[1, 2]	☐	☐
Enterprise Client Access License Suite SA Step-Up from Core CAL[1, 2]	☐	☐
Exchange Server Client Access License Standard[2]	☒	☐
Exchange Server Client Access License Enterprise [2]	☒	☐
Office SharePoint Server Client Access License Standard [2]	☒	☐
Office SharePoint Server Client Access License Enterprise[2]	☒	☐
Windows Server Client Access License [2]	☒	☐

Systems Management Server Configuration Management License	☐	
Systems Center Operations Manager Client Operations Management License	☐	
Windows Terminal Services Client Access License [2]	☐	☐
Office Communication Server Client Access License Standard [2]	☐	☐
Office Communication Server Client Access License Enterprise [2]	☐	☐
SQL Server Client Access License [2]	☐	☐
Microsoft Rights Management Services	☐	☐
Microsoft Forefront Security Suite	☐	☐

[1] The components of the current versions of Office Professional, Office Standard and the current versions of the components that make up the Core CAL, are identified in the Product List.

[2] If you select a User CAL and the agreement identified on the cover page is version 6.1 or earlier, the User CAL Terms and Conditions apply.

8. Additional Products

We will invoice your reseller for each additional product covered by your initial order in three equal annual installments. The first installment will be invoiced to your reseller upon our acceptance of this enrollment; the remaining installments will be invoiced at the next two anniversaries of the enrollment effective date. We will invoice your reseller for any new additional product not initially included in your enrollment in total upon our acceptance of your order. We will invoice your reseller for additional products initially included in your enrollment and covered by any true up order submitted during the initial term in total upon our acceptance of your true up order.

9. Qualifying systems licenses.

All desktop operating system licenses provided under this program are upgrade Licenses. **No full operating system licenses are available under this program.** Therefore, if you select the Windows Desktop Operating System Upgrade & Software Assurance, all qualified desktops on which you will run the Windows Desktop Operating System Upgrade must be licensed to run one of the qualifying operating systems identified in the Product List at http://www.microsoft.com/licensing. Note that the list of operating systems that qualify for the Windows Desktop Operating System Upgrade varies with the circumstances of your order. That list is more extensive at the time of your initial order than it is for some subsequent true ups and system refreshes during the term of your enrollment.

10. Renewal orders.

For any 36-month renewal, your renewal order will be invoiced to your reseller in three annual installments. The first installment will be invoiced upon our acceptance of the renewal order; the remaining installments will be invoiced at the next two anniversaries of the effective date of that renewal term. For any 12-month renewal and for any true up orders, we will invoice your reseller in total upon our acceptance of your order.

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Your reseller should complete the following sections and sign this form where indicated.

General information

Reseller company name: SHI
Street address: (PO boxes will not be accepted) 33 Knightsbridge Rd
City and State / Province and postal code: Piscataway, NJ 08854
Country: USA
Contact name: Karen Infusino
Phone number: 888-764-8888
Fax number: 888-764-8889
Email address: msteam@shi.com

The undersigned confirms that the reseller information is correct.

Name of reseller SHI
Signature Karen M Infusino
Printed name Karen M Infusino
Printed title Licensing Specialist
Date 10/9/08

BCC: 09-18-2008

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

ORGANIZATION: Management and Budget Services Bureau

FROM: Amy Lovoy, Bureau Chief

DATE: September 2, 2008

ISSUE: Enterprise Agreement with Microsoft Corporation

RECOMMENDATION:

That the Board take the following action concerning an Enterprise Agreement with Microsoft Corporation:

A. Authorize the County to piggyback off the Florida State Contract 255-001-01-01 and award a purchase order in the amount of $163,080 to Software House International, Inc. (SHI) as the authorized reseller for Microsoft Corporation;

B. Authorize and approve the County Administrator to execute the purchase order; and

C. Authorize the Chairman to execute all documents related to the acceptance of the three-year Enterprise Agreement with Microsoft Corporation without further action of the Board.

[Funding: Fund 001 General Fund, Cost Center 270102 - $163,080]

BACKGROUND:

The Information Technology division has explored options to alleviate both ongoing and anticipated issues with the County's e-mail and calendar services. Problems with the current service can be attributed to various causes, specifically related to the type and age of products currently utilized. These functionality issues also prohibit implementing the recommendations of the employee action and process improvement teams.

At the July 17, 2008 Committee of the Whole, the Board directed staff to proceed with the Enterprise Agreement with the Microsoft Corporation.

BUDGETARY IMPACT:

Funds are available in the General Fund 001, Cost Center 270102 Information Systems.

BCC 09-18-08
RE: Enterprise Agreement with Microsoft Corporation
Date: September 2, 2008
Page 2 of 2

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney has approved the Enterprise Agreement for form and legal sufficiency.

PERSONNEL:

No additional personnel are anticipated for the implementation of this Enterprise Agreement.

POLICY/REQUIREMENT FOR BOARD ACTION/DISCUSSION:

This recommendation is in compliance with the provision of the Code of Ordinances of Escambia County, Florida, 1999 Chapter 46, Article II, Division 3, Sections 87-90, Purchases and Contracts and F.S. 255-20.

IMPLEMENTATION REQUIREMENTS: N/A

COORDINATION WITH OTHER AGENCIES/PERSONS:

The Information Technology division of the Management and Budget Services Bureau will coordinate efforts on behalf of the County.

CONCUR: _____
Robert R. McLaughlin, County Administrator

Microsoft | Volume Licensing

Enterprise Enrollment (indirect) State and Local

Framework ID	N36
Microsoft Business Agreement number (if applicable) *Reseller or Microsoft affiliate to complete*	U0275474
Reseller purchase order number *Reseller to complete*	
Enterprise Agreement number *Reseller or Microsoft affiliate to complete*	01E61767
Previous Qualifying Enrollment number *Reseller to complete*	
Enrollment number *Microsoft affiliate to complete*	
Previous Qualifying Enrollment end date *Reseller to complete*	

This Microsoft Enterprise Enrollment is entered into between the following entities signing, as of the effective date identified below.

Definitions. When used in this enrollment, "you" refers to the entity that signs this enrollment with us, and "we" or "us" refers to the Microsoft entity that signs this enrollment.

"Qualifying Enrollment," means (i) an enterprise enrollment under a separate Microsoft Select Master Agreement or Microsoft Enterprise Agreement; (ii) any enterprise subscription enrollment entered into under a separate Microsoft Enterprise Subscription Agreement; or (iii) any other enrollment submitted under the Microsoft Enterprise Agreement identified on the cover page.

All other definitions in the Microsoft Enterprise Agreement identified above apply here.

Effective date. If you are renewing Software Assurance from one or more previous "Qualifying Enrollments" then the effective date will be the day after the first Enrollment expires.

Otherwise the effective date will be the date this enrollment is signed by us. Where a previous Qualifying Enrollment is being used, your reseller will require that enrollment number and end date to complete the applicable boxes above.

Term. This enrollment will expire 36 full calendar months from the effective date. It could be terminated earlier or renewed as provided in the Microsoft Enterprise Agreement. We will advise you of your renewal options before it expires.

Representations and warranties. By signing this enrollment, the parties agree to be bound by the terms of this enrollment, and you represent and warrant that: (i) you have read and understand the Microsoft Business Agreement identified above (if any) and the Microsoft Enterprise Agreement, including all documents it incorporates by reference and any amendments to those documents, and agree to be bound by those terms; and (ii) you are either the entity that signed the Microsoft Enterprise Agreement or its affiliate.

Non-exclusivity. This enrollment is non-exclusive. Nothing contained in it requires you to license, use or promote Microsoft software or services exclusively. You may, if you choose, enter into agreements with other parties to license, use or promote non-Microsoft software or services.

THE CONDITION OF THE ORIGINAL DOCUMENT IS REFLECTED IN THE IMAGE AND IS NOT THE FAULT OF THE MICROFILMING PROCESS

This enrollment consists of (1) this cover page, (2) the Contact Information Page(s), (3) the Enterprise order information, (4) the Reseller Information Form, (5) the Media Order Form, and (6) the Core User CAL Terms and Conditions (if applicable).

Customer	Contracting Microsoft Affiliate
Name of entity * Escambia County BCC	Microsoft Licensing, GP
Signature *	Signature
Printed name * Gene M. Valentino	Printed name
Printed title * Chairman, Escambia County BCC	Printed title
Signature date *	Signature date (date Microsoft affiliate countersigns)
* indicates required fields	Effective date (may be different than our signature date)

Microsoft Volume Licensing web sites (Note: We will advise you of any changes to these URLs.)	
Product use rights	http://microsoft.com/licensing
Product List	http://microsoft.com/licensing
Microsoft Volume Licensing Services (MVLS) (password protected site to view orders under this enrollment)	https://licensing.microsoft.com/
Customer guide	http://microsoft.com/licensing/programs/

Notices to Microsoft should be sent to:	Copies should be sent to:
MSLI, GP 6100 Neil Road, Suite 210 Reno, Nevada USA 89511-1137 Dept. 551, Volume Licensing	Microsoft Law and Corporate Affairs One Microsoft Way Redmond, WA 98052 USA Volume Licensing Group (425) 936-7329 fax

Attachments:

☒	Media Order Form (required)
☐	Core User CAL Terms and Conditions, if applicable
☐	MS Capital Form, if applicable

Customer. *Please remit to your reseller.*

Reseller. Please remit to Microsoft.

This document approved as to form and legal sufficiency.
By: [illegible]
Title: Asst County Atty
Date: 9/5/08

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1. Contact information. Each party will notify the other in writing if any of the information in the following contact information page(s) change. The * indicates required fields. By providing contact information, you consent to its use for purposes of administering this enrollment by us, our affiliates, and other parties that help us administer this enrollment.

Primary contact information: The customer signing on the cover page must identify an individual from inside its organization to serve as the primary contact. This contact is the default online administrator for this enrollment and receives all notices unless you provide us written notice of a change. The online administrator may appoint others as administrators and grant others access to online information.

Customer		
Name of entity * Escambia County BCC		Contact name * Last Musselwhite First David
Street address * 221 Palafox Place		Contact email address (required for online access) * damussel@co.escambia.fl.us
City * Pensacola	State/Province * FL	Phone 850-595-4990
Country * USA	Postal code * 32502	Fax 850-595-0472

Notices and online access contact information: Complete this only if you want to designate a notices and online access contact different than the primary contact. This contact will become the default online administrator for this enrollment and receive all notices. This contact may appoint other administrators and grant others access to online information.

Notices and online access contact		
☒ Same as primary contact		
Name of entity		Contact name Last First
Street address		Contact email address (required for online access)
City	State/Province	Phone
Country	Postal code	Fax

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Language preference: This section designates the language in which you prefer to receive notices.

English

Additional electronic contractual notices contact information: This contact will receive electronic contractual notices in addition to the notices contact. This contact is not required if you do not want an additional set of notices issued.

Electronic contractual notices contact		
Name of entity		Contact name Last First
Street address		Contact email address (required for electronic notices)
City	State/Province	Phone
Country	Postal code	Fax

Software Assurance benefits contact: This contact will receive communications concerning Software Assurance benefits, and any additional TechNet subscriptions that have been ordered separately from Software Assurance under this enrollment. This contact is optional. If this contact is not completed, any notices for Software Assurance benefits will default to the notices and online contact.

Software Assurance benefits contact		
Name of entity		Contact name Last First
Street address		Contact email address (required for electronic notices)
City	State/Province	Phone
Country	Postal code	Fax

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MSDN contact: This contact will receive communications concerning registration for MSDN products ordered under this enrollment. This contact is optional. If this contact is not completed, any notices for MSDN will default to the notices and online contact.

MSDN contact		
Name of entity		Contact name Last First
Street address		Contact email address (required for electronic notices)
City	State/Province	Phone
Country	Postal code	Fax

Microsoft account manager: This section designates your Microsoft account manager contact.

Microsoft account manager name	Microsoft account manager email address
Giovannie Olavarria	golavar@microsoft.com

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2. Defining your enterprise.

Use this section to identify which affiliates will be included in your enterprise. Your enterprise must consist of entire government agencies, departments or legal jurisdictions, not partial government agencies, departments, or legal jurisdictions. Each affiliate must be entirely "in" or entirely "out." All affiliates acquired after the effective date of this enrollment that are not party to a Qualifying Enrollment of their own will automatically be included unless you fill in part b below.

a. Use this part (a) to determine which current affiliates will be included in your enterprise. Check only one of the boxes in part (a).	
☒	Only you (and no other affiliates) will be participating
☐	You and the following affiliates will be participating (attach a list of names on a separate piece of paper if more than 10 affiliates are being included):
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
b. Use this part (b) to indicate whether affiliates with which you consolidate after the enrollment effective date will be included. Unless you check the box below, all affiliates you consolidate with after the enrollment effective date that are not party to a Qualifying Enrollment of their own will automatically be included.	
☐	Exclude all affiliates consolidated with after the enrollment effective date that are not party to a Qualifying Enrollment of their own.

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3. *Selecting your language option.*

Select the option for the languages in which you will run the products licensed under this enrollment. The options and their corresponding languages are identified here.

All Languages		
"Listed Languages"	**"Restricted Languages"**	**"Extended Languages"**
Arabic	Danish	Czech
Bulgarian	Dutch	Estonian
Chinese Simplified	English[1]	Hungarian
Chinese Traditional	Finnish	Latvian
Croatian	French[3]	Lithuanian
English[1]Hebrew	German	Polish
Indic	Greek	Slovenian
Japanese	Italian	Slovak
Korean	Norwegian	
Portuguese (Brazil)	Portuguese (Portugal)	
Romanian	Spanish[2]	
Russian	Swedish	
Serbian		
Spanish[2]		
Thai		
Turkish		
Ukrainian		

[1] English is a Listed Language if this enrollment is signed outside of the following countries and a Restricted Language if this enrollment is signed inside these countries: Austria, Belgium, Cyprus, Czech Republic, Denmark, Estonia, France, Finland, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Slovakia, Slovenia, United Kingdom, Switzerland, Sweden, or Spain. English is a "Listed Language", except when restricted as described in the "Restricted Languages" list (see footnote 3)

[2] Spanish is a Listed Language only if this enrollment is signed in Latin America and is otherwise Restricted Language.

[3] French is a "Listed Language," if signed in Canada

- Select All Languages to run your products in any of the Listed, Extended or Restricted Languages. This option also allows you to run Multi-Language packs for your products.
- Select Listed Languages to run your products in those languages.
- Select Extended Languages to run your products in those languages.
- If you select the Listed or Extended Languages option you may run up to 10% of the copies of each of your products in All Languages.

Check one box	
☒	Listed Languages
☐	All Languages
☐	Extended Languages

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4. Language allocation.

Provide us with your good faith estimate of the specific languages in which you will run all copies of all products and the approximate percentage of those copies you will run in each language. Information that you provide here does not limit your future use of products under this enrollment in any permitted language within the language group you select above. Attach a separate sheet if more space is needed.

Language	Percentages
English	100%%
	%
	%
	%

5. Applicable currency.

Payments made in connection with this enrollment must be in U.S. Dollars

6. Establishing your price level.

The price level for enterprise products is determined by the terms and conditions of the enterprise agreement. Your price level for additional products will be level "D".

Qualified desktops: You represent that the total number of qualified desktops in your enterprise is, or will be increased to, this number during the initial term of this enrollment (This number must be equal to at least 250 desktops).	1000
Qualified users: You represent that the total number of qualified users in your enterprise is, or will be increased to, this number during the initial term of this enrollment (This number must be equal to at least 250 users).	

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7. *Enterprise product orders.*

Your reseller will provide you with your product pricing and order. Your prices and payment terms for all products ordered will be determined by agreement between you and your reseller. Your reseller will provide us with your order separately from this enrollment.

We will invoice your reseller in three equal annual installments for the enterprise products covered by your initial order. The first installment will be invoiced to your reseller upon our acceptance of this enrollment; the remaining installments will be invoiced at the next two anniversaries of the enrollment effective date. We will invoice your reseller for the enterprise products covered by any true up orders in total upon our acceptance of each true up order.

Select the enterprise products to be covered by your initial order. If you select the Core CAL, you must select either *desktop* or *user* licenses.

Enterprise Products	Desktop Licenses	User Licenses
Windows Desktop Operating System Upgrade	☐	
Office Professional Plus[1]	☐	
Office Enterprise	☐	
Office Enterprise SA Step-Up from Office Professional Plus [1]	☐	
Office Standard [1]	☐	
Core Client Access License [1, 2]	☐	☐
Enterprise Client Access License Suite[1, 2]	☐	☐
Enterprise Client Access License Suite SA Step-Up from Core CAL[1, 2]	☐	☐
Exchange Server Client Access License Standard[2]	☒	☐
Exchange Server Client Access License Enterprise [2]	☒	☐
Office SharePoint Server Client Access License Standard [2]	☒	☐
Office SharePoint Server Client Access License Enterprise[2]	☒	☐
Windows Server Client Access License [2]	☒	☐

Systems Management Server Configuration Management License	☐	
Systems Center Operations Manager Client Operations Management License	☐	
Windows Terminal Services Client Access License [2]	☐	☐
Office Communication Server Client Access License Standard [2]	☐	☐
Office Communication Server Client Access License Enterprise [2]	☐	☐
SQL Server Client Access License [2]	☐	☐
Microsoft Rights Management Services	☐	☐
Microsoft Forefront Security Suite	☐	☐

[1] The components of the current versions of Office Professional, Office Standard and the current versions of the components that make up the Core CAL, are identified in the Product List.

[2] If you select a User CAL and the agreement identified on the cover page is version 6.1 or earlier, the User CAL Terms and Conditions apply.

8. *Additional Products*

We will invoice your reseller for each additional product covered by your initial order in three equal annual installments. The first installment will be invoiced to your reseller upon our acceptance of this enrollment; the remaining installments will be invoiced at the next two anniversaries of the enrollment effective date. We will invoice your reseller for any new additional product not initially included in your enrollment in total upon our acceptance of your order. We will invoice your reseller for additional products initially included in your enrollment and covered by any true up order submitted during the initial term in total upon our acceptance of your true up order.

9. *Qualifying systems licenses.*

All desktop operating system licenses provided under this program are upgrade Licenses. **No full operating system licenses are available under this program.** Therefore, if you select the Windows Desktop Operating System Upgrade & Software Assurance, all qualified desktops on which you will run the Windows Desktop Operating System Upgrade must be licensed to run one of the qualifying operating systems identified in the Product List at http://www.microsoft.com/licensing. Note that the list of operating systems that qualify for the Windows Desktop Operating System Upgrade varies with the circumstances of your order. That list is more extensive at the time of your initial order than it is for some subsequent true ups and system refreshes during the term of your enrollment.

10. *Renewal orders.*

For any 36-month renewal, your renewal order will be invoiced to your reseller in three annual installments. The first installment will be invoiced upon our acceptance of the renewal order; the remaining installments will be invoiced at the next two anniversaries of the effective date of that renewal term. For any 12-month renewal and for any true up orders, we will invoice your reseller in total upon our acceptance of your order.

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Your reseller should complete the following sections and sign this form where indicated.

General information

Reseller company name: SHI
Street address: (PO boxes will not be accepted) 33 Knightsbridge Rd
City and State / Province and postal code: Piscataway, NJ 08854
Country: USA
Contact name:
Phone number:
Fax number:
Email address:

The undersigned confirms that the reseller information is correct.

Name of reseller
Signature
Printed name
Printed title
Date

MICROSOFT ENTERPRISE AGREEMENT - ANNUAL COST ANALYSIS FOR ESCAMBIA COUNTY BCC, FLORIDA
FLORIDA STATE ENTERPRISE AGREEMENT PRICING 2008

Products	Quantity	New Agreement (2008-2011)				OPTIONAL SA Renewal Agreement (2011-2013)			
		L/SA Cost	Year One	Year Two	Year Three	SA Cost	YR 4	YR 5	YR 6
Windows Svr Cal's	1000	9.50	9,500.00	9,500.00	9,500.00	5.00	5,000.00	5,000.00	5,000.00
Exchange STND CAL's	1000	22.00	22,000.00	22,000.00	22,000.00	11.00	11,000.00	11,000.00	11,000.00
Exchange ENT Cals' Step UP	1000	25.00	25,000.00	25,000.00	25,000.00	17.00	17,000.00	17,000.00	17,000.00
Sharepoint STND Cal's	1000	31.00	31,000.00	31,000.00	31,000.00	15.00	15,000.00	15,000.00	15,000.00
Sharepoint ENT Cal's	1000	30.00	30,000.00	30,000.00	30,000.00	13.00	13,000.00	13,000.00	13,000.00
	Total Desktop Annual Cost		**117,500.00**	**117,500.00**	**117,500.00**		**61,000.00**	**61,000.00**	**61,000.00**
SQL Svr ENT Per Proc L/SA	4	9,688.00	38,752.00	38,752.00	38,752.00	4,152.00	16,608.00	16,608.00	16,608.00
Office Sharepoint Svr ENT L/SA	2	1,793.00	3,586.00	3,586.00	3,586.00	769.00	1,538.00	1,538.00	1,538.00
Exchange Server ENT L/SA	2	1,621.00	3,242.00	3,242.00	3,242.00	695.00	1,390.00	1,390.00	1,390.00
	Total Add-Ons Annual Cost		**45,580.00**	**45,580.00**	**45,580.00**		**19,536.00**	**19,536.00**	**19,536.00**
	Total EA Annual Cost		**163,080.00**	**163,080.00**	**163,080.00**		**80,536.00**	**80,536.00**	**80,536.00**
	Total Cost 3 YR Period		**489,240.00**				**241,608.00**		

Prices are based on current 2008 pricing. Renewal Agreement prices are for reference only are are not guaranteed.

Option Notes:

This is a component EA option. Possible cost reduction on Office licenses to be returned under Select. Only licenses within last 90 days of purchase. Also, possible reduction on Office OEM licenses purchased over last 90 days.

Prepared by:

Rob Sueter, Account Executive
SHI Florida Government Sales
Direct: (386) 626-3602
Fax: (386) 626-3397
Email: robert_sueter@shi.com

Florida State Contract
255-001-01-1

Department of Management Services

Microsoft License, Maintenance, & Services 252-001-09-1

Effective Period	04/01/2009 through 03/31/2015
Contract Type	State Term Contract
Contract Information	• Pricing • Contractors How to Use this Contract Frequently Asked Questions
Contract Documents	Microsoft Word (8.37 MB) PDF (1.36 MB) Amendments and Memorandums Forms and Other Information
Contract Administration	• Lori Alberstadt • 850-488-4945 • lori.alberstadt@dms.myflorida.com
Commodity Codes	252-030, UNSPSC-43232701, UNSPSC-43230000, UNSPSC-43232300, UNSPSC-43232400, UNSPSC-43232800, UNSPSC-43233004, UNSPSC-43233400, UNSPSC-43232500, UNSPSC-43231500, UNSPSC-43231507, UNSPSC-43232700, UNSPSC-43232900, UNSPSC-43232705, UNSPSC-80101507

Description

This state term contract includes the purchase of Microsoft software licenses, maintenance and services. The large account reseller (SHI) offers products under the Microsoft Select Plus, Enterprise, Academic Select Plus and EES agreements. Microsoft provides consulting services. Additional services available include software product and documentation updates and installation.

Benefits

- SHI offers the following from Microsoft Government Pricing:
  - Select/Select Plus Agreements – 27.90%
  - Enterprise Agreements (EA) – 25.75%
  - Academic Agreements- 23.40%
  - Misc. – 33.33%
- Additional discounts for large quantity orders
- Dedicated local support teams from both Microsoft and SHI
- Statewide coverage for all public sector extensions
- Dedicated toll-free access to customer service representatives and licensing specialists
- 3-year maintenance coverage with optional extensions
- SHI can provide structured payments (contact SHI for details)
- Contractor (SHI) will be happy to work with any state or local entity on early renewals of software that need to be invoiced prior to fiscal year end. If you have a renewals occurring before the end of the fiscal year, please contact the Florida sales team at 800-543-0432.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-7549 **County Administrator's Report 12. 3.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 02/05/2015
Issue: State of Florida, Division of Emergency Management Federal Fiscal Year 2014 Homeland Security Federally-Funded Subgrant Agreement (Citizen Corps)
From: Mike Weaver, Department Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the State of Florida, Division of Emergency Management, Federal Fiscal Year 2014 Homeland Security Federally-Funded Subgrant Agreement (Citizen Corps) - Michael D. Weaver, Public Safety Director

That the Board take the following action concerning the State of Florida, Division of Emergency Management (FDEM), Federal Fiscal Year 2014 Homeland Security Federally-Funded Subgrant Agreement (Citizen Corps), Contract Number 15-CC-N2-01-27-01-XXX, allocating to Escambia County a Grant totaling $5,477, for the period from the date of execution through September 30, 2015:

A. Approve the FDEM Federally-Funded Subgrant Agreement, allocating Grant funding for the Citizen Corps Program, to be identified in Fund 110, Cost Center 330458, Revenue Account 334251;

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

C. Authorize the County Administrator to execute any related Subgrant Agreement documents to implement the Subgrant.

The County Attorney's Office has requested that the Board be made aware of the following language within the Agreement: Section (19) Mandated Conditions, sub-section (b), that "This Agreement shall be construed under the laws of the State of Florida, and venue for any action arising out of this Agreement shall be in the Circuit Court of Leon County."

BACKGROUND:

In support of the national effort to develop and enhance Citizen Corps programs, federal funds are being provided to continue the local effort to engage, educate, and train local citizens in their roles as it relates to emergency preparedness, response, recovery, mitigation, and public health measures for all hazards. The grant will provide funds totaling $5,477, with local match required from the selected vendor and/or from already budgeted Escambia County Division of Emergency Management non-federal funding. The grant period is from date of execution through September 30, 2015.

BUDGETARY IMPACT:

These federal funds are designed as a reimbursement program to the Division of Emergency Management for costs associated with eligible program activities. The local match requirement will be met by either the selected contractor implementing the program or from the Division of Emergency Management's already budgeted non-federal funds. Administration fees are not specifically identified in this Agreement. The Citizen Corps funds will be identified in Fund 110, Cost Center 330458, Revenue Account 334251.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed the Subgrant 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 Policy and FDEM guidelines.

IMPLEMENTATION/COORDINATION:

John Dosh, Division of Emergency Management Manager, will oversee implementation upon approval of the Subgrant Agreement. Coordination of this Subgrant will be between FDEM and the Escambia County Division of Emergency Management, and include any other organization or agency identified for Subgrant implementation.

Attachments

15-CC Citizen Corps Agreement

Agreement Number: **15-CC-N2-01-27-01-**
CFDA #: 97.042

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 Department of Public Safety,** (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 E.

(3) PERIOD OF AGREEMENT.

This Agreement shall begin upon execution by both parties and shall end on **September 30, 2015**, 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 Program Budget and Scope of Work - Attachment A and Attachment B - 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 fifteen (15) 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 thirty (30) days after termination of this Agreement or thirty (30) 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 identified in Attachment D.

(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 B 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 shall, 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. Requesting additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

2. Issuing a written warning to advise that more serious measures may be taken if the situation is not corrected,

3. Advising the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

4. Requiring 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 days 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:

Virginia Hughes
Division of Emergency Management
2555 Shumard Oak Boulevard
Telephone: 850-413-9938
Email: virginia.hughes@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 BCC
6575 North "W" Street
Pensacola, Florida 32399
850-471-6409 phone
850-471-6455 fax
John_Dosh@co.escambia.fl.us

Fax:_____
Email:_____

(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 paragraph (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 – Program Budget

Attachment B – Scope of Work

Attachment C – Program Deliverables

Attachment D – Reports

Attachment E – Program Statutes, Regulations and Special Conditions

Attachment F – Justification of Advance Payment

Attachment G – Warranties and Representations

Attachment H – Certification Regarding Debarment

Attachment I -- Statement of Assurances

Attachment J – 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 **$5,477**, 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 F. Attachment F 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 and Attachment B 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 shall be 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 is 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 H) 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 its 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 I.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

RECIPIENT:
Board of County Commissioners
Escambia County, Florida

Date BCC Approved:_____

_____
Steven Barry, Chairman

Date BCC Executed:_____

Date:_____

ATTEST: Pam Childers
Clerk of the Circuit Court

FID# FID# 59-6000598-168

_____
Deputy Clerk

DUNS# DUNS# 07-507-9673

Include a copy of the designation of authority for the signatory, if applicable.

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

Approved as to form and legal sufficiency.
By/Title:
Date: 1/12/15

By:_____

Name and Title: _____

Date:_____

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE RECIPIENT UNDER THIS AGREEMENT:

Federal Program

Federal agency: U.S. Department of Homeland Security, Federal Emergency Management Agency, Grants Programs Directorate

Catalog of Federal Domestic Assistance title and number: Emergency Management Performance Grant (EMPG) Program 97.042

Award amount: **$ 5,477**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

Chapter 252, Florida Statutes

Rule Chapters 27P=6, 27P-11 and 27P-19. Florida Administrative Code

44 CFR (Code of Federal Regulations) Part 13 (Common Rule)

44 CFR, Part 302

48 CFR, Part 31

OMB Circular A-21, A-102, A-110, A-122, A-128, A-87 and A-133

Federal Program: Emergency Management Performance Grant (EMPG) Program

List applicable compliance requirements as follows:

1. Recipient is to use funding to perform eligible activities as identified FY2014 Department of Homeland Security Funding Opportunity Announcement.
2. Recipient is subject to all administrative and financial requirements as set forth in this Agreement or will not be in compliant with 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.

ATTACHMENT A

PROGRAM BUDGET

- Below is a general budget outlining eligible categories and their allocation under this award. The Recipient is to utilize the "Proposed Program Budget" as a guide for completing the Deliverables on Attachment C.

- Funding from the Emergency Management Performance Grant is intended for use by the Recipient to perform eligible activities as identifled in the Department of Homeland Security, Federal Emergency Management Agency, Fiscal Year 2014 Emergency Management Performance Grants Program and programs that are consistent with Title 44, Code of Regulations (CFR) Part 13, State Rule Chapter 27P-6, Florida Administrative Code and Chapter 252, Florida Statutes).

Grant	Recipient Agency	Category	Amount Allocated
FY 2014 – Emergency Management Performance Grants Program – Citizen Corps EO #N2	**Escambia County Department of Public Safety**	Planning Expenditures	$5,477.00
		Training Expenditures	$0.00
		Exercise Expenditures	$0.00
		Equipment Expenditures	$0.00
Total Award			$5,477

Allowable Planning Costs	Quantity	Unit Cost	Total Cost
Developing hazard/threat-specific annexes that incorporate the range of prevention, protection, response, and recovery activities			
Developing and implementing homeland security support programs and adopting ongoing DHS national initiatives			
Developing related terrorism prevention activities			
Developing and enhancing plans and protocols			
Developing or conducting assessments			
Hiring of full or part-time staff or contractors/consultants to assist with planning activities (not for the purpose of hiring public safety personnel fulfilling traditional public safety duties)			$5,477.00
Identifying resources for medical supplies necessary to support children during an emergency, including pharmaceuticals and pediatric-sized equipment on which first responders and medical providers are trained			
Developing and implementing a community preparedness strategy for the State/local jurisdiction			
Travel/per diem related to planning activities			
Overtime and backfill costs (in accordance with operational Cost Guidance)			
Establishing, expanding, and maintaining volunteer programs and volunteer recruitment efforts that support disaster preparedness and/or response			
Issuance of WHTI-compliant tribal identification cards (SHSP only)			
Activities to achieve planning inclusive of people with disabilities			
Total Planning Costs			$5,477.00
Allowable Training Costs	**Quantity**	**Unit Cost**	**Total Cost**
Developing, Delivering, and Evaluating Training			
Overtime and backfill for emergency preparedness and response personnel attending FEMA-sponsored and approved training classes.			
Overtime and backfill expenses for part-time and volunteer emergency response personnel participating in FEMA training.			
Training Workshops and Conferences			
Activities to achieve training inclusive of people with disabilities			
Full or Part-Time Staff or Contractors/Consultants			
Certification/Recertification of Instructors			

Travel			
Supplies			
Tuition for higher education			
Other items			
Total Training Costs			$0.00
Allowable Exercise Costs	**Quantity**	**Unit Cost**	**Total Cost**
Design, Develop, Conduct and Evaluate an Exercise			
Exercise Planning Workshop - Grant funds may be used to plan and conduct an Exercise Planning Workshop to include costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel and exercise plan development.			
Full or Part-Time Staff or Contractors/Consultants - Full or part-time staff may be hired to support exercise-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or local unit(s) of government and have the approval of the state or the awarding agency, whichever is applicable. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of CBRNE exercises. The applicant's formal written procurement policy or the Federal Acquisition Regulations (FAR) must be followed.			
Overtime and backfill costs – Overtime and backfill costs, including expenses for part-time and volunteer emergency response personnel participating in FEMA exercises			
Implementation of HSEEP			
Activities to achieve exercises inclusive of people with disabilities			
Travel - Travel costs (i.e., airfare, mileage, per diem, hotel, etc.) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise project(s). These costs must be in accordance with state law as highlighted in the *OJP Financial Guide*. States must also follow state regulations regarding travel. If a state or territory does not have a travel policy they must follow federal guidelines and rates, as explained in the *OJP Financial Guide*. For further information on federal law pertaining to travel costs please refer to http://www.ojp.usdoj.gov/FinGuide.			
Supplies - Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (e.g., copying paper, gloves, tape, non-sterile masks, and disposable protective equipment).			
Other Items - These costs include the rental of space/locations for exercise planning and conduct, exercise signs, badges, etc.			

Total Exercise Costs			$0.00
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, are listed on the web-based version of the Authorized Equipment List (AEL) on the Lessons Learned Information System at http://lllis.gov/. Here is where you will find the appropriate AEL number for the equipment you plan to purchase.	**Quantity**	**Unit Cost**	**Total Cost**
Personal protective equipment			
e.g., 1.12.2.1, Covers, Outer Footwear			
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			
Public Alert and Warning Equipment			
Disability Access and Functional Needs			
Total Equipment Costs			$0.00
		TOTAL ALL EXPENDITURES	$5,477.00

Cost Sharing Allocation

Source	Amount
Match will come from local in-kind services.	$5,477.00
TOTAL	$5,477.00

ATTACHMENT B

SCOPE OF WORK

Funding is provided to perform eligible activities as identified in the Emergency Management Performance Grants (EMPG) Program Funding Opportunity Announcement (FOA). The intent of this Agreement is to complete the following allowable activities:

I. EO and Project Description

EO N2 – Citizen Corps and Community Emergency Response Team (CERT) Program – The Citizen Corps mission is to bring community and government leaders together to coordinate the involvement of community members and organizations in emergency preparedness, planning, mitigation, response, and recovery.

The FY 2014 Citizen Corps Program (CCP) funds provide resources for States and local communities to:

- Bring together the appropriate leadership to form and sustain a Citizen Corps Council
- Develop plans, such as emergency operations plans (EOP) to achieve and expand citizen preparedness and participation
- Conduct public education and outreach
- Ensure clear, timely, and accessible alerts/warnings and emergency communications with the public
- Develop training programs for the public, including special needs populations, for both all-hazards preparedness and volunteer responsibilities
- Facilitate citizen participation in exercises
- Implement volunteer programs and activities to support emergency responders
- Involve citizens in surge capacity roles and responsibilities during an incident in alignment with the Emergency Support Functions and Annexes
- Conduct evaluations of programs and activities

II. Categories and Eligible Activities

Eligible activities are outlined in the Scope of Work for each category below. FY 2014 EMPG allowable costs are divided into the following categories:

- Planning
- Training
- Exercise
- Equipment

Each category's allowable costs have been listed below. Eligible activities should support the above approved projects.

A. Planning

Planning spans all five National Preparedness Goal (the Goal) mission areas and provides a baseline for determining potential threats and hazards, required capabilities, required resources, and establishes a framework for roles and responsibilities. Planning provides a methodical way to engage the whole community in the development of a strategic, operational, and/or community-based approach to preparedness.

To meet this important objective, EMPG funds may be used to support the following:

- Establishing and sustaining bodies to serve as Citizen Corps Councils
- Assuring that State and local government homeland security strategies, policies, guidance, plans, and evaluations include a greater emphasis on government/non-governmental collaboration, citizen preparedness, and volunteer participation
- Developing/enhancing emergency management and operations plans to integrate citizen/volunteer and other non-governmental organization resources and participation.
- Community-based planning to advance "whole community" security and emergency management.
- Developing and implementing a community preparedness strategy for the State/local jurisdiction
- Developing or reproducing accessible public education and outreach materials to: increase citizen preparedness and knowledge of protective actions (to include the national *Ready Campaign* materials); promote training, exercise, and volunteer opportunities; and inform the public about emergency plans, evacuation routes, shelter locations, and public alerts/warnings

    - All public education and outreach materials must include the national or jurisdiction's Citizen Corps logo, tagline or website or the Ready logo, tagline, or website and comply with logo standards. For more information go to *http://www.citizencorps.gov*. In addition, all public education and outreach materials should incorporate special needs considerations, to include language, content, and method of communication

    - Allowable expenditures include:
        - Media campaigns: Public Service Announcements (PSAs), camera-ready materials, website support, and newsletters
        - Outreach activities and public events: Booth displays, event backdrops or signs, displays and demonstrations, utilizing translation services, and informational materials such as brochures/flyers
        - Costs associated with inclusive practices and the provision of reasonable accommodations and modifications to provide full access for children and adults with disabilities.

- Establishing, expanding, and maintaining volunteer programs and volunteer recruitment efforts that support disaster preparedness and/or response.

    - Citizen support for emergency responders is critical through year-round volunteer programs and as surge capacity in disaster response. Citizen Corps funding may be used to establish, enhance or expand volunteer programs and volunteer recruitment efforts for Neighborhood Watch/USAonWatch, Community Emergency Response Teams (CERT), Volunteers in Police Service (VIPS), Medical Reserve Corps (MRC), and Fire Corps; for the Citizen Corps Affiliate Programs and Organizations; and for jurisdiction specific volunteer efforts.

    - Allowable expenditures include:
        - Recruiting, screening, and training volunteers (e.g. background checks)
        - Retaining, recognizing, and motivating volunteers
        - Purchasing, maintaining, or subscribing to a system to track volunteers (to include identification and credentialing systems, and to track volunteer hours) and other available resources in compliance with applicable privacy laws.
        - Necessary non-structural accommodations to include persons with programmatic and communications access needs (e.g., sign language interpreters. Computer Assisted Realtime Translation (CART) and other

modifications of policies and practices to fully include volunteers with disabilities)
- Evaluating volunteers

B. Training

Training funded through the CCP includes but is not limited to: all-hazards safety, such as emergency preparedness, basic first aid, life saving skills, crime prevention and terrorism awareness, school preparedness, public health issues, mitigation/property damage prevention, safety in the home, light search and rescue skills, principles of NIMS/ICS, community relations, volunteer management, serving people with disabilities, pet care preparedness, any training necessary to participate in volunteer activities, any training necessary to fulfill surge capacity roles, or other training that promotes individual, family, or community safety and preparedness.

There is no cap on the number of deliveries State or local jurisdictions may conduct of non-responder community based workshops, seminars, demonstrations, or conferences. Examples include; CPR/AED training, identity theft workshops, terrorism awareness seminars, chain-saw safety demonstrations, and disability-inclusive community preparedness conferences.

Funding for CERT training includes the delivery of the CERT Basic Training Course, supplemental training for CERT members who have completed the basic training, and the CERT Train-the-Trainer Course, and the CERT Program Manager Course. Any CERT Basic training conducted by State or local entities must: 1) include the topics covered in the FEMA CERT Basic Training Course; 2) be instructor-led; and 3) and classroom-based, using lecture, demonstration, and hands-on practice throughout. Note that the Independent Study course, "Introduction to CERT" (IS 317) must not be substituted for classroom delivery of CERT basic training.
Supplemental training for CERT members who have completed the basic training includes modules available on the national CERT website, as well as other supplemental training that meets the following criteria:

- Relates to a reasonably foreseeable activity CERT members might be tasked to perform in support of emergency services responders; or.
- Increases competency and understanding of the emergency management context in which CERT members may be asked to operate; or
- Enhances understanding of a particular local hazard CERT members might encounter in their response activities

There is no cap on the number of deliveries State or local jurisdictions may conduct of the CERT Basic Training, the CERT Train-the-Trainer, Campus CERT Train-the-Trainer, Teen CERT Train-the-Trainer, or CERT Program Manager courses, or supplemental/advanced training for CERT program participants.

Any training supported with these CCP funds should be delivered with specific consideration to include all ages, ethnic and cultural groups, persons with disabilities, and access and functional needs populations at venues throughout the community, to include schools, neighborhoods, places of worship, the private sector, non-governmental organizations, and government locations. Expenditures to provide necessary non-structural accommodations for persons with disabilities and other access and functional needs is allowable (e.g., sign language interpreters, CART and other modifications of policies and practices to fully include participants with disabilities). Jurisdictions are also encouraged to

leverage existing training provided via educational/professional facilities and to incorporate non-traditional methodologies such as the Internet, distance learning, or home study whenever such delivery supports training objectives. Pilot courses and innovative approaches to training citizens and instructors are encouraged.

EMPG Program funds used for training should support the nationwide implementation of NIMS. The NIMS Training Program establishes a national curriculum for NIMS and provides information on NIMS courses; grantees are encouraged to place emphasis on the core competencies as defined in the NIMS Training Program. The NIMS Training Program can be at http://www.fema.gov/pdf/emergency/nims/nims_training_program.pdf/

Allowable Training Costs

Allowable training-related costs include, but are not limited to, the following:

- **Funds Used to Develop, Deliver, and Evaluate Training.** Includes costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, disability accommodations and equipment. Training should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any training or training gaps, including those for children and individuals with disabilities or access and functional needs, should be identified in the AAR/IP and addressed in the training cycle.

- **Travel.** Travel costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to approved training.

- **Hiring of Full or Part-Time Staff or Contractors/Consultants.** Full- or- part-time staff may be hired to support direct training-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the State or unit(s) of local government and have the approval of the State or awarding agency, whichever is applicable.

- **Certification/Recertification of Instructors** Cost associated with the certification and re-certification of instructors are allowed. States are encouraged to follow the FEMA Instructor Quality Assurance Program to ensure a minimum level of competency and corresponding levels of evaluation of student learning. This is particularly important for those courses that involve training of trainers.

FDEM State Training Office conditions:

For the purposes of this Agreement, any training course listed on the DHS approved course catalog qualifies as an authorized course. The Recipient can successfully complete an authorized course either by attending or conducting that course.

- In order to receive payment for successfully attending an authorized training course, the Recipient must provide the Division with a certificate of course completion; additionally, the Recipient must provide the Division with all receipts that document the costs incurred by the Recipient in order to attend the course.

- In order the receive payment for successfully conducting an authorized course, the Recipient must provide the Division with the course materials and a roster sign-in sheet; additionally, the Recipient must provide the Division with all receipts that document the costs incurred by the Recipient in order to conduct the course."

- For courses that are non-DHS approved training, recipient must request approval to conduct training through the use of the Non-TED Form and provide a copy, along with email, showing approval granted for conduct.

- For the conduct of training workshops, recipient must provide a copy of the course materials and sign-in sheets.

- The number of participants must be a minimum of 15 in order to justify the cost of holding a course. For questions regarding adequate number of participants please contact the FDEM State Training Officer for course specific guidance. Unless the recipient receives advance written approval from the State Training Officer for the number of participants, then the Division will reduce the amount authorized for reimbursement on a pro-rata basis for any training with less than 15 participants.

C. Procurement

All procurement transactions will be conducted in a manner providing full and open competition and shall comply with the standards articulated in:

- 44 Code of Federal Regulation, Section 13.36;
- Chapter 287, Florida Statues; and,
- any local procurement policy.

To the extent that one standard is more stringent than another, then the subgrantee must follow the more stringent standard. For example, if a State statute imposes a stricter requirement than a Federal regulation, then the subgrantee must adhere to the requirements of the State statute.

The Division shall pre-approve all scopes of work for projects funded under this agreement. Additionally, the subgrantee shall not execute a piggy-back contract unless the Division has approved the scope of work contained in the original contract that forms the basis for the piggy-back contract. Also, in order to receive reimbursement from the Division, the subgrantee must provide the Division with a suspension and debarment form for each vendor that performed work under the agreement. Furthermore, if requested by the Division, the subgrantee shall provide copies of solicitation documents including responses and justification of vendor selection.

D. Piggy-backing

The practice of procurement by one agency using the agreement of another agency is called piggybacking. The ability to piggyback onto an existing contract is not unlimited. The existing contract must contain language or other legal authority authorizing third parties to make purchases from the contract with the vendor's consent. The terms and conditions of the new contract, including the scope of work, must be substantially the same as those of the existing contract. The piggyback contract may not exceed the existing contract in scope or volume of goods or services. An agency may not use the preexisting contract merely as a "basis to begin negotiations" for a broader or materially different contract.

Section 215.971, Florida Statutes

Statutory changes enacted by the Legislature impose additional requirements on grant and subgrant agreements funded with Federal or State financial assistance. In pertinent part, Section 215.971(1) states:

(1) An agency agreement that provides state financial assistance to a recipient or subrecipient, as those terms are defined in s. 215.97, or that provides federal financial assistance to a subrecipient, as defined by applicable United States Office of Management and Budget circulars, must include all of the following:

(a) A provision specifying a scope of work that clearly establishes the tasks that the recipient or subrecipient is required to perform.

(b) A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the agency before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

(c) A provision specifying the financial consequences that apply if the recipient or subrecipient fails to perform the minimum level of service required by the agreement. The provision can be excluded from the agreement only if financial consequences are prohibited by the federal agency awarding the grant. Funds refunded to a state agency from a recipient or subrecipient for failure to perform as required under the agreement may be expended only in direct support of the program from which the agreement originated.

(d) A provision specifying that a recipient or subrecipient of federal or state financial assistance may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

(e) A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the state agency.

(f) A provision specifying that any funds paid in excess of the amount to which the recipient or subrecipient is entitled under the terms and conditions of the agreement must be refunded to the state agency.

(g) Any additional information required pursuant to s. 215.97.

Failure to comply
Failure to comply with any of the provisions outlined above shall result in disallowance of reimbursement for expenditures.

E. Exercises

Exercises specifically designed for or that include participation from non-governmental entities and the general public are allowable activities and may include testing public warning systems, evacuation/shelter in-place capabilities, family/school/business preparedness, and participating in table-top or full scale emergency responder exercises at the local, State, tribal, territorial, or national level, to include the National Level Exercises. Grantees are encouraged to develop exercises that test their SOPs/SOGs in accordance with the FY 2014 Priority requirements.

Allowable exercise-related costs include:

- **Funds Used to Design, Develop, Conduct, and Evaluate an Exercise** – Includes costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel, and documentation. Grantees are encouraged to use free public space/locations/facilities, whenever available, prior to the rental of space/locations/facilities. Exercises should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any exercise or exercise gaps, including those for children and individuals with disabilities or access and functional needs, should be identified in the AAR/IP and addressed in the exercise cycle.
- **Hiring of Full or Part-Time Staff or Contractors/Consultants** – Full or part-time staff may be hired to support exercise-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the State or unit(s) of local government and have the approval of the State or the awarding agency, whichever is applicable. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of exercises. In no case is dual compensation allowable.
- **Travel** – Travel costs are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of exercise project(s) or HSEEP programmatic requirements as described in the HSEEP website (e.g., Improvement Plan Workshops, Training and Exercise Plan).
- **Supplies** – Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (e.g., copying paper, gloves, tape, non-sterile masks, and disposable protective equipment).
- **Disability Accommodations** - Materials, services, tools and equipment for exercising inclusive of people with disabilities (physical, programmatic and communications access for people with physical, sensory, mental health, intellectual and cognitive disabilities).
- **Other Items** – These costs include the rental of equipment (e.g., portable toilets, tents), food, gasoline, exercise signs, badges, etc.

Unauthorized exercise-related costs include:

- Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles) and emergency response apparatus (e.g., fire trucks, ambulances).
- Equipment that is purchased for permanent installation and/or use, beyond the scope of exercise conduct (e.g., electronic messaging signs).
- Durable and non-durable goods purchased for installation and/or use beyond the scope of exercise conduct

Exercise Requirements

Exercises conducted with grant funds should evaluate performance of capability targets, established through the development of a jurisdiction's THIRA for the core capabilities needed to address their greatest risk. Exercise priorities should align to a current, Multi-Year TEP developed through an annual TEPW.

All exercises using grant funds must be NIMS compliant. More information is available online at the NIMS Integration Center, *http://www.fema.gov/emergency/nims/index.shtm.*

Where applicable, the Training and Exercise Plans should include training and exercises that support specialized programs, such as the Regional Catastrophic Preparedness Grant Program.

- Exercises should evaluate performance of the objectives and capabilities required to respond to the exercise scenario. Guidance related to exercise evaluation and improvement planning is defined in the Homeland Security Exercise and Evaluation Program located at https://www.llis.dhs.gov/hseep.

- Non-governmental participation in all levels of exercises is strongly encouraged. Leaders from nongovernmental entities should be included in the planning, conduct, and evaluation of an exercise. State, local, tribal, and territorial jurisdictions are encouraged to develop exercises that test the integration and use of non-governmental resources provided by non-governmental entities, defined as the private sector and private non-profit, faith-based, community, volunteer, and other non-governmental organizations.

- Non-governmental participation in exercises should be coordinated with the local Citizen Corps Council(s) and other partner agencies. The scenarios used in EMPG funded exercises must focus on validating existing capabilities, must comply with and be large enough in scope and sixe to exercise multiple activities and warrant involvement from multiple jurisdictions and disciplines and non-governmental organizations, and take into account the needs and requirements for individuals with disabilities.

FDEM State Training Office conditions for Exercises: For the purposes of this Agreement, any exercise which is compliant with HSEEP standards and contained in the State of Florida (and County or Regional) MYTEP qualifies as an authorized exercise. The Recipient can successfully complete an authorized exercise either by attending or conducting that exercise.

- In order to receive payment for successfully attending an authorized exercise, the Recipient must provide the Division with a certificate of completion or similar correspondence signed by the individual in charge of the exercise; additionally, the Recipient must provide the Division with all receipts that document the costs incurred by the Recipient in order to attend the exercise.

- In order the receive payment for successfully conducting an authorized exercise, the Recipient must provide the Division with an EXPLAN, AAR/IP, IPC/MPC/FPC Meeting Minutes and Sign-in Sheet for exercise attendees; additionally, the Recipient must provide the Division with all receipts that document the costs incurred by the Recipient in order to conduct the exercise.

The Recipient must include with the reimbursement package a separate copy of the page(s) from the Exercise Plan which identifies the participant agencies and a printed page(s) from the State (and County or Regional) MYTEP reflecting the exercise.

- If you require food/water for this event, request must come to the Division within 25 days of event in the following format:

  Exercise Title:
  Location:
  Exercise Date:
  Exercise Schedule:
  Estimated Number of Participants that will be fed:
  Estimated Cost for food/water:
  Description of the Exercise:

- The scenarios used in grant funded exercises must be based on the State/Urban Area's THIRA. The scenarios used in grant funded exercises must focus on testing capabilities, must be large enough in scope and size to exercise multiple activities and warrant involvement from multiple disciplines and/or jurisdictions and non-governmental organizations, and take into account the needs and requirements for individuals with disabilities. Exercise scenarios should align with priorities and capabilities identified in the Multi-year Training and Exercise Plan.

Federally funded projects must be competitively solicited offering open competition. No piggy-backing off existing agreements is allowed. Each award under this grant is a 'new' project and must be competitively bid. FDEM will require suspension and debarment forms for each vendor, copies of solicitation documents and responses, and justification of vendor selection at its discretion. FDEM must pre-approve all scopes of work for projects funded under this agreement.

F. Equipment

States and Urban Areas are encouraged to fully leverage all EMPG resources for equipment to support volunteer personnel in preparedness and response. All allowable equipment costs are listed on the web-based version of the Authorized Equipment List on the Lessons Learned Information Sharing site available at *https://www.llis.dhs.gov/knowledgebase.*

Any equipment purchased with CCP funding must be used for specific preparedness or volunteer training or by volunteers in carrying out their response functions. Examples of equipment used to support training and exercises for citizens include items such as burn pans or sample preparedness kits.

Expenditures for kits used in volunteer response (e.g., CERT, or MRC kits / backpacks) or clothing for official identification must not exceed 30 percent of the total Citizen Corps Program allocation. Clothing for official identification includes those items that volunteers are required to wear when engaging in public safety activities or disaster response (e.g., t-shirts for CERT members, baseball caps for Neighborhood Watch/USAonWatch Program foot patrol members). To assure appropriate and consistent use, such clothing items must be issued by the agency that trains the volunteers.

CCP supported volunteer programs and assets, which are authorized to deploy in response and recovery operations, must meet the minimum training and equipment requirements, as determined by the national program office in coordination with the sponsoring State/territory.

Necessary accommodations that meet the disability related access and functional needs of participants should be provided.

1. Program Requirements

The following are required items to be provided to participate under the CERT Sub-grant: (NOTE: Special exemption can be granted by the State Citizen Corps/CERT office.)

A. PPE Equipment that shall include:

- Hard hat
- Protective Eyewear
- Dust Mask
- ID Tag
- HEPA Mask

- Tape
- Light Stick
- Latex, or Nitrate Gloves
- Marking Caulk, or Crayon
- Signal Whistle
- Flashlight (simple)
- Bag/Backpack
- Reflective Vest
- Cardboard, or simple splint
- Work Gloves
- Disaster medical care items for at least 3 victims such as gauze, triangles, etc.

B. Participant manuals.
C. Standard Operating Procedures (SOPs)/Standard Operating Guidelines (SOGs).
D. Certificates.

E. CERT trainings and events should be posted on the National Citizen Corps Calendar Website, SERT Trac State Calendar and approved by the State Citizen Corps/CERT office.

The following are required items for the CERT Basic Training Course to be taught under this sub-grant:

1. Use of the full FEMA/EMI/FDEM CERT Basic Training Course G317, (Including the terrorism module and showing the Sheltering-In-Place Video (DVD);
2. Use of a G428 CERT Train-the-Trainer (TTT) qualified individual (FEMA/FDEM graduate of the CERT TTT, or Trainer Course) as Program Manager, course manager, or lead instructor;
3. Use of a G427 qualified individual (FEMA/FDEM graduate of the CERT TTT, or Trainer Course) as Program Manager; and
4. Use of an adequate training facility.

It is the responsibility of the applicant to arrange and compensate course managers for CERT trainings and course manuals.

Tracking and reporting the number of trained CERT volunteers is not only a State of Florida priority, but also a DHS/ODP priority. It is required to have a database to track the number of trained volunteers, as well as someone, to monitor/enter data to such a database.

Required Quarterly Reports will be due as indicated in the signed agreement, or separate schedule. The Quarterly Report should include more extended training data, explanation on the expenditure of funds during the quarter and any CERT activities that took place.

FDEM reserves the right to change quarterly reporting due dates when to do so would be in the best interest of the State of Florida.

Citizen Corps/CERT programs must comply with the DHS requirement of NIMS compliancy. A letter from your County Emergency Management or your sponsoring agency indicating compliance with NIMS requirements must be completed by the deadline outlined in the contract.

G. Cost share guidance-types of match

- Cash (hard) match includes non-Federal cash spent for project-related costs, according to the program guidance. Allowable cash match must only include those costs which are in compliance with 2 CFR Part 225, *Cost Principles for State, Local, and Indian Tribal*

Governments (OMB Circular A-87) and 44 CFR Part 13, *Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.*

- In-kind (soft) match includes, but is not limited to, the valuation of in-kind services. "In-kind" is the value of something received or provided that does not have a cost associated with it. For example, if in-kind match (other than cash payments) is permitted, then the value of donated services could be used to comply with the match requirement. Also, third party in-kind contributions may count toward satisfying match requirements provided the grantee receiving the contributions expends them as allowable costs in compliance with 2 CFR Part 225, *Cost Principles for State, Local, and Indian Tribal Governments* (OMB Circular A-87) and 44 CFR Part 13, *Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.*

H. Monitoring

Monitoring shall be accomplished through a desk-based review or on-site visit. Monitoring will involve the review and analysis of the financial, programmatic, performance, compliance and administrative processes, policies, activities, and other attributes of each county and will identify areas where technical assistance, corrective actions and other support may be needed.

- **Desk Monitoring** is the review of projects, financial activity and technical assistance between the Division and the applicant via e-mail and telephone.

- **On-Site Monitoring** is an actual visit to the recipient agency by a Division representative who examines records, procedures and equipment.

The Division may request additional monitoring/information if the activity, or lack thereof, generates questions from the region, the sponsoring agency or Division leadership. The method of gathering this information will be determined on a case-by-case basis.

I. Environmental Planning & Historic Preservation (EHP) Compliance Guidelines

Recipients must comply with all applicable EHP laws, regulations, and Executive Orders (EOs) in order to draw down their FY 2014 EMPG Program grant funds. Any project with the potential to impact natural resources or historic properties cannot be initiated until FEMA has completed the required FEMA EHP review.

Recipients that implement projects prior to receiving EHP approval from FEMA risk de-obligation of funds. For these types of projects, Recipients must complete the FEMA EHP Screening Form (OMB Number 1660-0115/FEMA Form 024-0-01) and submit it, with all supporting documentation to their Grant Manager. Recipients should submit the FEMA EHP Screening Form for each project as soon as possible upon receiving their grant award. The Screening Form must be submitted prior to funds being expended. Refer to IBs 329, 345, and 356 (located at *http://www.fema.gov/government/grant/bulletins/index.shtm*)

The following types of EMPG projects are to be submitted to FEMA for compliance review under EHP laws and requirements prior to initiation of the project:

- Any involvement with the installation of equipment;
- Ground-disturbing activities;

- New construction (installation and renovation), including communication towers, or modification/renovation of existing buildings, or structures;
- Proposed construction or renovation projects that are part of larger projects funded from a non-FEMA source (such as an EOC that is part of a larger proposed public safety complex);
- Renovation of and modification 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; and/or
    - Barriers, doors, gates and related security enhancements.
    - Field based training and exercises including activities that involve ground disturbance, use of explosives, toxic agents or otherwise have the potential to cause impact to the environment or historical resources. This is only a requirement if the exercise or field training is not being conducted by a certified professional or at an existing facility with established procedures.
    - Communication tower projects.

The following activities do not require the submission of the FEMA EHP Screening Form:

- Planning and development of policies or processes;
- Management and administration;
- Classroom-based training;
- Table top exercises and functional exercises; and
- Acquisition of mobile and portable equipment (no installation).

All recipients of financial assistance will comply with the requirements of the NEPA, as amended, 42 U.S.C. §4331 et seq., which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for its grant-supported activities, DHS requires the environmental aspects of construction grants (and certain non-construction projects as specified by the component and awarding office) to be reviewed and evaluated before final action on the application.

For more information on FEMA's EHP requirements, see Informational Bulletins below:

- Information Bulletin 329, Environmental Planning and Historic Preservation Requirements for Grants, available at http://www.fema.gov/pdf/government/grant/bulletins/info329.pdf;
- Information Bulletin 345, Programmatic Environmental Assessment, available at http://www.fema.gov/pdf/government/grant/bulletins/info345.pdf; and
- Information Bulletin 356, EHP Screening Form, available at http://www.fema.gov/pdf/government/grant/bulletins/info356.pdf.

J. Construction and Renovation

Construction and renovation projects for a State, local, territorial, or tribal government's principal Emergency Operations Center (EOC) as defined by the SAA are allowable under the EMPG Program.

Written approval must be provided by FEMA prior to the use of any EMPG Program funds for construction or renovation. Requests for EMPG Program funds for construction of an EOC must be accompanied by an EOC Investment Justification (FEMA Form 089-0-0-3; OMB Control Number; 1660-0124 (available through ND grants) to their Grant Program Manager for review.

When applying for funds to construct communication towers, grantees and sub-grantees must submit evidence that the FCC's Section 106 review process has been completed and submit all documentation resulting from that review to GPD prior to submitting materials for EHP review. Grantees and sub-grantees are also encouraged to have completed as many steps as possible for a successful EHP review in support of their proposal for funding (e.g., coordination with their State Historic Preservation Office to identify potential historic preservation issues and to discuss the potential for project effects, compliance with all State and EHP laws and requirements). Projects for which the grantee believes an Environmental Assessment (EA) may be needed, as defined in 44 C.F.R. §§ 10.8 and 10.9, must also be identified to the FEMA Regional Program Manager within six months of the award and completed EHP review materials must be submitted no later than 12 months before the end of the period of performance. EHP review packets should be sent to Grant Program Manager.

EMPG Program grantees using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*). Grant recipients must ensure that their contractors or subcontractors for construction projects pay workers employed directly at the work-site no less than the prevailing wages and fringe benefits paid on projects of a similar character. Additional information, including Department of Labor (DOL) wage determinations, is available from the following website: *http://www.dol.gov/compliance/laws/comp-dbra.htm.*

K. Maintenance and Sustainment

The use of FEMA preparedness grant funds for maintenance contracts, warranties, repair, or replacement costs, upgrades, and user fees are allowable under all active and future grant awards, unless otherwise noted.

EMPG Program grant funds are intended to support the Goal and fund activities and projects that build and sustain the capabilities necessary to prevent, protect against, mitigate the effects of, respond to, and recover from those threats that pose the greatest risk to the security of the Nation. In order to provide grantees the ability to meet this objective, the policy set forth in GPD's IB 379 (Guidance to State Administrative Agencies to Expedite the Expenditure of Certain DHS/FEMA Grant Funding) allows for the expansion of eligible maintenance and sustainment costs which must be in 1) direct support of existing capabilities; (2) must be an otherwise allowable expenditure under the applicable grant program; (3) be tied to one of the core capabilities in the five mission areas contained within the National preparedness Goal, and (4) shareable through the Emergency Management Assistance Compact. Additionally, eligible costs must also be in support of equipment, training, and critical resources that have previously been purchased with either Federal grant or any other source of funding other than DHS/FEMA preparedness grant program dollars. Additional guidance is provided in FEMA Policy FP 205-402-125-1, *Maintenance Contracts and Warranty Coverage Funded by Preparedness Grants*, located at: *http://www.fema.gov/media-library/assets/documents/32474.*

L. Unallowable costs

Unallowable costs include, but shall not be limited to:

- Expenditures for weapons systems and ammunition;
- Costs to support the hiring of sworn public safety officers for the purposes of fulfilling traditional public safety duties or to supplant traditional public safety positions and responsibilities; or

- Activities unrelated to the completion and implementation of the EMPG Program.

In general, recipients should consult with their Grant Manager; who will coordinate with the FEMA Regional Program Analyst prior to making any Investment that does not clearly meet the allowable expense criteria established in this Guidance.

ATTACHMENT C
PROGRAM BUDGET DELIVERABLES

Citizen Corp/CERT funding is intended only to be used for specific preparedness or volunteer training or by trained volunteers in carrying out response functions. Program educates people about disaster preparedness for hazards that may impact their area and trains them in basic disaster response skills, such as fire safety, light search and rescue, team organization, and disaster medical operations. Using the training learned in the classroom and during exercises, CERT members can assist others in their neighborhood or workplace following an event when professional responders are not immediately available to help. CERT members also are encouraged to support emergency response agencies by taking a more active role in emergency preparedness projects in their community. Activities funded under these projects must meet the allow ability requirements of Emergency Performance Grant Program (EMPG).

Planning Deliverable: Subject to the funding limitations of this Agreement, the Division shall reimburse the Recipient for the actual cost of successfully completing a planning initiative listed on Attachment B of this agreement or those items listed in the on the *Appendix B of FY2014 DHS/FOA* which list the EMPG allowable costs http://www.fema.gov/media-library/assets/documents/92248.

Training Deliverable: Subject to the funding limitations of this Agreement, the Division shall reimburse the Recipient for the actual cost of successfully completing a training course listed on the Department of Homeland Security (DHS) approved course catalog. The catalog is available online at: http://training.fema.gov/. For the purposes of this Agreement, any training course listed on the DHS approved course catalog qualifies as an authorized course. The Recipient can successfully complete an authorized course either by attending or conducting that course. For non-DHS courses, the recipient shall obtain advance written approval from FDEM by means of the Non-TED form by contacting the grant manager.

Exercise Deliverables: Subject to funding limitations of this Agreement, the Division shall reimbursement the Recipient for the actual cost of successfully completing an exercise which meets the Department of Homeland Security Exercise and Evaluation Program (HSEEP) Standards and is listed in the A) State, and B) County or C) Regional Training and Exercise Plan (TEP) in which the recipient is geographically located. Information related to TEPs and HSEEP compliance can be found online at: http//www.llis.dhs.gov/hseep. For the purposes of this Agreement, any exercise which is compliant with HSEEP standards and contained in the State of Florida (and County or Regional) MYTEP qualifies as an authorized exercise. The Recipient can successfully complete an authorized exercise either by attending or conducting that exercise.

Equipment Deliverable: Subject to the funding limitations of this Agreement, the Division shall reimburse the Recipient for the actual cost of purchasing an item identified in the approved project funding template and budget of this agreement and listed on the DHS Authorized Equipment List (AEL). For the purposes of this Agreement, any item listed on the AEL qualifies as an authorized item. The 21 allowable prevention, protection, mitigation, response, and recovery equipment categories and equipment standards for HSGP are listed on the web-based version of the Authorized Equipment List (AEL) on the Lessons Learned Information System at http://llis.gov/. In addition, agencies will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

To receive reimbursement, the Recipient's activities must be completed within the period of performance and in accordance with the Budget and Scope of Work, Attachment A and B of this agreement.

ATTACHMENT D

REPORTS

1. **Quarterly Reporting:**

   The Quarterly Programmatic Report is due within 15 days after the end of the reporting periods (March 31, June 30, September 30 and December 31) 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.
   - If a report goes 2 consecutive quarters without Recipient reflecting any activity and/or no expenditures will likely result in termination of the agreement.

Programmatic Reporting Schedule

Reporting Period	Report due to DEM no later than
January 1 through March 31	April 15
April 1 through June 30	July 15
July 1 through September 30	October 15
October 1 through December 31	January 15

2. **Reimbursement Requests:**

   Request for reimbursements are required quarterly at a minimum. Request can be sent to your grant manager for review and approval at anytime during the grant period. Reimbursements must be requested within 90 calendar days of expenditure of funds, and quarterly at a minimum. Failure to submit request for reimbursement within 90 calendars of expenditure shall result in denial of reimbursement. The Recipient shall 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.

3. **Close-out Programmatic Reporting:**

   The Close-out Report is due to the Florida Division of Emergency Management no later than 45 calendar days after the project is completed or the agreement has expired.

4. Programmatic Point of Contact

Grant Point of Contact	Programmatic Point of Contact
Virginia Hughes, CCP Coordinator FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 413-9938 virginia.hughes@em.myflorida.com	Owen Roach, Programmatic FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 410-1599 owen.roach@em.myflorida.com

5. Contractual Responsibilities

- FDEM shall determine eligibility of projects and approve changes in the scope of work.
- FDEM shall administer the financial processes.

ATTACHMENT E

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 39
22) Chapter 252, Florida Statutes
23) Rule Chapters 27P-6, 27P-11, and 27P-19, Florida Administrative Code
24) 44 CFR, (Code of Federal Regulations) Part 13 (Common Rule)
25) 44 CFR, Part 302
26) 48 CFR, Part 31
27) OMB Circular A-21, A-102, A-110, A-122, A-128, A-87 and A-133

Special Conditions

1. The Recipient 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 Department of Homeland Security grants are listed below:

   A. Administrative Requirements
   - 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
   - 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)

   B. Cost Principles
   - 2 CFR Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
   - 2 CFR Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)

- 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
- Federal Acquisition Regulations (FAR), Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations

C. Audit Requirements

- OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations

2. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.

3. The recipient agrees that all allocations and uses of funds under this grant will be in accordance with the FY 2014 Emergency Management Performance Grants Program Funding Opportunity Announcement.

4. The 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 communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings, structures and objects that are 50 years old or older, and purchase and use of sonar equipment. 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 without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.

ATTACHMENT F

JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT: _____

If you are requesting an advance, indicate same by checking the box below.

[ ] 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.

If you are requesting an advance, complete the following chart and line item justification below.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	**20___-20___ Anticipated Expenditures for First Three Months of Contract**
For example **ADMINISTRATIVE COSTS** **(Include Secondary Administration.)**	
For example **PROGRAM EXPENSES**	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION **(For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Supporting documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance).**

_____

_____

_____

ATTACHMENT G

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 offer or 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 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.

Codes 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 weekdays, excluding recognized 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 H

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 Project Number

_____

City, State, Zip

_____

Date

ATTACHMENT I
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 ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

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 subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.

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 J

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 H (found within Agreement with FDEM) been completed for this consultant and included in the reimbursement package?

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).

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 all relevant forms 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 all Forms submitted match?

☐ 4. Has Reimbursement Form been signed by the Grant Manager and Financial Officer?

☐ 5. Has the reimbursement package been entered into sub grantee's records/spreadsheet?

☐ 6. Have the quantity and unit cost been notated on Reimbursement Budget Breakdown?

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-7603 **County Administrator's Report 12. 4.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 02/05/2015
Issue: RESTORE Grant
From: Keith Wilkins, Department Director
Organization: Community & Environment
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the RESTORE Planning Grant - Keith T. Wilkins, Community & Environment Department Director

That the Board authorize the Chair or his designee to sign the certifications and application for submittal of a RESTORE Planning Grant.

[CERTIFICATIONS AND APPLICATION TO BE DISTRIBUTED UNDER SEPARATE COVER]

BACKGROUND:

The Treasury Department has promulgated rules allowing for distribution of RESTORE funds for Multi Year Implementation Plan (MYIP) development. These grants are known as Pre Award Grants since they precede distribution of project funds to enable development of the required MYIP submittal to Treasury. This grant application consists of four primary tasks:

1) Reimbursement for costs to date and final development of the County MYIP, including Dewberry's, the internal county costs and other contracted services associated with the plan development;

2) Development of a Best Available Science Tool consistent with requirements within the RESTORE Act to assure proposed projects adhere to the best available science for restoration of Pensacola and Perdido Bays;

3) Develop an MYIP framework around not just the MYIP requirements but also consistent with the Florida Chamber Six Pillars Twenty Year Strategic Plan;

4) Conduct a workforce readiness evaluation to better determine barriers to gainful employment for at risk and underemployed populations, and analyze current employment related service programs.

Each of these tasks will either reimburse or advance funding approval for tasks associated with development of the required RESTORE Multi Year Implementation Plan.

BUDGETARY IMPACT:

The cost of these services is included in the Professional Services contract PD 13-14.026. No additional budgetary impact is to be incurred. The grant application will either reimburse or advance the County funds associated with the preparation of the MYIP for internal costs and consulting services. The grant request is estimated at $500,000.

LEGAL CONSIDERATIONS/SIGN-OFF:

Upon approval of this grant proposal a grant agreement will be reviewed by the Legal Department and brought to the Board for final approval.

PERSONNEL:

The grant application is being prepared under our current contract with Dewberry and existing County staff. Upon award it will supplement County personnel costs for additional resources in the Clerk's office and the Community & Environment Department. Other implementation of the grant will be conducted through the existing contract and PO for Dewberry or other existing or procured contractual services.

POLICY/REQUIREMENT FOR BOARD ACTION:

The US Department of the Treasury grant application requires "the highest County official to sign the letter authorizing certifications for the application within the grantsolutions.gov web program. Board approval is required to authorize the Chair to take these actions.

IMPLEMENTATION/COORDINATION:

Implementation and coordination of this grant application will be conducted by the Community & Environment Department.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-7515 **County Administrator's Report 12. 5.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 02/05/2015
Issue: Addison Drive Drainage Repair
From: Joy D. Blackmon, P.E., Department Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Addison Drive Drainage and Slope Repair- Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action regarding the Addison Drive Drainage and Slope Repair:

A. Grant permission to staff to enter private property at 9337 Scenic Highway to reclaim soil and to stabilize and restore to pre-failure conditions the damages resulting from the landslide/slope failure; and

B. Allocate $75,000 for materials to construct a two-tiered, GRS stabilized slope on County property, and to replace the damaged County infrastructure (fence and drainage) system. Repairs will be made by the Public Works Department, Roads Division personnel with in-house labor. Access for these repairs will be from Addison Drive, within Ellyson Industrial Park, utilizing County right-of-way.

[Funding: Fund 112, Disaster Recovery Fund, Cost Center 330493, Object Code 54612, Project #ESDPW01, Addison]

BACKGROUND:

As a result of the April 2014 flood event, a portion of the hillside bordering Addison Drive at the Ellyson Industrial Park property line failed, resulting in a slope failure from County-owned property to portions of private property at 9337 Scenic Highway. The resulting slope failure deposited soil, drainage system components, fencing, and vegetative debris from County property on to private property.

Repairs will be made by Public Works Department, Roads Division personnel with in-house labor. Access for these repairs will be from Addison Drive, within Ellyson Industrial Park, utilizing County right-of-way.

An application for reimbursement will be submitted to the Federal Emergency Management Agency (FEMA).

BUDGETARY IMPACT:

Funding for this project is available in Fund 112, "Disaster Recovery Fund," Cost Center 330493, Object Code 54612, Project #ESDPW01 "Addison".

LEGAL CONSIDERATIONS/SIGN-OFF:

The property owner, Mr. Mayrand, has signed a Right of Entry Agreement, allowing County personnel to complete this restoration work on his property.

PERSONNEL:

The repairs, restoration and stabilization work will be performed by in-house personnel.

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon approval by the Board, Road Operations personnel will begin work.

Attachments

Mayrand_ROE

Drainage and Slope Repair Worksheet

RIGHT OF ENTRY AGREEMENT

I/We Russell Maynard, the

owner(s)/leaseholder(s) of the property commonly identified as 9337 Scenic Hwy

Pensacola, FLA.

(street address)

located in Escambia County, Florida, (the "Property") do grant and give freely and without coercion, the right of access and entry to the Property to Escambia County, the State of Florida, the United States Government, the Federal Emergency Management Agency (FEMA), and their agencies, contractors, and subcontractors, for the purpose of removing and clearing any or all sediment and storm-generated debris of whatever nature from the Property.

It is fully understood that this Agreement is not an obligation to perform sediment and debris removal. The undersigned agrees and warrants to hold harmless Escambia County, the State of Florida, the United States Government, the Federal Emergency Management Agency (FEMA), and their agencies, contractors, and subcontractors, for damage of any type, whatsoever, either to the Property or persons situated on the Property, and releases, discharges and waives any action, either legal or equitable, that might arise out of any activities on the Property.

I/We (have_____, have not ✓) (will_____, will not ✓) received any compensation for sediment or debris removal from any other source including Small Business Administration (SBA), National Resource Conservation Service (NRCS), private insurance, individual and family grant program or any other public assistance program. I will report to Escambia County any insurance settlements to me or my family for sediment or debris removal from the Property that has been performed at government expense. For the consideration and purposes set forth in this Agreement, I set my hand this 28 day of Aug., 2014.

Owner/Leaseholder

Owner/Leaseholder

9337 Scenic Hwy
Pens FL 32514

Address

850-554-3991 (cell)

Telephone Number

BRENDA KENIMER
Notary Public - State of Florida
My Comm. Expires Jul 8, 2018
Commission # FF 125955

Brenda Kenimer
Aug. 28th 2014
Escambia Co FL

Addison Drive Drainage and Slope Repair

Line Item	Quantity	Units	Unit Price	Ext Cost
Earthwork Fill	1000	CY	$3.40	$3,400.00
Unsuitables	100	CY	$8.75	$875.00
Seed and Mulch	1500	SY	$0.53	$795.00
Sod	1500	SY	$3.20	$4,800.00
GRS Reinforcement	5000	SY	$4.40	$22,000.00
CMUs - Split-face	2660	EA	$3.65	$9,709.00
Split-face Cap	500	EA	$5.00	$2,500.00
Rebar	600	LF	$2.00	$1,200.00
Sakrete (80 lbs bag)	380	EA	$5.53	$2,100.00
#57 Stone	150	CY	$75.33	$11,300.00
6' Chain Link Fence	150	LF	$15.00	$2,250.00
FDOT Type C Inlet	2	EA	$2,000.00	$4,000.00
18" HDPE Pipe	200	LF	$32.00	$6,400.00
	Grand Total			$71,329.00
Balance of Line (may not exceed 25% of total cost)	**Qty**	**Units**		
MOT @ 5% Sub Total	1	LS	$3,566.45	$3,566.45
Balance of Line Total				$3,566.45
Revised Grand Total with BOL				$74,895.45

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-7525 **County Administrator's Report 12. 6.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 02/05/2015
Issue: Supplemental Budget Amendment #052 - Urban and Community Forestry Grant
From: Stephan Hall, Interim Department Director
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #052 - Stephan Hall, Management and Budget Services Interim Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #052, Other Grants and Projects Fund (110), in the amount of $20,000, to recognize proceeds from the Florida Department of Agriculture and Consumer Services, Florida Forest Service, and to appropriate the funds to develop a tree inventory database and assist with funding for tree education materials, workshops, and the County Arbor Day Celebration.

BACKGROUND:

Escambia County's urban forest plays a vital role in the health and well being of its citizens and communities. The Community & Environment Department's Water Quality & Land Management Division applied for an Urban and Community Forestry Grant through the Florida Department of Agriculture and Consumer Services to provide funds to develop a tree inventory database and assist with funding for tree education materials, workshops and the County Arbor Day.

BUDGETARY IMPACT:

The amendment will increase Fund 110 by $20,000. This grant requires a $2,100 match that will be from the County Tree Fund Ordinance Fees.

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# 052

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2015-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, the County has received a grant from the Florida Department of Agriculture and Consumer Services, Florida Forest Service, for the Urban and Community Forestry Grant, and these funds must be recognized and appropriated in the current year's budget.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2015:

Other Grants & Projects	110
Fund Name	**Fund Number**

Revenue Title	Fund Number	Account Code	Amount
Urban and Community Forestry Grant	110	334341	20,000
Total			$20,000

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Other Contractual Services	110/221011	53401	20,000
Total			$20,000

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA, COUNTY, FLORIDA

Steven Barry, Chairman

Adopted

Stephan Hall
Digitally signed by Stephan Hall
DN: cn=Stephan Hall, o, ou, email=stephan_hall@co.escambia.fl.us, c=US
Date: 2015.01.09 14:44:28 -06'00'

OMB Approved

Supplemental Budget Amendment
052

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-7531 **County Administrator's Report** **12. 7.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 02/05/2015
Issue: Supplemental Budget Amendment #054 - FWC Artificial Reef Grant
From: Stephan Hall, Interim Department Director
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #054 - Stephan Hall, Management and Budget Services Interim Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #054, Local Option Sales Tax III Fund (352), in the amount of $100,000, to recognize Grant proceeds from the Florida Fish and Wildlife Conservation Commission (FWC), and to appropriate these funds for the deployment of the Tugboat "Ocean Wind" to be used as a public fishing and diving reef.

BACKGROUND:

Escambia County Marine Resources Division has been awarded a grant by FWC to prepare and clean to U.S. Environmental Protection Agency standards the 80 ft. long steel hulled tugboat O*cean Wind* for utilization as a public fishing and diving reef. Any remaining funds not expended on the *Ocean Wind* project may be utilized for artificial reef development utilizing clean concrete materials, with material specifics and deployment plan developed to be included in the contract Scope of Work.

BUDGETARY IMPACT:

This amendment will increase Fund 352 by $100,000.

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# 054

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2015-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, the County has received a grant from the Florida Fish and Wildlife Conservation Commission (FWC), to deploy the tugboat *Ocean Wind* for utilization as a public fishing and diving reef, and these funds must be recognized and appropriated in the current year's budget.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2015:

Local Option Sales Tax III	352		
Fund Name	**Fund Number**		
Revenue Title	**Fund Number**	**Account Code**	**Amount**
FWC Artificial Reef Grant	352	334xxx (new)	100,000
Total			$100,000

Appropriations Title	**Fund Number/Cost Center**	**Account Code/ Project Number**	**Amount**
Improvements other than Buildings	352/220102	56301	100,000
	Project# 10NE0808		
Total			$100,000

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA, COUNTY, FLORIDA

Steven Barry, Chairman

Adopted

Stephan Hall

Digitally signed by Stephan Hall
DN: cn=Stephan Hall, o, ou, email=stephan_hall@co.escambia.fl.us, c=US
Date: 2015.01.13 15:54:23 -06'00'

OMB Approved

Supplemental Budget Amendment
054

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-7541 **County Administrator's Report** **12. 8.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 02/05/2015
Issue: Supplemental Budget Amendment #055 - State Aid to Libraries Grant
From: Stephan Hall, Interim Department Director
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #055 - Stephan Hall, Management and Budget Services Interim Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #055, Library Fund (113), in the amount of $79,698, to recognize additional Grant funds, and to increase the Cost Center balance in the State Aid to Libraries Grant, since the actual Grant amount was more than budgeted.

BACKGROUND:

West Florida Public Library was awarded the additional grant funds for the State Aid to Libraries Grant. The Grant was budgeted for $112,000. However, the actual grant was awarded for $191,698 meaning a $79,698 increase is needed to correct the center center balance.

BUDGETARY IMPACT:

The amendment will increase Fund 113 by $79,698.

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# 055

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2015-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, Escambia County and the West Florida Public Library System was awarded the State Aid to Libraries Grant, and an increase is needed due to the actual grant amount is more than what was budgeted.

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, 2015:

Library Fund	113
Fund Name	**Fund Number**

Revenue Title	Fund Number	Account Code	Amount
State Aid to Libraries Grant	113	334710	79,698
Total			$79,698

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Books, Publications & Library Materials	113/110501	56601	79,698
Total			$79,698

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

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA, COUNTY, FLORIDA

Steven Barry, Chairman

Adopted

Stephan Hall
Digitally signed by Stephan Hall
DN: cn=Stephan Hall, o, ou, email=stephan_hall@co.escambia.fl.us, c=US
Date: 2015.01.15 13:57:03 -06'00'

OMB Approved

Supplemental Budget Amendment
055

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-7590 **County Administrator's Report 12. 9.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 02/05/2015
Issue: Supplemental Budget Amendment #058 - Perdido Key Beach Mouse Impact Fees In-lieu of Mitigation
From: Stephan Hall, Interim Department Director
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #058 - Stephan Hall, Management and Budget Services Interim Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #058, Perdido Key Beach Mouse Fund (117), in the amount of $1,900,000, to recognize proceeds from WCI Communities, LLC, and to appropriate these funds for future property purchases on Perdido Key.

BACKGROUND:

On January 5, 2006, the Board adopted Ordinance No. 2006-1 to allow in-lieu fees to be used for impacts to the Perdido Key Beach Mouse and associated habitats. The County has received an in-lieu fee of $1,900,000 from WCI Communities, LLC, and this amendment will appropriate the funds for future property purchases on Perdido Key.

BUDGETARY IMPACT:

This amendment will increase Fund 117 by $1,900,000.

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#058

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2015-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, Escambia County has received funds from WCI Communities for impact fees in-lieu of mitigation related to the Perdido Key Beach Mouse, 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, 2015:

Perdido Key Beach Mouse	117		
Fund Name	**Fund Number**		
Revenue Title	**Fund Number**	**Account Code**	**Amount**
Impact Fees Beach Mouse	117	324221	$1,900,000
Total			**$1,900,000**

Appropriations Title	**Fund Number/Cost Center**	**Account Code/ Project Number**	**Amount**
Land	117/220335	56101	$1,900,000
Total			**$1,900,000**

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

Steven Barry, Chairman

Adopted

Stephan Hall

Digitally signed by Stephan Hall
DN: cn=Stephan Hall, o, ou, email=stephan_hall@co.escambia.fl.us, c=US
Date: 2015.01.23 13:44:11 -06'00'

OMB Approved

Supplemental Budget Amendment
#058

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-7591 **County Administrator's Report** **12. 10.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 02/05/2015
Issue: Supplemental Budget Amendment #059 - State of Florida, Division of Emergency Management Subgrant Agreement for the Community Emergency Response Team
From: Stephan Hall, Interim Department Director
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #059 - Stephan Hall, Management and Budget Services Interim Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #059, Other Grants and Projects Fund (110), in the amount of $5,487, to recognize proceeds from a State of Florida, Division of Emergency Management (FDEM) Federal Fiscal Year 2014 Homeland Security Subgrant Agreement, and to appropriate these funds for the Community Emergency Response Team Program.

BACKGROUND:

On January 8, 2015, the Board approved FDEM Sub-grant Agreement Number 15-CI for the Community Emergency Response Team (CERT) Program activities. The amount to be received is $5,487.

BUDGETARY IMPACT:

This amendment will increase Fund 110 by $5,487.

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#059

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number R2015-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, Escambia County was awarded a grant by the State of Florida, Division of Emergency Management for the Community Emergency Response Team Program, 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, 2015:

Other Grants & Projects	110
Fund Name	**Fund Number**

Revenue Title	**Fund Number**	**Account Code**	**Amount**
Community Emergency Response	110	334248	$5,487
Total			**$5,487**

Appropriations Title	**Fund Number/Cost Center**	**Account Code/ Project Number**	**Amount**
Other Contractural Services	110/330430	53401	$5,487
Total			**$5,487**

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

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

Steven Barry, Chairman

Adopted

Stephan Hall

Digitally signed by Stephan Hall
DN: cn=Stephan Hall, o, ou, email=stephan_hall@co.escambia.fl.us, c=US
Date: 2015.01.23 13:43:35 -06'00'

OMB Approved

Supplemental Budget Amendment
#059

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-7042 **County Administrator's Report** **12. 11.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 02/05/2015
Issue: Assembly Kits for ECAT Bus Shelters PD 14-15.011
From: Stephan Hall, Interim Department Director
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Assembly Kits for Escambia County Area Transit Bus Shelters - Stephan Hall, Management and Budget Services Interim Department Director

That the Board award Contract PD 14-15.011, Assembly Kits for Escambia County Area Transit Bus Shelters, to Brasco International, Inc., for a quantity of 30, 9 feet by 5 feet or similar size shelters, with bench, waste receptacle, and solar LED packages, for a total of $212,850.

[Funding: Fund 320, FTA Capital Project Fund, Cost Center 320423, Object Code 56301]

BACKGROUND:

The Invitation to Bid PD 14-15.011 was advertised in the Pensacola News Journal on December 15, 2014. Five firms were notified on December 15, 2014. Three bids were received on January 20, 2015. Brasco International, Inc., is the low bidder.

BUDGETARY IMPACT:

Funding: Fund 320, FTA Capital Project Fund, Cost Center 320423, Object Code 56301

LEGAL CONSIDERATIONS/SIGN-OFF:

A Purchase Order Form of 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. The Invitation to Bid PD 14-15.011 for Assembly Kits for ECAT Bus Shelters was advertised in the Pensacola News Journal on December 15, 2015. Five firms were notified on December 15, 2014. Three bids were received on January 20, 2015. Brasco International, Inc., is the low bidder.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Purchase Order.

Attachments

Bid Tab

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION	DESCRIPTION: Assembly Kits for ECAT Bus Shelters ITB# PD 14-15.011							
Bid Opening Time: 3:00 p.m. CST Bid Opening Date: 1/20/2015 Opening Location: Rm. 11.407 NAME OF BIDDER	Cover Sheet/ Acknowl.	Sworn Statement Pursuant to Section (287.133) (3) (a), Florida Statues, on Entity Crimes	Drug-Free Workplace Form	Info Sheet for Trans. & Convey. Corp. ID	Addenda	Qty (17) TOTAL	Qty (25) TOTAL	Qty (30) TOTAL
Parsco LLC	Y	Y	Y	Y	Y	$192,100	$282,500	$339,000
Brasco International, Inc.	Y	Y	Y	Y	Y	$122,315	$178,000	$212,850
Tolar Mfg. Co., Inc.	Y	Y	Y	Y	Y	$219,130	$322,250	$386,700
BIDS OPENED BY:	Joe Pillitary, CPPO, CPPB, Purchasing Coordinator						DATE: January 20, 2015	
BIDS WITNESSED BY:	Lori Kistler, SOSA						DATE: January 20, 2015	
BIDS TABULATED BY:	Lori Kistler, SOSA						DATE: January 20, 2015	

CAR
DATE 2/5/2015

BOCC
DATE 2/5/2015

The Purchasing Manager/Designee recommends to the BCC: **To award a Contract to Brasco International, Inc. for a total of $212,850.**

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 1/22/2015 @ 4:20 p.m. CST

JP/lk

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-7370 **County Administrator's Report 12. 12.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 02/05/2015
Issue: Olive Road (West Corridor) PD 14-15.016
From: Stephan Hall, Interim Department Director
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Olive Road (West Corridor) Project - Stephan Hall, Management and Budget Services Interim Department Director

That the Board award Contract PD 14-15.016, Olive Road (West Corridor), to Roads, Inc., of NWF, in the amount of $1,585,445.54.

[Funding: Fund 352, LOST III, Cost Center 210109, Object Code 56301, Project #10EN0363]

BACKGROUND:

At the regular Board of County Commissioners Meeting on October 10, 2011, the Board awarded a Lump Sum Contract to Atkins North America, Inc. (formerly known as PBS&J), per PD 10-11.070, Olive Road West Corridor (Palafox to Davis) Resurfacing & Drainage Project Engineering-Design with Limited CEI (Construction, Engineering, and Inspection), in the amount of $195,719. The project design submittals started with 30% plans, including easement and property acquisition needs completed in May 2012, prompting the Real Estate Acquisition Division (READ) to start the acquisition process. By November 2012, the 90% Design were completed, but the right-of-way acquisition process was not complete, placing final design on hold until the acquisition process could be completed. Expansion of the Mazurek Plantation subdivision pond located on Cody Lane, just North of Olive Road, was included in the original plan design. However, due to unsuccessful negotiation with a property owner, the pond expansion could not be included in the project, at this time, and will be considered at a later date. At the regular Board of County Commissioners Meeting on September 5, 2013, the Board attempted said negotiation. Instead drainage conveyance improvements were included in the projects. Olive Road (West Corridor) bid package was completed on November 31, 2014, and submitted to Purchasing for Advertisement. The solicitation was advertised in the Pensacola News Journal on December 10 and 14, 2014. Three bids were received on January 8, 2015.

BUDGETARY IMPACT:

Funding: Fund 352, LOST III, Cost Center 210109, Object Code 56301, Project #10EN0363

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney's Standard Form of Contract will be used.

PERSONNEL:

N/A

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, Sec. 46-64(a) Award approval and threshold authority. The Invitation to Bid PD14-15.016 Olive Road West was advertised in the Pensacola News Journal on December 10 and 17, 2014. Nineteen firms were notified on December 10, 2014. Representatives from 13 firms attended the pre-bid meeting held on December 17, 2014. Fourteen firms signed for and received the plans for the bid package from the Office of Purchasing. Three sealed bids were received and opened on January 8, 2015. The bids were evaluated and the low bidder Roads, Inc., of NWF, was certified and recommended for the award by Public Works, Stormwater Division, in the amount of $1,585,445.54, on January 12, 2015.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will distribute the Contract and Purchase Order.

Attachments

Tab Sheet

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION	DESCRIPTION: Olive Road (West Corridor) BID # PD 14-15.016								
Bid Opening Time: 3:00 pm CST Bid Opening Date: 01/08/2015 Bid Opening Location: Rm 11.407 **NAME OF BIDDER**	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 Addenda	Sworn StatementPursuant to Section 287.133(3)(a), FL Statutues on Entity Crimes	Grand Total
Midsouth Paving, Inc.	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	$2,119,034.65
Panhandle Grading & Paving, Inc.	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	$2,185,670.90
Roads, Inc. of NWF	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	$1,585,445.54
BIDS OPENED BY:	Joe F. Pillitary, Jr., Purchasing Coordinator DATE: 01/08/2015								
BIDS TABULATED BY:	Angie Holbrook, Purchasing Associate DATE: 01/08/2015								
BIDS WITNESSED BY:	Angie Holbrook, Purchasing Associate DATE: 01/08/2015								

CAR
DATE 01/22/2015

BOCC
DATE 01/22/2015

The Purchasing Chief/Designee recommends to the BCC: To award a contract to Roads, Inc. of NWF in the amount of $1,585,445.54

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 @ 2:30 p.m. CST on 01/09/2015

JFP/abh

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-7371 **County Administrator's Report 12. 13.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 02/05/2015
Issue: Olive Road East Multi-Lane Reconstruction and Drainage Project - Phase I, PD 14-15.017
From: Stephan Hall, Interim Department Director
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Olive Road East Multi-Lane Reconstruction and Drainage Project - Phase I - Stephan Hall, Management and Budget Services Interim Department Director

That the Board take the following action concerning the Olive Road East Multi-Lane Reconstruction and Drainage Project - Phase I, PD 14-15.017:

A. Award Contract PD 14-15.017, Olive Road East Multi-Lane Reconstruction and Drainage Project - Phase 1, to Roads, Inc., of NWF, in the amount of $4,531,541.13; and

B. Approve and authorize the Chairman to sign the Interlocal Cost-Sharing Agreement (Water Main Replacement and Upgrade on the Olive Road Drainage and Roadway Improvement Project) for Olive Road Multi-Lane Reconstruction and Drainage Project (County Road 290) between Escambia County and the Emerald Coast Utility Authority (ECUA) for the Water Main Replacement and Upgrade.

[Funding: Fund 352, LOST III, Cost Center 210109, Object Code 56301, Project # 10EN0363]

BACKGROUND:

At the regular Board of County Commissioners Meeting on October 10, 2011, the Board awarded a Lump Sum Contract to DRMP, Inc., for Olive Road multi-lane reconstruction, per PD 10-11.071, Olive Road East Corridor (Davis to Scenic) Project Engineering-Design with Limited CEI (Construction, Engineering, and Inspection), in the amount of $1,482,372.47. The project design submittals started with 30% plans, including right-of-way and property acquisition maps, completed in May 2012, prompting the Real Estate Acquisition Division (READ) to start the lengthy acquisition process. By August 2013, the 90% Design were completed, but the right-of-way acquisition process was not complete, placing final design on hold until the acquisition process could be completed. At the overall projects most eastern watershed pond outfall location, the

receiving Gatewood ditch drainage system was damaged during the April 29/30, 2014 storm event. Since the National Resource Conservation Service (NRCS) funding approval to address the Gatewood ditch repairs has been delayed by congressional funding allocation, the project now requires phased construction approach, which coincide with the two project watersheds. So the project was divided at the watershed line resulting in Phase 1 of the Olive Road East Multi-Lane Reconstruction & Drainage Project. Phase 2 will be solicited for bids after the NRCS funding is allocated for the Gatewood ditch repairs. Olive Road East Multi-Lane Reconstruction & Drainage Project Phase 1 bid package was completed on November 31, 2014, and submitted to Purchasing for Advertisement.

The Invitation to Bid, PD 14-15.017 - Olive Road East Multi-Lane Reconstruction & Drainage Project - Phase 1 was advertised in the Pensacola News Journal on December 10 and 17,2014. Nineteen firms were notified on December 10, 2014. Representatives from thirteen firms attended the pre-bid meeting on December 17, 2014. Fourteen firms signed for and received the plans and specifications from the Office of Purchasing for the bid package. One bid was received on January 8, 2015.

During plan development utility coordination efforts with Emerald Coast Utilities Authority (ECUA), a cost sharing agreement was requested by ECUA to upgrade an abandon an existing 8" cement asbestos main in conflict with proposed improvements, to a 12" PVC water main. The Interlocal Cost-Sharing Agreement between Escambia County and Emerald Coast Utility Authority (ECUA) for the Water Main Replacement and Upgrade, is consistent with previous Board direction and policy. Cost-sharing with ECUA started as a result of June 4, 1996, per the direction of the Board of County Commissioners.

BUDGETARY IMPACT:

Funding: Fund 352, LOST III, Cost Center 210109, Object Code 56301, Project #10EN0363

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney's standard form of contract will be used.

PERSONNEL:

N/A

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, Sec. 46-64(a) Award approval and threshold authority. The Invitation to Bid PD 14-15.017 - Olive Road East Multi-Lane Reconstruction & Drainage Project Phase 1 was advertised in the Pensacola News Journal on December 10th and 17th, 2014. Nineteen firms were notified on December 10, 2014. Representatives from thirteen firms attended the pre-bid meeting on December 17, 2014. Fourteen firms signed for and received the plans and specifications from the Office of Purchasing for the bid package. One bid was received on January 8, 2015. The bid was evaluated by Public Works, Stormwater Division

and certified for the award to Roads Inc. of NWF.in the amount of $4,531,541.13 on January 12, 2015.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will distribute the Contract and Purchase Order.

Attachments

Interlocal
2001MOU
ECUA Request
ECUA policy
cost sharing
DRMP contract
bid tab

STATE OF FLORIDA
COUNTY OF ESCAMBIA

INTERLOCAL COST-SHARING AGREEMENT
(Water Main Replacement and Upgrade on the Olive Road Drainage and Roadway Improvement Project)

THIS AGREEMENT, made and entered into as of the ____ day of _____, 2015, by and between the COUNTY OF ESCAMBIA, a political subdivision of the State of Florida (hereinafter "County"), and the EMERALD COAST UTILITIES AUTHORITY, a local governmental body, corporate and politic, of the State of Florida (hereinafter "ECUA") (collectively the "Parties"), is as follows:

W I T N E S S E T H:

WHEREAS the Board of County Commissioners of Escambia County and ECUA are authorized by Section 163.01, Florida Statutes, to enter into Interlocal Agreements and thereby cooperatively utilize their powers and resources in the most efficient manner possible;

WHEREAS ECUA provides potable water service in certain defined areas in Escambia County, Florida;

WHEREAS the County is responsible for stormwater drainage and roadway facilities in the unincorporated portions of Escambia County, Florida;

WHEREAS the County is planning to address storm water drainage and roadway facility needs along Olive Road, between Davis Highway and Ninth Avenue, in Escambia County, Florida;

WHEREAS ECUA has an existing eight inch cement-asbestos (CA) water main along Olive Road, between Davis Highway and Ninth Avenue in Escambia County, Florida;

WHEREAS ECUA has identified a need to replace and upgrade its existing eight inch water main along Olive Road in Escambia County, Florida with a twelve inch PVC water main;

WHEREAS ECUA and the County have both budgeted funds to conduct the needed work along Olive Road;

WHEREAS the County has referenced this project as "Olive Rd East Multi-Lane Reconstruction & Drainage Project" planned for construction as a phased project approach;

WHEREAS the Parties recognize that two construction projects being performed in the same geographical area at different times would be more disruptive than a single combined project in which potable water supply, drainage, and roadway improvements were addressed simultaneously;

WHEREAS the Parties further recognize that certain economies of scale can be achieved by combining the projects rather than designing and constructing them separately;

WHEREAS, ECUA requested the County include replacing and upgrading the water main within the project scope for its drainage and roadway improvements along Olive Road;

WHEREAS the County acceded to this request;

WHEREAS the County's contracts for the completion of the projects will include design and construction services for both water main replacement and upgrades for ECUA and drainage/roadway improvements for the County;

WHEREAS the Parties have agreed to share the costs of replacing and upgrading the water main with ECUA's reimbursing the County 60% of the costs attributed to the water main;

NOW THEREFORE, in consideration of mutual terms, covenants, and conditions contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed as follows:

1. Recitals. The above recitals are true and correct, and are incorporated in this Agreement as fully as if set forth herein.

2. Entry into Contract. In return for the promises contained herein, the County will enter into contract/s to design and construct drainage/roadway improvements as well as water main replacement and upgrade along Olive Road between Davis Highway and Ninth Avenue, which will serve both Parties. The County will also administer the contract, with input and guidance from ECUA regarding the water main improvement components.

3. Cost Sharing. The County will pay all of the costs associated with designing and constructing the referenced drainage, roadway, and water main improvement project. However, starting with the issuance of the notice to proceed to the awarded contractor(s), ECUA shall reimburse the County sixty percent (60%) of the associated costs incurred as part of the water main improvement aspects of the project, within thirty (30) days of ECUA's receipt of such invoice from the County. The Parties presently estimate that the total costs associated with the water main improvement aspects of the project will be $840,000, making ECUA's estimated reimbursement responsibility to be $504,000 for all phases of the project.

4. Change Orders. The Parties, however, acknowledge that there may be change orders requiring cost adjustments in the event certain unforeseen conditions or charges arise. The County Engineer, or her designee, shall have the right to approve any requested change orders submitted by the engineering-design firm or contractor(s) regarding the drainage, roadway, and sanitary sewer improvements, subject to the concurrence of ECUA in the event the change impacts the water main aspects of the project. However, the maximum amount of change order(s) from ECUA for water main improvements under this Agreement shall be $50,000, absent further action by the ECUA Board.

5. Notice and Contact:

a. All notices provided under or pursuant to this Agreement shall be in writing, either by hand, or mail, to the representatives named below, at the address below:

b. Name and contact information of the County's project manager:

Christopher "Chris" A. Curb, Project Coordinator
Escambia County Engineering Division of Public Works
3362 W. Park Place
Pensacola, FL 32526
Telephone: (850) 595 -3419

c. Name and contact information of ECUA's project manager:

Brandon Knight, P.E.
9255 Sturdevant St
Pensacola, FL 32514
Telephone: (850) 969-3310

d. In the event that different representatives or addresses are designated by either Party after execution of this Agreement, notice of the name, title, address, and telephone number of the new representative will be provided as outlined in paragraph 5a, above.

6. Plan Review and Inspection. Both Parties shall have the right to review all plans and design documentation. Both Parties shall be in agreement prior to acceptance and sign-off of any work associated with the project.

7. Documentation of Work. The County agrees to fully document completion of all said work associated with this project, in writing, by ensuring copies are provided to ECUA of all meeting notes, plans, design documentation, and such other documentation as reasonably

required by either Party.

8. Ownership and Maintenance. The County agrees that all design documentation concerning drainage and roadway system improvements resulting from the work under this Agreement shall become the property of the County after the satisfactory completion of said design. ECUA agrees that all design documentation concerning water main improvements resulting from the work under this Agreement shall become the property of ECUA after the satisfactory completion of said design.

9. Liability. Subject to any claim of sovereign immunity, each Party to this Agreement shall be fully liable for the acts and omissions of its respective employees and agents in the performance of this Agreement to the extent permitted by law. Furthermore, nothing in this Agreement nor any act of the Parties shall be deemed or construed by the Parties hereto or by any third party to create a relationship of principal and agent, joint venture, business affiliation, or of any association whatsoever between ECUA and the County.

10. Term of Agreement. This Agreement shall terminate upon the completion of the work contemplated under this Agreement and ECUA's having reimbursed the County for all costs for which it is responsible under paragraphs 3 and 4 of this Agreement, above, barring any warranty issues.

11. Termination. This Agreement may be terminated by either Party for cause, and only after the Party seeking termination has notified the other Party of the alleged default on the contract and has provided the defaulting Party a reasonable opportunity to cure, which shall be no less than thirty (30) days' time.

12. Records. The Parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a Party fails to abide by the provisions of Chapter 119, Florida Statutes, the other Party shall give the first party written notice of the alleged violation of Chapter 119 and seven (7) calendar days to cure the alleged violation. If the alleged violation has not been cured at the end of that time period, then the other Party may terminate this Agreement for cause.

13. Effective Date. This Agreement shall become binding on the Parties and 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.

14. Choice of Law; Venue. This Agreement and the interpretation and

performance thereof shall be governed by the laws of the State of Florida, and any action arising out of or related to this Agreement shall be brought only in a court of appropriate jurisdiction in Escambia County, Florida.

15. Interpretation. Headings used throughout this Agreement are for the purpose of convenience only and no heading shall modify or be used to interpret the text of any paragraph. This Agreement shall not be more strictly construed against either Party by reason of the fact that one Party may have drafted or prepared any or all of the terms and provisions of this Agreement.

16. Severability. The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

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

18. Amendment. This Agreement may be amended only by a written agreement signed by an authorized representative of each Party.

19. Authority to Contract. Each individual executing this Agreement on behalf of a Party represents and warrants that he is duly authorized to execute and deliver this Agreement on behalf of said entity, in accordance with applicable law, and that this Agreement is binding upon said entities in accordance with its terms.

20. Annual Appropriation: Nothing contained in this Agreement shall be deemed to create a debt, liability, or other obligation of either Party or any other political subdivision of the State of Florida within the meaning of any constitutional, statutory, charter, or other provision or limitation, and nothing contained herein shall be deemed to authorize or compel, directly or indirectly, the exercise of the ad valorem taxing power of the County or any other political subdivision of the State of Florida or taxation in any form on any real or personal property for the payment of any amounts contemplated by or as provided in this Agreement; moreover, the Parties acknowledge that ECUA has no taxing power. Furthermore, pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the Parties' performance and obligations to fund this Agreement shall be contingent upon

annual appropriations by the Parties' respective governing boards.

IN WITNESS WHEREOF, the Parties have executed this Agreement, by and through their duly undersigned representatives, as of the date and year first written above.

EMERALD COAST UTILITIES AUTHORITY, a local governmental body, corporate and politic

By:_____
Stephen E. Sorrell,
Executive Director

ATTEST:

Date:_____

By:_____
Secretary

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

By:_____
Steven Barry, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Date:_____

BCC APPROVED:_____

By:_____
Deputy Clerk

(SEAL)

This document approved as a form and legal sufficiency.

By: _____
Title: Asst. County Attorney
Date: Jan 8, 2015

MEMORANDUM OF UNDERSTANDING
BETWEEN THE ENGINEERING STAFFS OF
THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
AND
THE ESCAMBIA COUNTY UTILITIES AUTHORITY

FOR

COORDINATION OF PLANNING, DESIGN, AND CONSTRUCTION
OF
Engineering Projects and Programs

The Escambia County Board of County Commissioners (hereinafter referred to as the "County"), and the Escambia County Utilities Authority Board (hereinafter referred to as ("ECUA") each from time to time have the desire to undertake certain capital improvements for the benefit of the public (or community at large including present and future utility customers). It is axiomatic that the public may realize benefits, such as cost savings through the elimination of duplication of efforts, when capital improvements are properly coordinated. This document is intended to facilitate this desired coordination at the staff level. This memorandum is a living document, which provides a framework for a partnership whose "raison d'etre" is to improve the quality of life for the residents of Escambia County.

ARTICLE 1
PURPOSE

1.1 The purpose of this Staff Memorandum of Understanding (MOU) is to outline specific ways and means of achieving the objectives of coordinating the project management of both departments. Specifically this MOU is meant to address those capital improvement projects that may lend themselves to joint planning, design, or construction efforts, and to clarify various aspects of communication, joint contract administration, and other issues as necessary to ensure the successful implementation of those projects that can be combined into one set of contract documents for construction purposes.

1.2 It is understood that the planning, design, and construction of public works is a dynamic process. Each contemplated or implemented project will present unique circumstances that will require specific responses. Accordingly, this MOU is intended to be a continuing work-in-progress, which may be amended, modified, or set aside as necessary to meet the unique needs or real-world constraints of any particular project.

1.3 It is also understood that the County and ECUA staffs, which are party to this agreement, are first and foremost responsible to their respective Boards and the codes, ordinances, policies or other directives arising from those bodies. This Staff MOU may not replace or override specific Board directives and may be superseded by future actions of either Board.

1.4 Each contract will have a partnering agreement, which will address specific issues and a copy of this MOU attached to it. The intent is to open a dialogue with all the parties and to maintain this dialogue for the life of the contract. Early identification of issues and swift resolution are critical to successful project completion.

ARTICLE 2
RESPONSIBILITIES OF PARTIES

2.1 ECUA agrees to reimburse the County in accordance with the terms of this MOU ***and the agreement's specific*** to each project for the cost of the relocation/installation of the sanitary sewer (gravity or force main) or water line work described in the amount hereinafter set forth.

2.2 The County agrees to furnish and to pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment, and services of every kind and type necessary to fully perform and complete in a good workmanlike manner, the work described. ECUA would provide inspection and oversight for their portions of the project. ***Inspection reports should be available to the County at any time. All compaction tests will be copied to the County for inclusion in its files.***

2.3 The County agrees to construct such infrastructure to ECUA technical standards and thereafter to convey such improvement or work to ECUA ***as the contract is closed***. This work by the County shall be carried out in a prompt and diligent manner. ECUA would provide inspection and oversight for their portions of the project.

2.4 The County and ECUA will each assign a Project Manager ***in writing*** to act as the primary point of contact for all communications between the staffs. In most cases the County will serve as the primary "Owner" of the project, ultimately responsible for overseeing the preparation of the combined Contract Document package, advertising and bidding process, and Contract Management. ECUA will serve as a secondary owner but may assume the role of primary Owner when the foundation and initiative for the project clearly is ECUA's ***and the partnering agreement states it in writing.***

2.5 If the parties utilize different design engineering firms, then a partnering agreement ***between the County, ECUA, the A-Es, and the construction contractor*** will be executed which outlines contractual responsibilities, disputes resolution, and other pertinent issues which will promote an expeditious and complete design.

ARTICLE 3
PLANNING ISSUES

3.1 Capital Improvement Programs

In order to identify as early as possible any potential projects that may benefit from a coordinated design and/or construction effort, the respective County and ECUA staffs will meet periodically to review and compare lists of projects anticipated to be undertaken as part of a planned long-range Capital Improvement Program (CIP). Typically planning windows for long-range CIP projects are one to five years in the future. The most likely opportunities for coordinated effort will be related to:

(a) proposed County-planned paving and/or drainage projects, and ECUA-planned sewer system expansion projects.
(b) coordination of ECUA stand-alone projects to avoid or precede recent or planned resurfacing projects
(c) possible water line upgrades (above 6-inch Minimum) on County-funded projects requiring utility relocation

3.2 Other Projects As Needed

Occasionally CIP projects may develop and proceed to implementation without sufficient time to be reviewed and discussed within the framework of annual long-range CIP planning. It is in the mutual best interest of the County and ECUA that the staffs communicate with each other as these projects are identified.

ARTICLE 4
DESIGN ISSUES

4.1 Combining Projects

Whenever the County and ECUA staffs determine that both organizations have an interest in constructing public works improvements within a common geographic area and within a similar time period every effort will be made to combine the projects for purposes of design and construction. Projects will only be combined after approval of funding and authorization to proceed from the appropriate Board for the separate, respective aspects of the combined project.

4.2 Engineering Design Services

The County and ECUA will each be responsible for providing engineering design services for their respective parts of any combined project. Where practical the staffs will consider utilizing the same consultant. Any baseline data (such as surveying, geotechnical, etc.) collected in support of either part of the combined project will be made available to the other party. The primary "Owner" will typically be responsible for the initial data collection effort. Additional data collection outside the scope area of the primary "Owner" will be the responsibility of the other party.

4.3 Engineering Design Issues

In the course of designing each part of the combined project, the design engineer may encounter conflicts or issues, which may affect the overall scope and intent of one of the parties. One benefit of a common design consultant would be the ability to efficiently adjust one or both of the designs with the minimum amount of impact on either. If the parties utilize different design engineers these engineers should first attempt to resolve the conflict through a cooperative review of the issues. If the engineers reach an impasse then the issue may then be brought to the parties' respective Project Managers for resolution.

4.4 Contract Document Preparation

Project design services typically include the preparation of complete Contract Document packages. These Contract Document packages include but may not be limited to: Construction Plans, Technical Specifications, and Bid Documents (such as an Invitation to Bid, Bid Proposal, Insurance and Bonding Requirements, Contract Forms, General/Special Conditions, etc.) For combined projects, the primary Owner's engineer will be responsible for the preparation of all basic Contract Documents required for the combined project.

The secondary Owner's engineer will provide those elements of the Contract Document package that are not specific to the primary Owner's project. ***All construction plans will be developed and published as an integral part of the overall construction plan set.*** [These will typically include: additional sheets of Construction Plans as necessary to clearly define the scope of work for the secondary owner, supplemental Technical Specifications, and supplemental

Bid Documents (such as a Additive Alternate Bid Proposal sheet, special insurance and/or bond requirements, etc.]

It is critical for each project that the respective Project Managers clearly communicate to each other and to their respective design engineers exactly how and by whom these items will be developed.

ARTICLE 5
BIDDING AND CONTRACT *AWARD* ISSUES

5.1 Project Funding

An essential element of any capital improvement project is the availability of the funds necessary for its design and construction. Funding is typically established based on an estimate of costs derived from a general knowledge of the scope of the project and projected costs of construction materials and labor. The respective staffs will typically negotiate and enter into agreements separately for their respective portion of the combined project design. However the intent of a combined project is to achieve savings to the public by lumping the planned work into one Contract. Therefore as combined projects reach the Bidding and Contract Award phase it is essential to the primary Owner that there be a clear understanding of the amount and availability of funds.

The County and ECUA staffs acknowledge that the identification and appropriation of funds by the appropriate Board is a prerequisite for the bidding and award of a contract for a combined project.

5.2 Contract Time

It is recognized that the cost of construction may be affected by the desired length of the Contract, (or Contract Time), in which the selected Bidder is expected to complete the combined Project. In determining the Contract Time, the County and ECUA staffs will consider all those factors that may affect the either part of the Project. These may include but are not limited to: availability of labor and materials; impacts on traffic, access, provision of services, etc.; avoidance of future costs; etc.

Contract Time must be considered in conjunction with proposed Liquidated Damages as discussed below. Selection of the Contract Time and Liquidated Damages for use in the solicitation of Bids will reflect the staffs' agreed judgment of the best balance required to complete the Project in a reasonable time frame and also encourage competitive Bids.

5.3 Liquidated Damages

Liquidated damages are meant to reflect the potential financial impact to the Owner(s) caused by delays in the completion of the Contract

5.4 Risk Management/Insurance Issues

Construction phase risk management and/or insurance issues may range from incidental property damage caused by construction activity to environmental permitting violations to major personal injury or property damage claims. The County and ECUA seek to limit exposure for these types of claims by requiring the Contractor to carry various types of project-specific insurance and agreeing

as a condition of the Contract to hold the Owner(s) harmless from potential liability arising from the work.

5.5 Bid Proposals

In combined projects it is essential that the Bid Proposal, included in the Bid Package, clearly separate and assign to the appropriate party those contract items for which they will be responsible. Typically this will be accomplished by the use of a Base Bid for the primary Owner and an Additive Alternate Bid for the secondary Owner. The Base Bid or the Additive Alternate Bid could each also contain various sub-additive or deductive alternates. The essential issue is that the Project Managers must mutually agree as to the Bid Proposal format and the assignment of responsibility for funding for each part.

5.6 Bid Review

Each party to this memorandum will be responsible for reviewing the relevant portion(s) of the bids received from contractors to determine whether the bids meet the minimum requirements of the Bid Documents. In most circumstances both parties should agree that the lowest total bid price submitted by a qualified bidder will determine the recommendation for the award of the contract.

There may be instances, however, when either the low Base Bid or the secondary Owner's Additive Alternate Bid are not responsive to the Bid Documents, or are in an amount significantly greater than funds budgeted. In the first case both parties should acknowledge the unresponsive nature of the apparent low Bid and agree on a recommendation for award to next lowest responsive Bidder. In the second case one or both of the parties to this memorandum may recommend against proceeding with their portion of the project.

5.7 Recommendation of Award of Contract

Once the two parties have agreed on a recommendation for the selection of the lowest responsive Bidder for the Base Bid and the Additive Alternate Bid, the staff of the secondary Owner should obtain approval from its Board to reimburse the primary Owner for the cost of the Additive Alternate Bid. This approval can then be used by the staff of the primary Owner as supporting information for its Board in awarding the Contract.

5.8 Contract Review

Prior to contract execution both parties should work cooperatively to review the evidence of insurance and bonding provided by the Contractor.

5.9 Contract Execution

After the Contractor has provided the necessary Contract paperwork, the Chief Executive Officer of the primary Owner (i.e., the County Administrator or the ECUA Executive Director) will typically sign the Contract.

ARTICLE 6
CONTRACT ADMINISTRATION ISSUES

6.1 Contract Management

The primary Owner is the contractual "Owner of Record" who is ultimately responsible for the administration of the Contract. The primary Owner's assigned Project Manager should act as the primary point of contact for all contractual issues involving the Contractor, his subcontractor(s), the secondary Owner, and any and all Pay Requests, Change Order Proposals, etc.

6.2 Construction Inspection

Each party is responsible for the inspection of that portion of the project related to their portion of the Contract. ***This will be detailed within the project/partnering agreement.***

6.3 Lines of Communication

The primary Owner's Project Manager is the central contact for all communications relating to the Contract. Communications with the Contractor should be made through or with the knowledge of the Project Manager. Communications with sub contractors should be through the primary Owner's Project Manager and the prime contractor.

6.4 Pay Requests

Pay Requests should be routed through the Engineering Consultant to the primary Project Manager. The Engineering Consultant ***shall*** review the Pay Request and make a recommendation regarding its payment to the ***primary*** Project Manager. If the Pay Request contains work items relating to the secondary Owner's portion of the Project, then the Engineer ***shall*** forward the appropriate information to the secondary Owner's Project Manager and/or Inspector for verification and/or recommendation.

6.4.1 ECUA agrees to reimburse the County for the work described herein in the amount set forth, exclusive for any cost overruns which shall be approved by amendment.

6.4.2 The County shall provide to ECUA copies of all invoices for payment of the work cost. Upon receipt of a copy of all such invoice, ECUA shall promptly reimburse the County in the amount invoiced to the County.

6.5 Change Order Proposals

To expedite the Change Order process, the ECUA and Escambia County Engineering Department's have developed a modified form to assist both agencies to determine the costs that affect both agencies and allow for them to process the Change Order Requests through both approval systems concurrently. Once the primary PM has initiated the request, copies of the form with supporting documentation will be processed through both Engineering Departments. Once the ECUA Engineering Project Manager has approved the change order and forwards it to their Executive Director, the County Engineering Project Manager will complete the process through its approval system. Once the County Engineer has signed the request then the contractor can initiate work. (Attachment A)

Change Order Requests are to be processed for all changes that affect the original purchase order amounts by an increase or decrease and shall be submitted in writing to the Primary Project Manager and the secondary Owner's Project Manager or Inspector for approval. Change Order requests should be processed on the Construction Change Order Request Form (Attachment A) showing the adjustment to be made to the contract amount.

6.5.1 ECUA Change Orders require approval as follows:

a. Executive Director can approve Change Orders up to $15,000.00.

b. ECUA Board must approve any Change Order over $15,000.00. In emergency situations, the Executive Director can approve changes in excess of $15,000.00.

6.5.2 Escambia County Change Orders require approval as follows:

a. County Administrator can approve change orders up to $49,999.99.

b. Change Orders for $50,000.00 or above must be approved by the Board of County Commissioners. The Board of County Commissioners meets twice a month.

In addition on a County contract, for any Change Orders over $25,000.00, the contractor shall provide a letter to Escambia County Engineering from their bonding company that increases the bond to 100% of the new contract value.

6.5.3 Once a Change Order is approved by the Primary Project Manager and the secondary Owner's Project Manager or Inspector and, all approval processes have been met as indicated in Section 6.5.1 and 6.5.2 above, the Construction Change Order Request Form with all appropriate back up information will be forwarded to the Engineering Department, Accounting Division.

6.5.4 The Engineering Department, Accounting Division, will prepare the Purchase Order Change Order form and submit this form along with the Construction Change Order Request Form to the Primary Project Manager, Chief of Construction Management and County Engineer for signature.

6.5.5 Once signatures are obtained, the Purchase Order Change Order Form, the Construction Change Order Request Form, and all backup will be sent to the Escambia County Purchasing Department. The Escambia County Purchasing Department will review for accuracy and completeness, sign on the Purchasing approval line and generate a change order.

6.5.6 Once this change order has the official approval of both agencies and County Engineering has received it, the contractor can invoice the County for this work.

6.6 Risk Management/Insurance Issues
Both County and ECUA Project Manager's and Inspector's will work with the Contractor to ensure the project site is maintained in a safe condition in accordance with the requirements of the contract. Accidents and claims of damage will be documented and reported to the appropriate insurance carrier.

6.7 Unforeseen Conditions

6.8 Substantial Completion

6.9 Warranties

6.9.1 The County shall obtain and shall assign to ECUA all express warranties given to the County, to any subcontractor, or to any material supplier, for any equipment or fixtures to be incorporated into the work. The County warrants to ECUA that any materials and equipment furnished under this Agreement will 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 between the County and its contractor. The County further warrants to ECUA that all materials and equipment furnished between the County and its contractor shall be 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 their contract documents.

6.9.2 Equipment warranties for all equipment installed shall be accompanied by written acknowledgment by the manufacturers that the County has full entitlement to all warranties, specifying the expiration date of each warranty (which shall not be less than one (1) year after the date of the Certificate of Acceptance).

6.9.3 If within one (1) year, any work found to be defective or not in conformance with its contract documents, the County shall correct it promptly upon receipt of written notice from ECUA. The County shall also be responsible for any cost 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 ECUA may be entitled to as a matter of law.

6.10 As-Built Information

An essential element in completing a construction project is the development of accurate location information for the completed construction, especially for buried improvements. The County and ECUA Project Manager's and Inspector's will endeavor to make sure that this information is collected during the course of construction and accurately depicted in the final close-out documents in accordance with the contract documents.

Drawings, specifications, design, models, photographs, reports, surveys, and other data produced by the County in connection with this Agreement are and shall remain the property of the County whether the work for which they were made is completed or not.

ARTICLE 7
GENERAL PROVISIONS

7.1 PARTNERING:

After award of the contract, the design engineer(s), ***secondary*** PM, construction contractor and ***primary*** Engineering PM will meet to develop a partnering agreement which will formalize the relationship for the awarded project. The key issues are developing a rapport through dialogue and timely issues resolution. This partnership will produce a document signed by the principals and will form a living agreement. This MOU will be attached to the partnering agreement.

7.2 TERMINATION:

This Agreement may be terminated by either party for cause, or for convenience, upon thirty (30) days written notice by the terminating party to the other party of such termination, in which event each party may submit claim(s) for any expenses incurred by one party on behalf of the other.

7.3 DISPUTES

Any disputes will be adjudicated at the lowest possible level of management, i.e., Project Manager. Appeals will be elevated to the County Engineer and her ECUA counterpart. The final arbiter will be the Deputy County Administrator.

William E. Johnson, Jr., P.E./L.S.
Director of Engineering
Escambia County Utilities Authority

Signature

4/24/01
Date

Cindy W. Anderson, P.E.
County Engineer
Escambia County Engineering

Signature

4/24/01
Date

H:\WPDOCS\WB\ECUAMOUrev2.doc

EMERALD COAST
UTILITIES AUTHORITY

P.O. Box 15311 • 9255 Sturdevant Street
Pensacola, Florida 32514-0311
ph: 850 476-5110 • fax: 850 494-7346

September 26, 2013

Mr. Chris Curb
Escambia County Engineering
3363 West Park Place
Pensacola, FL 32505

Re: Olive Road East Three-Laning – ECUA Water Main Relocation;
ECUA/Escambia County Cost Sharing Agreement

Dear Mr. Curb:

ECUA has an existing 8" cement asbestos water main which will require relocation due to conflicts caused by the referenced project. ECUA is choosing to upgrade to a 12" PVC water main during the relocation.

In past projects and agreements, the ECUA and County agreed to split the costs of cement asbestos water main relocation/replacement based on a 50/50 split. The estimated cost estimate for the water main relocation on this project is approximately $840,000.

Due to the dollar amount, ECUA is having our attorney draft a cost sharing agreement, which will require approval by the ECUA and County Boards. Once agreement is drafted, we will forward to you for the County's review.

Sincerely,

Brandon Knight, P.E.
Project Engineer

cc: William E. Johnson, Jr., PE/LS, ECUA's Director of Engineering
Joe Creary, ECUA's East Region Superintendent
Jim Hagon, P.E., DRMP, Inc.
File

Elizabeth S. Campbell
District One

Lois Benson
District Two

Elvin McCorvey
District Three

Dale Perkins
District Four

Larry Walker
District Five

CH215

Memorandum

Date: December 2, 2005

To: Escambia County Engineering Staff
Emerald Coast Utilities Authority (ECUA) Engineering Staff
Escambia County Engineering Consultants

From: Richard Duane, PE, Escambia County Engineer
Bill Johnson, PE/PLS, ECUA Director of Engineering

Re: Water Main Relocation Policy

On June 4, 1996, the Escambia County Board of County Commissioners authorized County Staff to include the relocation of water mains owned by ECUA and other public utilities in County road and drainage projects (Board minutes attached). This policy has generally worked well. Nonetheless, many recent projects, due to space constraints, ever limited budgets, and concerns for the integrities of both the road and drainage and water infrastuctures, have highlighted the need for clarifications on when and how to provide water main relocations. The following items listed below are intended to clarify when relocations should be performed and to what extent the County will pay for water line relocations as well as ECUA's cost responsibilities. This will greatly assist both County and ECUA staffs and local engineering consultants so that we all may be more consistent with future utility coordination and relocation issues:

1. **Sewer infrastructure:**
   ECUA will pay for and relocate sewer infrastructure (i.e. gravity sewers, force mains, manholes, laterals, lift stations, etc.) located in the public road right-of-way.

2. **Adjusting sewer manholes and water valve boxes on resurfacing projects:**
   The County will pay for and have its contractor perform the adjustments of sewer manholes and water valve boxes on resurfacing and other type projects requiring adjustments per the attached ECUA details.

3. **Water infrastructure:**
   a.) Water mains of PVC, Ductile Iron, Cast Iron, HDPE, or similar material:
   The County will pay for and relocate all water main infrastructure (i.e. mains, valves, fire hydrants, services, meters, addition of valve insertions, line stops, etc.) when the proposed road and drainage design conflicts with the existing water main and/or appurtenances. Examples of conflicts include, but are not limited to: water mains lying within 2 feet horizontally of and parallel to proposed stormwater pipe installations (as measured from outside of pipe to outside of pipe), mains located 12 inches or less under the bottom of subgrade stabilization or bottom of base where there is no subgrade stabilization (as measured from top of water main to bottom of stabilization/base, etc.). From time to time, miscellaneous relocations (i.e. services, meters, fire hydrants) will require relocation even though the main does not.
   b.) Water mains of Cement Asbestos (CA, aka Transite) or similar material:
   The County and the ECUA will equally share (50/50) all costs associated with CA water main replacement (i.e. mains, valves, fire hydrants, services, meters, addition of valve insertions, line stops, etc.). CA mains will be considered a conflict and will be replaced whenever CA pipe is under proposed roadway/turn lane construction, or within 2 feet horizontally of the proposed edge of pavement of said construction, or within 2 feet horizontally of and parallel to proposed stormwater

pipe installations (as measured from outside of pipe to outside of pipe). Resurfacing projects will not require CA relocation.

c.) Upsizing for fire protection:

Regardless if conflicts exist or not, the County and ECUA will equally share (50/50) all costs (i.e. mains, valves, fire hydrants, services, meters, addition of valve insertions, line stops, etc.) to install 6" mains and fire hydrants when it is deemed by both the County, the ECUA, and the local Fire Department representatives that the replacement of a small diameter main (less than 6" diameter) with a 6" main and fire hydrants will improve fire protection for local residents. Candidate areas will typically include areas that do not have the standard 500' radius protection as measured from existing fire hydrants to local buildings.

d.) Upsizing for ECUA benefits:

In cases where water main relocation is necessary and upsizing of mains is requested by ECUA, the County will pay for the replacement main size (and appurtenances), and ECUA will pay for the cost differential for the upsizing of mains from the replacement costs of the replacement main size (and appurtenances) to the replacement costs of the requested main size (and appurtenances) as supplied by prices from the Contractor.

In cases where water main relocation is NOT necessary and upsizing of mains is requested by ECUA, the ECUA will enter into a reimbursement agreement with the County and pay for the installation of the new main per the existing MOU on joint projects (attached).

4. Coordination between ECUA and County:

a.) Due diligence in avoiding utility conflicts:

The County will give ECUA staff and the County design consultant (or County design staff) the opportunity to review cost-effective designs that can eliminate or substantially reduce conflicts between the proposed road and drainage design and existing ECUA infrastructure as long as a revised design does not compromise the integrity of the ECUA infrastructure or road and drainage design and the added cost (if any) to the County is reasonable and the final product is in the best interest of the public. Examples of conflict avoidance include using elliptical stormwater pipe, shifting stormwater trunk lines from one side of the road to the other, conflict structures, etc. Also, to help minimize potential conflicts, the County is encouraged to call for design locate markings for every project that requires new roadway work or stormwater pipe, and that these field markings be surveyed and included in 30% plans. Subsurface Utility Excavation (SUE) is also recommended when more detailed information on ECUA and other utilities will help in identifying exact utility locations, thus aiding in design as well as conflict avoidance, not to mention change order reductions.

b.) Joint projects:

As a point of reference, the County and the ECUA are still compelled to perform joint projects for the installation of new or replacement water or sewer infrastructure (infrastructure not in conflict with County design) during County road and drainage projects at ECUA's expense per the intent of the attached MOU. The preferred method of compensation will be ECUA reimbursement to the County for the County contractor's installation of ECUA infrastructure.

End of memo.

MH/BJ

B. APPROVED CHANGE ORDER NUMBER 1, IN THE AMOUNT OF $60,500, FOR CONSTRUCTION OF THE WILSHIRE ROAD STORMWATER RETENTION POND, AS PER (CONTRACTOR'S) PROPOSAL DATED MAY 17, 1996;
C. APPROVED THE ALTERNATE ITEM FOR SHEET PILE, IF REQUIRED, IN THE AMOUNT OF $100/L.F. (LINEAR FOOT), AS PER (CONTRACTOR'S) PROPOSAL DATED MAY 17, 1996, WITH THE (ALTERNATE ITEM) TOTAL COST NOT TO EXCEED $35,000; AND
D. APPROVED A 10% CONTINGENCY, IN THE AMOUNT OF $6,050, FOR CHANGE ORDER NUMBER 1 (FUNDING SOURCE: FUND 350, ONE CENT LOCAL OPTION SALES TAX, ACCOUNT NUMBER 21010356314). (APPROVED 5-0) P. 18

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[Document #: 1996001518 Book/Page: 0187/0153]

THE BOARD TOOK THE FOLLOWING ACTION RELATIVE TO CRYSTAL LAKE SUBDIVISION, (A 26-LOT DEVELOPMENT LOCATED NORTH OFF JOHNSON AVENUE, WEST OF WHITMIRE ROAD), AS REQUESTED BY MITCHELL HOMES CORPORATION, DEVELOPER (THE MITCHELL COMPANY, INC.):
A. ACCEPTED THE ROAD PAVING AND DRAINAGE IMPROVEMENTS, INCLUDING THE RETENTION POND, FOR PERMANENT COUNTY OWNERSHIP AND MAINTENANCE; AND
B. ACCEPTED THE FOLLOWING TWO (2) QUIT CLAIM DEEDS TO THE RETENTION POND, TWO OWNERS, FROM THE MITCHELL COMPANY, INC.:
(1) PARCEL A, CRYSTAL LAKE SUBDIVISION; AND
(2) PARCEL B, LAKE CHATEAU ESTATES.
(APPROVED 5-0) P. 18

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[Document #: 1996001519 Book/Page: 0187/0154]

THE BOARD APPROVED AMENDMENT NUMBER 3 (IN AN AMOUNT OF $268,416.43) TO THE AGREEMENT BETWEEN ESCAMBIA COUNTY AND BASKERVILLE-DONOVAN, INC., FOR PROFESSIONAL CONSULTING SERVICES FOR THE UNIVERSITY PARKWAY WIDENING AND REALIGNMENT PROJECT, RFP (REQUEST FOR PROPOSALS) SPECIFICATION NUMBER PD 93-94.63, WITH REVISED TOTAL COMPENSATION TO COMPLETE THE PROJECT, AS FOLLOWS (FUNDING SOURCE: FUND 350, ONE CENT LOCAL OPTION SALES TAX, ACCOUNT NUMBER 21010353115):

TRANSPORTATION ENGINEERING	$ 381,125.00
SURVEYING	97,046.95
TRAFFIC ENGINEERING (JHK & ASSOCIATES)	67,245.48
GEOTECHNICAL ALLOWANCE	12,000.00
BIOLOGIST ALLOWANCE	5,000.00
DIRECT EXPENSES ALLOWANCES	1,250.00

(APPROVED 5-0) P. 19

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[Document #: 1996001520 Book/Page: 0187/0155]

THE BOARD APPROVED THE REVISED RECOMMENDATION, AND AUTHORIZED STAFF TO INCLUDE THE RELOCATION OF WATERLINES OWNED BY THE ESCAMBIA COUNTY UTILITIES AUTHORITY (ECUA) AND ALL NON-PROFIT UTILITIES IN THE SCOPE OF WORK FOR ENGINEERING SERVICES AND CONSTRUCTION CONTRACTS ASSOCIATED WITH COUNTY ROADWAY AND DRAINAGE IMPROVEMENT PROJECTS. (APPROVED 5-0; ADDITIONAL DISCUSSION HELD LATER IN THE MEETING; SEE PAGE 21 OF THE RESUME.)

FOR INFORMATION: THE BOARD WAS ADVISED BY COUNTY ADMINISTRATOR EVANS THAT THE BOARD SHOULD APPROVE THE RECOMMENDATION TO INCLUDE ALL NON-PROFIT UTILITIES.

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA

1-18. Approval of Various Consent Agenda Items

Motion made by Commissioner Robertson, seconded by Commissioner Robinson, and carried 4-0, with Commissioner Valentino absent, approving Consent Agenda Items 1 through 18, as follows, with the exception of Items 8B and 17, which were held for separate votes:

1. Taking the following action concerning the Contract between the Escambia County Board of County Commissioners and the State of Florida, Department of Health, for the Operation of the Escambia County Health Department:

   A. Adopting, as allowed by Florida Statutes, Chapter 154, the Resolution *(R2011-159)* entitled, "A Resolution Authorizing a Contract Between the Escambia County Board of County Commissioners and the State of Florida, Department of Health for the Operation of the Escambia County Health Department for FY 2011-2012; Providing for an Effective Date," for the Contract year October 1, 2011, through September 30, 2012; and

   B. Authorizing the Chairman to sign the Resolution and the Contract.

2. Adopting the Resolution *(R2011-160)* authorizing a revised Fee Schedule for the services provided by the State of Florida, Department of Health, Escambia County Health Department; periodically the Escambia County Health Department revises its schedule of fees for services, and the new fees will go into effect upon the Board's adoption of this Resolution.

3. Approving Budget Amendment Request #005, General Fund (001) in the amount of $106,245, to recognize an increase in the Property Appraiser's Fiscal Year 2011-2012 Budget approved by the Florida Department of Revenue and to appropriate the increased allocation for the Property Appraiser's operational activities.

4. Awarding a Lump Sum Contract to DRMP, Inc., for multi-lane reconstruction, per PD 10-11.071, Olive Road East Corridor (Davis to Scenic) Project Engineering-Design with Limited CEI (Construction, Engineering, and Inspection), in the amount of $1,482,372.47 (Funding: Fund 352, Local Option Sales Tax III, Cost Center 210109, Object Code 56301, Project #10EN0363 Olive Road).

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION	DESCRIPTION: Olive Road East Multi-Lane Reconstruction and Drainage Project – Phase 1 BID # PD 14-15.017								
Bid Opening Time: 3:30 pm CST Bid Opening Date: 01/08/2015 Bid Opening Location: Rm 11.407 **NAME OF BIDDER**	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 Addenda	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutues on Entity Crimes	Grand Total
Roads, Inc. of NWF	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	$4,531,541.13
BIDS OPENED BY:	Joe F. Pillitary, Jr., Purchasing Coordinator DATE: 01/08/2015								
BIDS TABULATED BY:	Angie Holbrook, Purchasing Associate DATE: 01/08/2015								
BIDS WITNESSED BY:	Angie Holbrook, Purchasing Associate DATE: 01/08/2015								

CAR
DATE 01/22/2015

BOCC
DATE 01/22/2015

The Purchasing Manager/Designee recommends to the BCC: (A) Award a contract to Roads, Inc. in the amount of $4,531,541.13, and (B) That the Board approve and authorize the Chairman to sign the Interlocal Cost Sharing Agreement for Olive Road Multi-Lane Reconstruction and Drainage Project (CR 290) and execute the Interlocal Cost Sharing Agreement between Escambia County and Emerald Coast Utility Authority (ECUA) for the Water Main Replacement and Upgrade.

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 @ 2:45 p.m. CST on 01/09/2015

JEP/abh

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-7623 **County Administrator's Report 12. 14.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 02/05/2015
Issue: Internal Revenue Service Audit-Fire Services
From: Mike Weaver, Department Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation to Clarify the Internal Revenue Service Employment Tax Audit Motion, Approved by the Board at the January 22, 2015, Meeting - Michael D. Weaver, Public Safety Department

That the Board take the following action concerning the Internal Revenue Service (IRS) employment tax examination:

A. Clarify its intent to approve items "A" through "E" on the Recommendation submitted for the January 22, 2015, Board of County Commissioners' (BCC) Agenda (CAR III-2), per the following:

1. Approve and authorize the Chairman to sign the Closing Agreement on Final Determination Covering Specific Matters;

2. Authorize the Chairman to sign IRS Form 2504-WC, Agreement to Assessment and Collection of Additional Employment Tax and Acceptance of Overassessment in Worker Classification Cases;

3. Authorize the Chairman to sign IRS Form 2504, Agreement to Assessment and Collection of Additional Tax and Acceptance of Overassessment;

4. Approve the Policy Change that allows credit for calls based on the number of hours at the Fire Station and to abolish the procedure for hourly pay for volunteer instructors; and

5. Authorize the Office of Management and Budget to process the transfer of funds on Budget Amendment #056, in the amount of $545,000, ($100,000 from Fire Fighter Stipends and $445,000 from Reserves) to Other Salaries and Wages and FICA to cover the IRS Tax Assessment, Fire Protection Fund (143), Cost Center 330206. This Amendment increases Personal Services in the amount of $545,000, for Fire Rescue;

and

B. Ratify the Chairman's signature on the following documents: the Closing Agreement on Final Determination Covering Specific Matters, IRS Form 2504-WC, and IRS Form 2504.

[Funding Source: Fund 143, Fire Protection Fund, Cost Center 330206, Fire Rescue Operations]

BACKGROUND:

Clarification of the motion approved at the January 22, 2015, BCC Meeting to "sign the agreement and satisfy the IRS" is needed to specify approval of items "A" through "E" of the Recommendation.

BUDGETARY IMPACT:

Funds are available in Fund 143 Reserves, Fire Protection Fund, Cost Center 330206, Fire Rescue Operations.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/a

Attachments

01-22-2015 Resume Page
01-22-2015 Recommendation
Closing Agreement on Final Determination
Form 2504-WC
Form 2504

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

2. Recommendation: That the Board take the following action concerning the Internal Revenue Service (IRS) employment tax examination (Funding Source: Fund 143, Fire Protection Fund, Cost Center 330206, Fire Rescue Operations):

   A. Approve, and authorize the Chairman to sign, the *Closing Agreement on Final Determination Covering Specific Matters*;

   B. Authorize the Chairman to sign *IRS Form 2504-WC, Agreement to Assessment and Collection of Additional Tax and Acceptance of Overassessment in Worker Classification Cases (Employment Tax)*;

   C. Authorize the Chairman to sign *IRS Form 2504, Agreement to Assessment and Collection of Additional Tax and Acceptance of Overassessment (Excise or Employment Tax)*;

   D. Approve the Policy Change that allows credit for calls based on the number of hours at the Fire Station and to abolish the procedure for hourly pay for volunteer instructors; and

   E. Authorize the Office of Management and Budget to process the transfer of funds on Budget Amendment #056, in the amount of $545,000 ($100,000 from Fire Fighter Stipends and $445,000 from Reserves), to Other Salaries and Wages and FICA to cover the IRS Tax Assessment, Fire Protection Fund (143), Cost Center 330206; this Amendment increases Personal Services, in the amount of $545,000, for Fire Rescue.

   Approved 4-0, with Commissioner Robinson absent, to "sign the agreement and satisfy the IRS"

3. Discussion to Address the County's Policies and Procedures Relating to the Firefighters – Jack R. Brown, County Administrator

   Approved 4-0, with Commissioner Robinson absent, to, within the Law of the IRS, meet as many of the needs that will satisfy the volunteer fire department, "so we don't lose any more than we have to, and continue to pay them the stipends, as we have, and try to operate with the training that has been required and not demand the additional training, and do the best we can to retain as many as we can"

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-7550 **County Administrator's Report 11. 2.**
BCC Regular Meeting **Discussion**
Meeting Date: 01/22/2015
Issue: Internal Revenue Service Audit- Fire Services
From: Mike Weaver, Department Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Internal Revenue Service Employment Tax Audit - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the Internal Revenue Service (IRS) employment tax examination:

A. Approve and authorize the Chairman to sign the Closing Agreement on Final Determination Covering Specific Matters;

B. Authorize the Chairman to sign IRS Form 2504-WC, Agreement to Assessment and Collection of Additional Employment Tax and Acceptance of Overassessment in Worker Classification Cases;

C. Authorize the Chairman to sign IRS Form 2504, Agreement to Assessment and Collection of Additional Tax and Acceptance of Overassessment;

D. Approve the Policy Change that allows credit for calls based on the number of hours at the Fire Station and to abolish the procedure for hourly pay for volunteer instructors; and

E. Authorize the Office of Management and Budget to process the transfer of funds on Budget Amendment #056, in the amount of $545,000, ($100,000 from Fire Fighter Stipends and $445,000 from Reserves) to Other Salaries and Wages and FICA to cover the IRS Tax Assessment, Fire Protection Fund (143), Cost Center 330206. This Amendment increases Personal Services in the amount of $545,000, for Fire Rescue.

[Funding Source: Fund 143, Fire Protection Fund, Cost Center 330206, Fire Rescue Operations]

BACKGROUND:

On June 16, 2014, the IRS notified the County of pending audit concerning the taxation status of the stipend monies paid to the volunteer firefighters for calendar year 2012. On December 17, 2014, the IRS delivered the County a settlement Agreement for their findings. For taxes and withholdings that should have been made in calendar year 2012, the County has been assessed a total of $78,793.40. Of this amount $47,096.32 should have been paid for volunteer stipends and $31,697.08 should have been paid for employees who received both a 1099 and a W-2 from the County.

The findings stated:

A. Stipend payments made to volunteers should have been treated as wages and relevant employment taxes should have been withheld and paid.

B. Volunteers are employees with the meaning of section 3121 (d)(4) and 3401 (c) of the IRS code.

The IRS has agreed not to pursue any action on this matter for the periods January 1, 2011, through December 31, 2014.

BUDGETARY IMPACT:
Funds are available in Fund 143 Reserves, Fire Protection Fund, Cost Center 330206, Fire Rescue Operations.

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
The Board approve the policy change and the authorize the Chairmain to sign the IRS Closing Agreement, Form 2504-WC, and Form 2504.

IMPLEMENTATION/COORDINATION:
Upon BCC approval and proper execution, Tamika L. Williams, Public Safety Business Operations Division Manager, will ensure the IRS forms and payment are remitted to the Internal Revenue Services.

Attachments

Closing Agreement on Final Determination
Form 2504-WC
Form 2504

CLOSING AGREEMENT ON FINAL DETERMINATION COVERING SPECIFIC MATTERS

Under section 7121 of the Internal Revenue Code of 1986, as amended (the "Code"), Taxpayer, EIN 59-6000598 (the "Taxpayer") and the Commissioner of Internal Revenue Service (the "Commissioner" or the "IRS") make this closing agreement (the "Agreement").

WHEREAS, this Agreement is in settlement of issues raised in an examination of the Taxpayer.

WHEREAS, the IRS has determined the following facts and made the following legal conclusions as the result of conducting an employment tax ("Employment Tax") examination of the Taxpayer with regard to the Taxpayer's obligations under sections 3101, 3111, 3402 and 3509 for calendar year/years 2012:

A. The Taxpayer has entered into an agreement with the Social Security Administration pursuant to section 218 of the Social Security Act ("218 Agreement").

B. The Taxpayer paid compensation to certain workers (the "Workers") in the following position descriptions: Part-time Volunteer Firefighter

C. The Workers' positions are covered positions under the Taxpayer's 218 Agreement. The Social Security Administration concurs with this determination. Thus, the Workers are employees within the meaning of section 3121(d)(4) of the Code

D. The Taxpayer did not treat the Workers' positions as covered positions under the 218 Agreement, did not treat the Workers as employees under sections 3121(d)(4) and 3401(c) of the Code, and did not treat the payments made to the Workers as wages within the meaning of sections 3121(a) and 3401(a) of the Code.

E. The Taxpayer timely filed Forms 1099 with the IRS with respect to payments made to the Workers for services performed in the calendar year 2012.

F. The total compensation paid to the Workers for services provided in calendar year 2012 was $458,134.95.

G. The Taxpayer agrees that the Workers' positions are covered positions under the 218 Agreement, that the Workers were employees within the meaning of

sections 3121(d)(4) and 3401(c), and that payments to the Workers constituted wages subject to FICA tax under the provisions of 3121, 3101 and 3111 of the Code and income tax withholding under the provisions of Section 3402 of the Code.

WHEREAS, the Taxpayer and the IRS have determined that resolution of the matters discussed in paragraphs A through G above is in their respective best interests.

WHEREAS, the terms of this Agreement were arrived at pursuant to negotiations between the Taxpayer and the IRS and may differ from the terms of settlement of similar issues examined or to be examined by the IRS.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND AGREED PURSUANT TO THIS AGREEMENT EXECUTED BY THE PARTIES HERETO UNDER SECTION 7121 OF THE CODE FOR FEDERAL TAX PURPOSES THAT:

1. Simultaneously with the execution and delivery of this Agreement, the Taxpayer will pay $47,096.32 (the "Closing Amount) to resolve this issue. The Closing Amount shall be made by certified check payable to the U.S. Treasury and delivered to a duly authorized representative of the IRS.

2. This Agreement is executed solely with regard to the resolution of matters discussed in paragraphs A through G above and not of any other issues raised, or to be raised, during the examination of the Taxpayer for calendar year 2012.

3. Effective January 01, 2015, and for all periods thereafter, the Taxpayer will treat the Workers' positions (and positions similar to those of the Workers) as covered positions under the 218 Agreement. In addition, the Taxpayer will treat all payments made to the Workers (and individuals in positions similar to those of the Workers), as wages subject to all Employment Taxes. For calendar year 2015, and all subsequent years, the Taxpayer will report compensation paid to the Workers on Forms W-2.

4. The IRS will not disturb the Taxpayer's classification of the Workers for federal employment tax purposes for any period from January 1, 2011 through December 31, 2014.

5. Notwithstanding anything to the contrary contained herein, the IRS may take any appropriate action against the Taxpayer with respect to matters other than those set forth herein.

6. The IRS will not assess penalties or interest under Section 6721 of the Code or any other penalty or interest provisions with respect to any tax liability covered under this Agreement.

7. This Agreement constitutes a full and complete resolution under the Code of the specific matters discussed herein. No inference shall be made with respect to whether this resolution satisfies other Federal or State law.

8. This Agreement may not be cited or relied upon by any person or entity whatsoever as precedent in the disposition of any other case.

9. No party hereto shall endeavor by litigation or other means to attack the validity of this Agreement.

10. The Closing Amount is not refundable, or subject to credit or offset under any circumstance.

11. This Agreement is final and conclusive except that -

(a). The matter it relates to may be reopened in the event of fraud, malfeasance, or misrepresentation of a material fact.
(b). It is subject to the sections of the Code that expressly provide that effect be given to their provisions (including any stated exceptions for section 7122 of the Code), notwithstanding any other law or rule of law; and
(c). If it relates to a tax period ending after the date of this Agreement, it is subject to any law, enacted after such date that applies to that tax period.

IN WITNESS WHEREOF, the parties to this Agreement have executed this Agreement on the dates indicated below. By signing this Agreement, the parties certify that they have read and agree to the terms set forth herein.

TAXPAYER Name_County of Escambia Board of County Commissioners

EIN: 59-6000598

By:_____

Title: Steven Barry, Chairman

Date: 1/22/2015

COMMISSIONER OF INTERNAL REVENUE

By:_____
Paul A. Marmolejo

Title: Director, Federal, State and Local Governments

Date:_____

BCC Approved 01-22-2015

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT
DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO. FL

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Form **2504-WC** (March 2011)	Department of the Treasury-Internal Revenue Service **Agreement to Assessment and Collection of Additional Tax and Acceptance of Overassessment in Worker Classification Cases** **(Employment Tax)**	Date received by Internal Revenue Service

Name, SSN or EIN, and address of taxpayer(s) (Number, street, city or town, State, ZIP Code)

COUNTY OF ESCAMBIA BOARD OF COUNTY
COMMISSIONERS
221 Palafox Place
Pensacola, FL 32502

59-6000598

Adjustment to Tax, Credits and Penalties

Tax Period Ended	Return Form Number	Kind of Tax and Internal Revenue Code Section	Amount of Tax	Credit Increase (Decrease)	Penalty
3/31/12-12/31/12	941	FICA & IT W/H IRC 3101, IRC 3111 & IRC 3402, IRC 3509(a)	47,096.32		
		Total	47,096.32		

I consent to the immediate assessment *(increase in tax and penalties and /or decrease in credits)* and collection of any such amounts. In addition, I accept any overassessment (decrease in tax and penalties and/or increase in credits) shown above, plus any by law. I understand that by signing this agreement, I am waiving the restrictions on assessment provided in section 7436(d) and 6213(a) of the Internal Revenue Code of 1986.

Sign Here			Date
Sign Here			Date
Sign Here	By	Title Steven Barry, Chairman	Date 1/22/2015

Note:

If you consent to the assessment of the amounts shown in this agreement, your signature will expedite our adjustment to your account. Your consent will not prevent you from filing a claim for refund (after you have paid the tax) if you later believe you are entitled to a refund. It will not prevent us from later determining, if necessary, that you owe additional tax; nor extend the time provided by law for either action.

Who Must Sign

If you are making this agreement for a partnership, all partners must sign. However, one partner may sign with appropriate evidence of authorization to act for the partnership.

For a corporation, enter the officer or officers of the corporation followed by the signature and title of the officer(s) authorized to sign.

An agent or attorney acting under a Power of Attorney authorization must attach the authorization to this form unless it is already filed with us.

Memo: Abatement amount under IRC 3402(d) - See explanation on Form 4666

Tax Period Ended	Return Form Number	Credit for abatement	Tax Period Ended	Return Form Number	Credit for abatement

SEAL BOARD OF COUNTY COMMISSIONERS ESCAMBIA CO., FLA.
CLERK OF THE CIRCUIT COURT
BY: DEPUTY CLERK
BCC Approved 01-22-2015

Form **4666**
(Rev. October 2010)

Department of the Treasury - Internal Revenue Service

Summary of Employment Tax Examination

Name and Address of Employer
COUNTY OF ESCAMBIA BOARD OF COUNTY
COMMISSIONERS
221 Palafox Place
Pensacola, FL 32502

Employer Identification Number: 59-6000598

Date of Report: 12/19/2014

Type of Report
- ☐ Delinquent tax (Return not filed)
- ☑ Increase (Decrease) in tax *(Return filed)*
- ☑ Agreed (This report is subject to review and you will be notified by the Director when it is accepted)
- ☐ Unagreed

Following is a summary of the results of my examination of your returns as shown on the attached pages of this report.

Tax, Credits and Penalties

a	b	c	d	e		f	g
Calendar Year	Return Form Number	Delinquent Tax, Increase (Decrease) In Tax	Increase (Decrease) in Allowed Credits	Penalty		Total Adjustment and Penalties *(c-d+e)*	Page Number of Report
				Code Section	Amount		
2012	941	47,096.32				47,096.32	2 to 3
. Total ▶		47,096.32				47,096.32	

Other Information

This does not constitute an income tax examination

Form 2504-WC, Section 7436 issues.
The examination of your employment tax returns as reflected on this report included an examination for employment tax purposes of whether any individuals should be treated as employees of the taxpayer for the purpose of Section 530 of the Revenue Act of 1978, as amended by Section 1122 of the Small Business Job Protection Act of 1996. The examination concluded that all examined classes of workers should be treated as employees:
Part time Volunteer Firefighters

Form 2504, non-Section 7436 issues are addressed in a separate report.
Part-time Volunteer Firefighters

Any taxes must be paid at the time of signing Form 2504-WC in order to receive interest-free treatment on the underpayment. Interest will begin to accrue on any unpaid balance on the day after the agreement date until the tax is paid in full.

Examiner's Name: Deishun Garmon-Robinson

Area: Gulf States Area

Form **4668** (Rev. March 2011)

Department of the Treasury — Internal Revenue Service

Employment Tax Examination Changes Report

Return form number: 941

Name and Address of Employer	Employer Identification Number	Calendar Year
COUNTY OF ESCAMBIA BOARD OF COUNTY COMMI 221 Palafox Place Pensacola, FL 32502	59-6000598	2012
	Total tax plus penalty or (decrease) in tax: 47,096.32	Last quarter of this examination: DECEMBER
	Total increase or (decrease) in credits: 0.00	

Examination discussed with (Name and title): Mr. Tom Turner, HR Director

☑ Agreed (Subject to acceptance by the Director)

☐ Unagreed

	(b) 1st Quarter	(c) 2nd Quarter	(d) 3rd Quarter	(e) 4th Quarter
1. Total social security and Medicare tax adjustment (from Schedule of Adjustments, Line 7)	10,056.07	10,056.07	10,056.07	10,056.07
2. Social security and Medicare tax adjustment under IRC 3121(q) (from Schedule of Adjustments, Line 8)				
3. Increase (decrease) in tax exemption on exempt wages/tips (From Schedule of Adjustments, Line 10)				
4. Total income tax withholding (from Schedule of Adjustments Line 17)	1,718.01	1,718.01	1,718.01	1,718.01
5. Delinquent tax or increase (decrease) in tax (Lines 1, 2 and 4 minus/plus Line 3)	11,774.08	11,774.08	11,774.08	11,774.08
6. Net increase (decrease) in credits (from Schedule of Adjustments, Line 23)				
7. Penalty code section 6651(a)(1)				
8. Penalty code section 6651(a)(2)				
9. Penalty code section 6656				
10. Penalty code section				
11. Total penalty (sum of Lines 7, 8, 9 and 10)				
12. Maximum tax available for abatement under IRC 3402(d)	None	None	None	None

Form 2504-WC, section 7436 issues

Examiner's name	Group Number	Area	Date
Deishun Garmon-Robinson	7252	Gulf States Area	12/19/2014

Form 4668 - Schedule of Adjustments

Name of Employer	Employer Identification Number	Calendar Year
COUNTY OF ESCAMBIA BOARD OF COUNTY COMMISSIC	59-6000598	2012

	IRS Ref	(a) Applicable Rate	(b) 1st Quarter	(c) 2nd Quarter	(d) 3rd Quarter	(e) 4th Quarter
1. Social Security and Medicare wage adjustment subject to tax under IRC 3101 and 3111	004	10.40%				
	073	2.90%				
2. Social Security and Medicare wage adjustment subject to tax under IRC 3509(a)	079	7.04%	114,533.74	114,533.74	114,533.74	114,533.74
	079	1.74%	114,533.74	114,533.74	114,533.74	114,533.74
3. Social Security and Medicare wage adjustment subject to tax under IRC 3509(b)	079	7.88%				
	079	2.03%				
4. Social Security and Medicare tip adjustment subject to tax under IRC 3101 and 3111	005					
	073					
5. Other adjustments to Social Security and Medicare wages						
6. Other adjustments to Social Security and Medicare tax						
7. Total social security & Medicare tax adjustment (Lines 1, 2, 3, 4, 5 x rates plus/minus Line 6)	112		10,056.07	10,056.07	10,056.07	10,056.07
8. Social Security and Medicare tax adjustment under IRC 3121(q)	114					
9. Increase (decrease) in exempt wages/tips paid to qualified employees under IRC 3111(d)	115	6.20%				
10. Increase (decrease) in tax exemption on wages/tips on Line 9 (Line 9 x rate)	116					
11. Income tax withholding wage adjustment subject to tax under IRC 3402		25.00%				
		Actual				
12. Income tax withholding wage adjustment subject to rates under IRC 3509(a)	079	1.50%	114,533.74	114,533.74	114,533.74	114,533.74
13. Income tax withholding wage adjustment subject to rates under IRC 3509(b)	079	3.00%				
14. Other income tax withholding wage adjustment						
15. Actual income tax withheld but not previously reported						
16. Other adjustment to income tax withholding						
17. Total income tax (Lines 11, 12, 13, 14 x rates plus Line 15 plus/minus Line 16)	111		1,718.01	1,718.01	1,718.01	1,718.01
18. Increase (decrease) in COBRA premium assistance payments under IRC 6432	299					
19. Increase (decrease) in Advance Earned Income Credit under IRC 3507	766/767					
20. Increase (decrease) in exempt wages/tips paid to qualified employees March 19-31, 2010 under IRC 3111(d)(5)	117	6.20%				
21. Increase (decrease) in credit for exempt wages/tips on Line 20 (Line 20 x rate)	296					
22. Increase (decrease) in other credits						
23. Net increase (decrease) in credits (sum of Lines 18, 19, 21, and 22)						

Form **2504** (March 2011)	Department of the Treasury-Internal Revenue Service **Agreement to Assessment and Collection of Additional Tax and Acceptance of Overassessment** ***(Excise or Employment Tax)***	Date received by Internal Revenue Service

Name, SSN or EIN, and address of taxpayer(s) (Number, street, city or town, State, ZIP Code)

COUNTY OF ESCAMBIA BOARD OF COUNTY
COMMISSIONERS
221 Palafox Place
Pensacola, FL 32502

59-6000598

Adjustment to Tax, Credits and Penalties

Tax Period Ended	Return Form Number	Kind of Tax and Internal Revenue Code Section	Amount of Tax	Credit Increase (Decrease)	Penalty
3/31/12-12/31/12	941	FICA & IT W/H IRC 3101, IRC 3111 & IRC 3402	31,697.08		
		Total	31,697.08		

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT
BY: DEPUTY CLERK

I consent to the immediate assessment *(increase in tax and penalties and /or decrease in credits)* and the collection of any such amounts. In addition, I accept any overassessment *(decrease in tax and penalties and/or increase in credits)* shown above. I also agree to any interest as provided by law.

Sign Here ▶			Date
Sign Here ▶			Date
Sign Here ▶	By	Title Steven Barry, Chairman	Date 1/22/2015

Note:

If you consent to the assessment of the amounts shown in this agreement, your signature will expedite our adjustment to your account. Your consent will not prevent you from filing a claim for refund (after you have paid the tax) if you later believe you are entitled to a refund. It will not prevent us from later determining, if necessary, that you owe additional tax; nor extend the time provided by law for either action.

Who Must Sign

If you are making this agreement for a partnership, all partners must sign. However, one partner may sign with appropriate evidence of authorization to act for the partnership.

For a corporation, enter the officer or officers of the corporation followed by the signature and title of the officer(s) authorized to sign.

An agent or attorney acting under a Power of Attorney authorization must attach the authorization to this form unless it is already filed with us.

BCC Approved 01-22-2015

Memo: Abatement amount under IRC 3402(d) - See explanation on Form 4666

Tax Period Ended	Return Form Number	Abatement amount	Tax Period Ended	Return Form Number	Abatement amount

Form **4666**
(Rev. October 2010)

Department of the Treasury - Internal Revenue Service

Summary of Employment Tax Examination

Name and Address of Employer
COUNTY OF ESCAMBIA BOARD OF COUNTY
COMMISSIONERS
221 Palafox Place
Pensacola, FL 32502

Employer Identification Number: 59-6000598

Date of Report: 12/19/2014

Type of Report
- ☐ Delinquent tax (Return not filed)
- ☑ Increase (Decrease) in tax *(Return filed)*
- ☑ Agreed (This report is subject to review and you will be notified by the Director when it is accepted)
- ☐ Unagreed

Following is a summary of the results of my examination of your returns as shown on the attached pages of this report.

Tax, Credits and Penalties

a	b	c	d	e		f	g
Calendar Year	Return Form Number	Delinquent Tax, Increase (Decrease) In Tax	Increase (Decrease) in Allowed Credits	Penalty		Total Adjustment and Penalties *(c-d+e)*	Page Number of Report
				Code Section	Amount		
2012	941	31,697.08				31,697.08	2 to 3
Total ▶		31,697.08				31,697.08	

Other Information

This does not constitute an income tax examination

Form 2504, non-Section 7436 issues.
Part-time Volunteer Firefighters

Form 2504-WC, Section 7436 issues are addressed in a separate report.
The examination of your employment tax returns as reflected on this report included an examination for employment tax purposes of whether any individuals should be treated as employees of the taxpayer for the purpose of Section 530 of the Revenue Act of 1978, as amended by Section 1122 of the Small Business Job Protection Act of 1996. The examination concluded that all examined classes of workers should be treated as employees:
Part time Volunteer Firefighters

Any taxes must be paid at the time of signing Form 2504 in order to receive interest-free treatment on the underpayment. Interest will begin to accrue on any unpaid balance on the day after the agreement date until the tax is paid in full.

Examiner's Name: Deishun Gannon-Robinson

Area: Gulf States Area

Form **4668** (Rev. March 2011)

Department of the Treasury — Internal Revenue Service

Employment Tax Examination Changes Report

Return form number: 941

Name and Address of Employer

COUNTY OF ESCAMBIA BOARD OF COUNTY COMMI
221 Palafox Place
Pensacola, FL 32502

Employer Identification Number: 59-6000598

Calendar Year: 2012

Total tax plus penalty or (decrease) in tax: 31,697.08

Last quarter of this examination: DECEMBER

Total increase or (decrease) in credits: 0.00

Examination discussed with (Name and title): Mr. Tom Turner, HR Director

☑ Agreed (Subject to acceptance by the Director)

☐ Unagreed

	(b) 1st Quarter	(c) 2nd Quarter	(d) 3rd Quarter	(e) 4th Quarter
1. Total social security and Medicare tax adjustment (from Schedule of Adjustments, Line 7)	2,751.77	2,751.77	2,751.77	2,751.77
2. Social security and Medicare tax adjustment under IRC 3121(q) (from Schedule of Adjustments, Line 8)				
3. Increase (decrease) in tax exemption on exempt wages/tips (From Schedule of Adjustments, Line 10)				
4. Total income tax withholding (from Schedule of Adjustments Line 17)	5,172.50	5,172.50	5,172.50	5,172.50
5. Delinquent tax or increase (decrease) in tax (Lines 1, 2 and 4 minus/plus Line 3)	7,924.27	7,924.27	7,924.27	7,924.27
6. Net increase (decrease) in credits (from Schedule of Adjustments, Line 23)				
7. Penalty code section 6651(a)(1)				
8. Penalty code section 6651(a)(2)				
9. Penalty code section 6656				
10. Penalty code section				
11. Total penalty (sum of Lines 7, 8, 9 and 10)				
12. Maximum tax available for abatement under IRC 3402(d)	5,172.50	5,172.50	5,172.50	5,172.50

Under IRC sections 6051 and 6071 and the regulations under those sections, you are required to furnish Form W-2c (Corrected Wage and Tax Statement) on or before the last day of January _____ to each of the _____ employees whose wages are adjusted by this report. Also, you are required to file the original of these statements with Form W-3c (Transmittal of Corrected Wage and Tax Statements) by the last day of February _____. IRC 6721 and 6722 provide penalties for failure to file and failure to furnish these statements by the required dates. Please file these statements with:

Internal Revenue Service
300 E 8th St
MS: 4097 AUS
Austin TX 78701

Form 2504, non-section 7436 issues

Examiner's name	Group Number	Area	Date
Deishun Garmon-Robinson	7252	Gulf States Area	12/19/2014

Form 4668 - Schedule of Adjustments

Name of Employer	Employer Identification Number	Calendar Year
COUNTY OF ESCAMBIA BOARD OF COUNTY COMMISSIC	59-6000598	2012

	IRS Ref	(a) Applicable Rate	(b) 1st Quarter	(c) 2nd Quarter	(d) 3rd Quarter	(e) 4th Quarter
1. Social Security and Medicare wage adjustment subject to tax under IRC 3101 and 3111	004	10.40%	20,690.00	20,690.00	20,690.00	20,690.00
	073	2.90%	20,690.00	20,690.00	20,690.00	20,690.00
2. Social Security and Medicare wage adjustment subject to tax under IRC 3509(a)	079	7.04%				
	079	1.74%				
3. Social Security and Medicare wage adjustment subject to tax under IRC 3509(b)	079	7.88%				
	079	2.03%				
4. Social Security and Medicare tip adjustment subject to tax under IRC 3101 and 3111	005					
	073					
5. Other adjustments to Social Security and Medicare wages						
6. Other adjustments to Social Security and Medicare tax						
7. Total social security & Medicare tax adjustment (Lines 1, 2, 3, 4, 5 x rates plus/minus Line 6)	112		2,751.77	2,751.77	2,751.77	2,751.77
8. Social Security and Medicare tax adjustment under IRC 3121(q)	114					
9. Increase (decrease) in exempt wages/tips paid to qualified employees under IRC 3111(d)	115	6.20%				
10. Increase (decrease) in tax exemption on wages/tips on Line 9 (Line 9 x rate)	116					
11. Income tax withholding wage adjustment subject to tax under IRC 3402		25.00%	20,690.00	20,690.00	20,690.00	20,690.00
		Actual				
12. Income tax withholding wage adjustment subject to rates under IRC 3509(a)	079	1.50%				
13. Income tax withholding wage adjustment subject to rates under IRC 3509(b)	079	3.00%				
14. Other income tax withholding wage adjustment						
15. Actual income tax withheld but not previously reported						
16. Other adjustment to income tax withholding						
17. Total income tax (Lines 11, 12, 13, 14 x rates plus Line 15 plus/minus Line 16)	111		5,172.50	5,172.50	5,172.50	5,172.50
18. Increase (decrease) in COBRA premium assistance payments under IRC 6432	299					
19. Increase (decrease) in Advance Earned Income Credit under IRC 3507	766/767					
20. Increase (decrease) in exempt wages/tips paid to qualified employees March 19-31, 2010 under IRC 3111(d)(5)	117	6.20%				
21. Increase (decrease) in credit for exempt wages/tips on Line 20 (Line 20 x rate)	296					
22. Increase (decrease) in other credits						
23. Net increase (decrease) in credits (sum of Lines 18, 19, 21, and 22)						

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-7627 **County Administrator's Report** **12. 1.**
BCC Regular Meeting **Discussion**
Meeting Date: 02/05/2015
Issue: Historical Flags Displayed on County Buildings
From: Grover Robinson, District 4 Commissioner
Organization: Board of County Commissioners
CAO Approval:

RECOMMENDATION:

Discussion Concerning Commissioner Robinson's Request to Amend the Board's Action of December 11, 2014 - Commissioner Robinson, District 4

That the Board consider Commissioner Robinson's request to amend its action of December 11, 2014, regarding flags displayed on County buildings, adopt the Resolution relating to the display of historical flags on County buildings, and authorize the Chairman to sign the Resolution subject to Legal sign-off.

BACKGROUND:

At the December 11, 2014, BCC Meeting the Board voted 4-0, with Commissioner Robinson voting "no," to approve to "drop all Flags other than the Stars and Stripes United States Flag and the State of Florida Flag from any building in the County."

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

A Draft Resolution relating to the display of historical flags on County Buildings was prepared by the County Attorney's Office.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Resolution
12-11-2014 BCC Meeting Minutes Page

RESOLUTION NUMBER R2015-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA RELATING TO THE DISPLAY OF HISTORICAL FLAGS ON COUNTY BUILDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, by Board action on December 11, 2014, the Board of County Commissioners previously approved a motion to remove all flags from County buildings except the United States Flag and the Flag of the State of Florida; and

WHEREAS, the Board of County Commissioners has determined it is in the best interest of the residents of Escambia County that the County reserve the option to display historical flags on County buildings consistent with the historical flags displayed on City of Pensacola buildings; and

WHEREAS, the Board of County Commissioners further finds it is in the best interest of the residents of Escambia County that the County authorize flying historical flags at the Pensacola Bay Center consistent with the historical flags displayed on City of Pensacola buildings.

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

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

Section 2. That the Board of County Commissioners hereby reserves the option to display historical flags on County buildings consistent with the historical flags displayed on City of Pensacola buildings.

Section 3. That the Board of County Commissioners hereby authorizes flying historical flags at the Pensacola Bay Center consistent with the historical flags displayed on City of Pensacola buildings.

Section 4. That if any section, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional by a Court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

Section 5. That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

Adopted this _____ day of _____, 2015.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Steve Barry, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By:_____
Deputy Clerk
(SEAL)

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION

1. Confederate Flag

Motion made by Commissioner May, seconded by Commissioner Underhill, and carried 4-0, with Commissioner Robertson voting "no," approving to "drop all Flags other than the Stars and Stripes United States Flag and the State of Florida Flag from any building in the County," relative to the recommendation that the Board discuss the Board's action of February 10, 2000, related to the Confederate Flag, and vote to either keep or amend the Board's action of February 10, 2000.

Speaker(s):

Tommy Ratchford	Beverly Perry
Colonel Jim Smith	Pam Smith
Dianne Krumel	Katrina Ramos
Richard G. Mills	Samuel A. Horton
Auby Dan Smith	Julie Kain
Larry Smith	Keyontae Humphries
Elaine Sargent	Clarissa Farrar
Chris Hendricks	Dorrian Vance

2. Annual Board/Committee Appointments

Motion made by Commissioner Robinson, seconded by Commissioner Robertson, and carried unanimously, confirming Chairman Steven Barry's 2015 annual appointments to Boards and Committees on which Commissioners serve, as follows:

Area Agency on Aging (1) – Commissioner Robertson
Greater Pensacola Chamber Board of Directors (1) – Commissioner Underhill
(Note: the Chamber Bylaws require the Chairman or Chairman's Designee serve on this Board)
Bay Area Resource Council (2) – Commissioner Robinson and Commissioner Underhill

(Continued on Page 61)

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-7586 **County Administrator's Report** **12. 2.**
BCC Regular Meeting **Discussion**
Meeting Date: 02/05/2015
Issue: Blue Jacket Jamboree
From: Steven Barry, District 5 Commissioner
Organization: Board of County Commissioners
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request for Funding for the Northview High School FFA Blue Jacket Jamboree - Commissioner Steven Barry, District 5

That the Board consider the request for the Northview High School FFA, for $5,000 to be funded from the 4th Cent Tourist Development Tax, for the Blue Jacket Jamboree, and approve the Purchase Order for this purpose.

[Funding: The Board placed $250,000 in the 4th Cent Tourist Development Tax reserves. These funds were to be allocated by the Board for events and other tourist promotion activities]

BACKGROUND:

Northview FFA is requesting funding for the Blue Jacket Jamboree, which will be held on March 7, 2015, from 10:00 a.m. to 4:00 p.m. for surrounding communities to hlep students obtain scholarships and transportation funding for state and national conventions. This event has brought in upwards of 500 citizens and partners with local vendors and businesses.

BUDGETARY IMPACT:

The Board placed $250,000 in the 4th Cent Tourist Development Tax reserves. These funds were to be allocated by the Board for events and other tourist promotion activities.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Northview FFA Letter

THE NATIONAL FFA ORGANIZATION
FOR STUDENTS OF AGRICULTURAL EDUCATION

January 8, 2015

Dear Northview FFA Alumni Sponsor and Friend,

It's not every high school in the area that can boast about having pecan trees scattered among the cattle and goat pens in its front yard. It's not every high school that has bragging rights for its own road called "FFA Drive". But there is definitely only one school in the area that can claim ownership to the Blue Jacket Jamboree, and that's Northview High School. Northview's FFA Chapter has certainly made us proud and made a name for itself with state and national titles throughout the years. This is why we as the Northview High School FFA Alumni and Friends strive to find more ways to help these fine students.

On behalf of the NHS FFA Alumni and Friends, I would like to thank you for your consideration in making a donation to our Blue Jacket Jamboree 2015. This is a tremendous event for our organization and community and your contribution will help make it an enjoyable day for everyone involved! A program of this kind is only successful with the many people, like you, that are willing to sponsor such an event that is so beneficial to those that are most important to us, our FFA students! Through this event, we are able to sponsor scholarships for eligible seniors, as well as provide transportation funds for trips to the state and national convention, and competitions throughout the state for the FFA members.

This is our Sixth Annual Jamboree. When we first began this project we based it around a concert/dinner. We have been striving each year to continue to grow the Jamboree by making it a more "Family Friendly Community Event". In so doing, this year we are focusing on increasing our number of vendor/crafters significantly. We will have food, music, and a children's play/game area. Last year, we brought in upwards of 500 people to Jamboree day. This year, with now having free admission and increased opportunities for families to enjoy the day together, we are anticipating at least tripling the number of attendees. The vendor/crafters that we are targeting are within a

NORTHVIEW HIGH SCHOOL
4100 West Highway 4 • Bratt, Florida 32535 • Mr. Perry Byars • (850) 327-6681, Ext. 248

roughly 75 mile radius of Northview. Our goal is to have 100 vendor/crafters this year so the impact on both them and our community should be tremendous. We are using local businesses and media to help with advertising as well as through the schools reaching as far south as our funds will allow. This event will be beneficial to both the students that will receive the scholarships, the vendors as they are able to sell their product, and the community as they enjoy a "family friendly, fun" day!

Thank you again in advance for your support! We truly appreciate your considering a donation and hope that you will be able to join us for the Jamboree. Please know that your support will make a tremendous impact in the lives of these well deserving students!

In Support of our Students,

Lydia Weaver

Lydia A. Weaver, Secretary
Northview High School FFA Alumni and Friends

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-7630 **County Administrator's Report** **12. 3.**
BCC Regular Meeting **Discussion**
Meeting Date: 02/05/2015
Issue: Maintenance of Abandoned Cemeteries
From: Lumon May, District 3 Commissioner
Organization: Board of County Commissioners
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Maintenance of Abandoned Cemeteries - Commissioner Lumon May, District 3

That the Board that the following action concerning the maintenance of abandoned cemeteries in accordance with section 497.284, Florida Statutes:

A. Rescind the Board's action of September 25, 2014, adopting Resolution R2014-112 authorizing the maintenance of two abandoned cemeteries, in accordance with section 497.284, Florida Statutes, to provide for the expenditure of County funds and resources for maintenance of the Mt. Zion Historical Cemetery and the Magnolia Cemetery;

B. Adopt the Resolution authorizing maintenance of three abandoned cemeteries in accordance with section 497.284, Florida Statutes, to provide for the expenditure of County funds and resources for maintenance of Mt. Zion Historical Cemetery, Magnolia Cemetery, and AME Zion Cemetery;

C. Authorize the Chairman to sign the Resolution; and

D. Amend the Board's action of September 23, 2014, to provide that $15,000 of Tourist Development Tax (TDT) dollars may be used for maintenance of the AME Zion Cemetery in addition to the Mt. Zion Historical Cemetery and the Magnolia Cemetery.

[Funding: Fund 108, 4th Cent Tourist Development Tax Fund, Cost Center 360105, Object Code 58201]

BACKGROUND:

At the Thursday, September 25, 2014, Board of County Commissioners' Meeting, the Board adopted Resolution R2014-112, which authorized the maintenance of two abandoned cemeteries, in accordance with section, 497.284, Florida Statutes, to provide for the expenditure of County funds and resources for the maintenance of the Mt. Zion Historical Cemetery and the Magnolia Cemetery.

Adoption of the proposed Resolution will authorize the expenditure of public funds and County resources to provide maintenance services for Mt. Zion Historical Cemetery, Magnolia Cemetery and AME Zion Cemetery, as specified in the Resolution, in accordance with section 497.284, Florida Statutes.

On September 23, 2014, the Board authorized that $15,000 of the County's Tourist Development Tax (TDT) dollars could be spent for maintenance of the Mt. Zion Historical Cemetery and Magnolia Cemetery. This action would expand that authority to cover the AME Zion Cemetery.

BUDGETARY IMPACT:

Funding: Fund 108, 4th Cent Tourist Development Tax Fund, Cost Center 360105, Object Code 58201

LEGAL CONSIDERATIONS/SIGN-OFF:

The Resolution was approved by Alison Rogers, County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Resolution - 02-05-2015 BCC
09-25-2014 BCC Minutes Page and Recommendation
Resolution Number R2014-112

RESOLUTION NUMBER R2015-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AUTHORIZING MAINTENANCE OF THREE ABANDONED CEMETERIES IN ACCORDANCE WITH §497.284, FLORIDA STATUTES; PROVIDING FOR TRANSMITTAL; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to §497.284, Florida Statutes, a county which has within its jurisdiction an abandoned cemetery or a cemetery that has not been reasonably maintained for a period in excess of 6 months may, upon notice to the department, take such action as is necessary and appropriate to provide for the maintenance and security of the cemetery and specifically authorizes the expenditure of public funds for the purposes enumerated therein without establishing any ongoing obligation or duty to provide such services in the future; and

WHEREAS, the Mt. Zion Historical Cemetery, Magnolia Cemetery and AME Zion Cemetery are located within the jurisdiction of Escambia County and qualifies as abandoned cemeteries that have not been reasonably maintained for a period in excess of 6 months; and

WHEREAS, by copy of this Resolution, Escambia County shall provide the requisite notice to the Florida Department of Financial Services, Division of Funeral, Cemetery and Consumer Services; and

WHEREAS, the Board of County Commissioners for Escambia County has determined that it is in the best interest of the public to authorize the expenditure of funds to provide maintenance for the Mt. Zion Historical Cemetery, the Magnolia Cemetery and the AME Zion Cemetery in accordance with §497.284, Florida Statutes.

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 the Board of County Commissioners hereby authorizes the expenditure of funds to provide maintenance services for Mt. Zion Historical Cemetery, Magnolia Cemetery and AME Zion Cemetery as specified in accordance with §497.284, Florida Statutes, without establishing any ongoing obligation or duty to provide such services in the future.

Section 3. That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

Section 4. That the Clerk shall forward a copy of this Resolution to Doug Shropshire, Division Director of the Florida Department of Financial Services, Division of Funeral, Cemetery and Consumer Services.

ADOPTED this _____ day of _____, 2015.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

Approved as to form and legal sufficiency.
By/Title: _____
Date: 1/29/15

COUNTY ATTORNEY'S REPORT – Continued

I. FOR ACTION – Continued

1-8. Approval of Various For Action Items – Continued

5. Taking the following action concerning Escambia County v. Innerarity Island Development Corporation (Case No. 2014 CA 000237):

   A. Ratifying amending the Petition to Appoint Receiver, pursuant to the Notice of Abandonment to name Emerald Coast Utilities Authority as an additional respondent; and

   B. Approving the initiation of dispute resolution procedures provided by Chapter 164, Florida Statutes, the Local Government Conflict Resolution Act.

6. Taking the following action concerning authorization for the County Attorney's Office to voluntarily dismiss the Circuit Court action against property located at 1999 Massachusetts Avenue (Sean's Outpost, Inc.):

   A. Authorizing the County Attorney's Office to voluntarily dismiss, without prejudice, the Circuit Court action seeking injunctive relief against the owners of 1999 Massachusetts Avenue for continued violations of the Escambia County Code of Ordinances and the Escambia County Land Development Code; and

   B. Authorizing the County Attorney's Office leave to re-file the above-referenced action in the future, without further Board action, if legally appropriate.

7. Authorizing the County Attorney to file suit, if necessary, in the appropriate court of jurisdiction, and otherwise pursue any and all legal and equitable remedies necessary to retrieve the rider contact information database from Pensacola Bay Transportation.

✳ 8. Adopting the Resolution *(R2014-112)* authorizing the maintenance of two abandoned cemeteries, in accordance with 497.284, Florida Statutes, to provide for the expenditure of County funds and resources for maintenance of the Mt. Zion Historical Cemetery and the Magnolia Cemetery.

Addendum #2
CAT I.-8.
09-25-2014 BCC

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

County Attorney's Report
Action

BCC Regular Meeting

Meeting Date:	9/25/2014
Issue:	Maintenance of Two Abandoned Cemeteries In Accordance with §497.284, Fla. Stat. (Mt. Zion Historical Cemetery and Magnolia Cemetery)
From:	Alison P. Rogers, County Attorney APR
Organization:	County Attorney's Office

RECOMMENDATION:
Maintenance of Two Abandoned Cemeteries In Accordance with §497.284, Fla. Stat. - That the Board adopt the attached Resolution authorizing the maintenance of two abandoned cemeteries in accordance with § 497.284, Fla. Stat. to provide for the expenditure of County funds and resources for maintenance of the Mt. Zion Historical Cemetery and the Magnolia Cemetery.

BACKGROUND:
At the Tuesday, September 23, 2014, Second Public Hearing for the fiscal year 2014/15 County-wide budget, the Board directed that $15,000 of the County's Tourist Development Tax (TDT) could be spent for maintenance of the Magnolia Cemetery. The Mt. Zion Historical Cemetery is similarly situated. Adoption of this Resolution will help provide legal protection for the County.

BUDGETARY IMPACT: N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
The Resolution was prepared by County Attorney, Alison P. Rogers.

PERSONNEL: N/A

POLICY/REQUIREMENT FOR BOARD ACTION: N/A

IMPLEMENTATION/COORDINATION: N/A

Attachments

Escambia County
Clerk's Original
09/25/2014 CATI-8

RESOLUTION NUMBER R2014-112

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AUTHORIZING MAINTENANCE OF TWO ABANDONED CEMETERIES IN ACCORDANCE WITH §497.284, FLORIDA STATUTES; PROVIDING FOR TRANSMITTAL; PROVIDING AN EFFECTIVE DATE.

Date: 09/09/2014 Verified By: MA Cust

WHEREAS, pursuant to §497.284, Florida Statutes, a county which has within its jurisdiction an abandoned cemetery or a cemetery that has not been reasonably maintained for a period in excess of 6 months may, upon notice to the department, take such action as is necessary and appropriate to provide for the maintenance and security of the cemetery and specifically authorizes the expenditure of public funds for the purposes enumerated therein without establishing any ongoing obligation or duty to provide such services in the future; and

WHEREAS, both the Mt. Zion Historical Cemetery and the Magnolia Cemetery are located within the jurisdiction of Escambia County and qualify as abandoned cemeteries or cemeteries that have not been reasonably maintained for a period in excess of 6 months; and

WHEREAS, by copy of this Resolution, Escambia County shall provide the requisite notice to the Florida Department of Financial Services, Division of Funeral, Cemetery and Consumer Services; and

WHEREAS, the Board of County Commissioners for Escambia County has determined that it is in the best interest of the public to authorize the expenditure of funds and resources to provide maintenance for the Mt. Zion Historical Cemetery and the Magnolia Cemetery in accordance with §497.284, Florida Statutes.

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 the Board of County Commissioners hereby authorizes the expenditure of funds and resources to provide maintenance services for the Mt. Zion Historical Cemetery and the Magnolia Cemetery as specified in accordance with §497.284, Florida Statutes, without establishing any ongoing obligation or duty to provide such services in the future.

Section 3. That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

Section 4. That the Clerk shall forward a copy of this Resolution to Doug Shropshire, Division Director of the Florida Department of Financial Services, Division of Funeral, Cemetery and Consumer Services.

ADOPTED this 25th day of September, 2014.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: Lumon J. May
Lumon J. May, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: Monna Adese Cook
Deputy Clerk

Approved as to form and legal sufficiency.
By/Title:
Date: 9/25/14

(SEAL)

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-7629 **County Administrator's Report** **12. 4.**
BCC Regular Meeting **Discussion**
Meeting Date: 02/05/2015
Issue: RESTORE Project Update
From: Keith Wilkins, Department Director
Organization: Community & Environment
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the RESTORE Project Update - Keith T. Wilkins, Community & Environment Department Director

That the Board discuss the RESTORE Project Update that was deferred from the January 15, 2015, Committee of the Whole Agenda to the February 5, 2015, Board of County Commissioners' (BCC) Meeting to provide an update to the BCC on the progress and activities of the RESTORE Advisory Committee and County staff, per the presentation provided.

BACKGROUND:

The RESTORE Project Update was listed on the Committee of the Whole agenda for January 12, 2015. The Board decided to defer this issue to the February 5, 2015, meeting.

BUDGETARY IMPACT:

No budgetary impact associated with the RESTORE Project Update presentation.

LEGAL CONSIDERATIONS/SIGN-OFF:

No legal impact associated with the RESTORE Project Update presentation.

PERSONNEL:

No personnel impact relating to the RESTORE Project Update presentation.

POLICY/REQUIREMENT FOR BOARD ACTION:

The RESTORE Project Update will provide information on the progress and activities of the RESTORE Advisory Committee and County staff.

IMPLEMENTATION/COORDINATION:

County staff will continue to work with the RESTORE Advisory Committee and keep the Board and Administration updated as needed.

Attachments

RESTORE Update 1-12-15

RESTORE Project Update
January 12, 2015

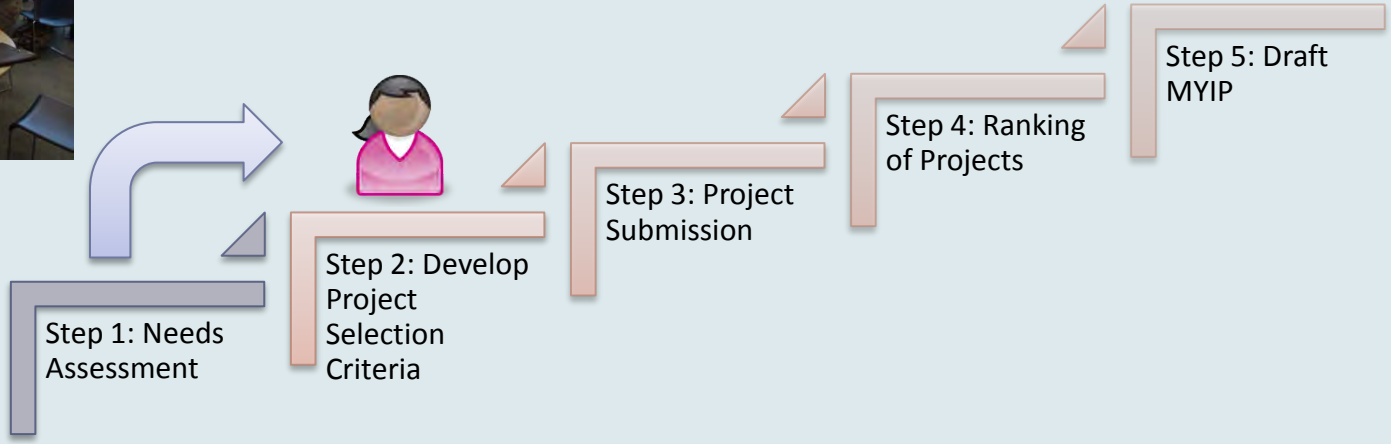
Keith Wilkins, Director

Community & Environment

Multi Year Implementation Plan Process

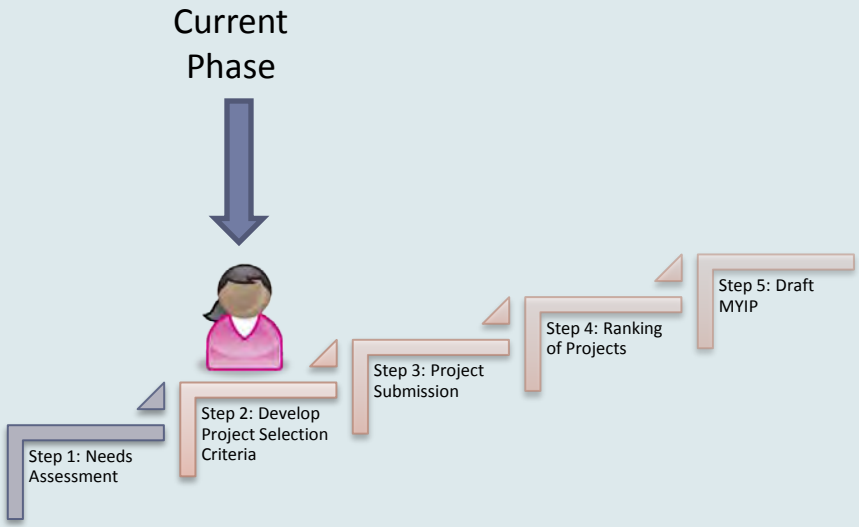


March 2013 – Present



What will we need from the RAC and when?

- **1/20** RAC Workshop on selection criteria
- **2/2** RAC Meeting - discuss selection criteria
- **Mid Feb** RAC Workshop on selection criteria
- **3/2** RAC Meeting - adopt selection criteria



MYIP Project Timeline

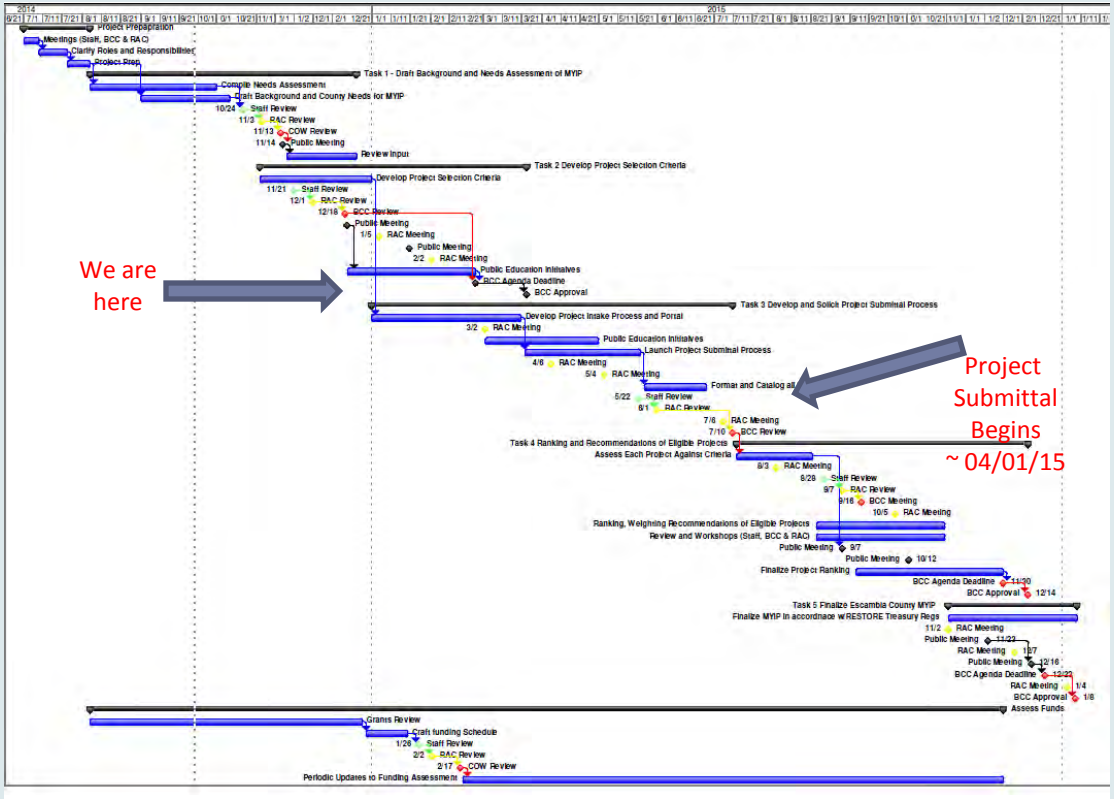
Task 1: Draft Background and Needs Assessment
- 10/24/14 – Staff Review
- 11-03/14 – RAC Review
- 11/13/14 – COW Review

Task 2: Develop Project Selection Criteria
- 11/21/14 – Staff Review
- 12-01/14 – RAC Review
- 12/18/14 – BCC Review
- 01/05/15 – RAC meeting (Back-up Review Date)
- 02/02/15 – RAC meeting (Back-up Review Date)
- 03/24/15 – BCC Criteria Approval

Task 3: Develop and Solicit Project Submittal Process
- 03/02/15 – RAC meeting
- 04/06/15 – RAC meeting
- 05/04/15 – RAC meeting
- 05/22/15 – Staff Review
- 06/01/15 – RAC Review
- 07/06/15 – RAC meeting (Back-up Review Date)
- 07/10/15 – BCC Review

Task 4: Ranking and Recommendations of Eligible Projects
- 08/03/15 – RAC meeting
- 08/28/15 – Staff Review
- 09/07/15 – RAC Review
- 10/05/15 – RAC meeting (Back-up Review Date)
- 12/14/15 – BCC Approval

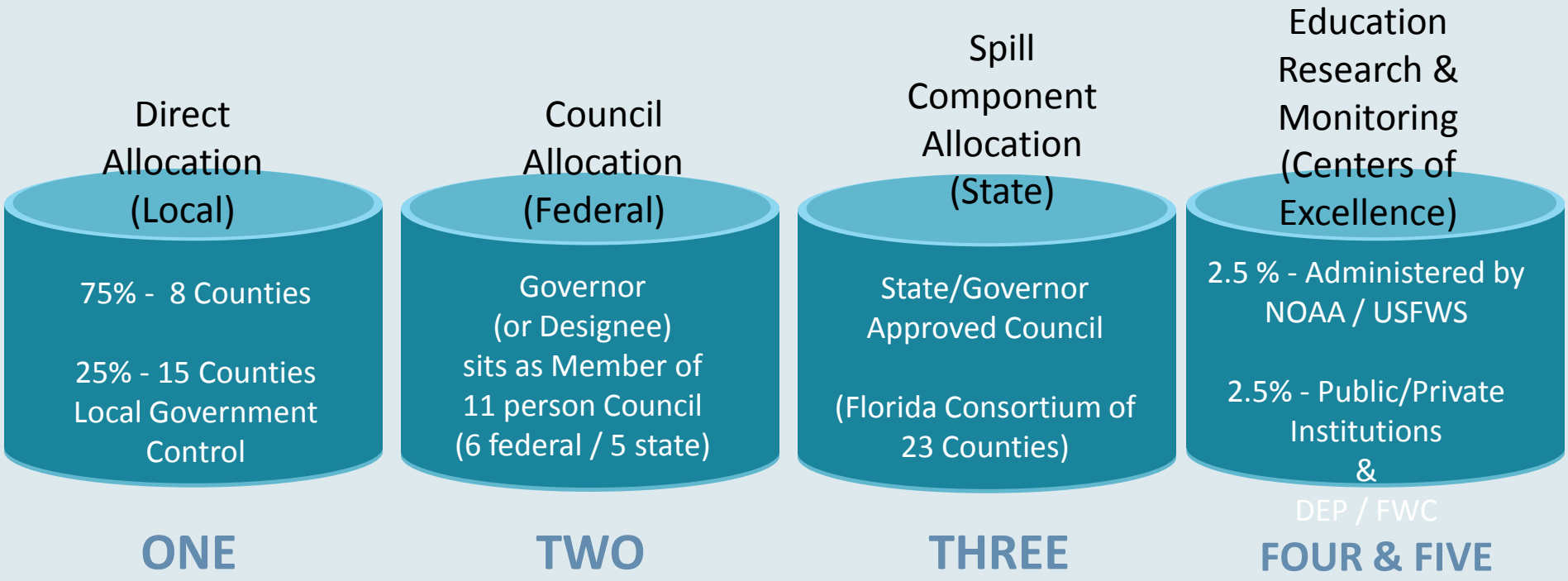
Task 5: Finalize Escambia County MYIP
- 11/02/15 – RAC meeting
- 12/07/15 – RAC meeting
- 01/04/16 – RAC meeting
- 01/08/16 – BCC Approval



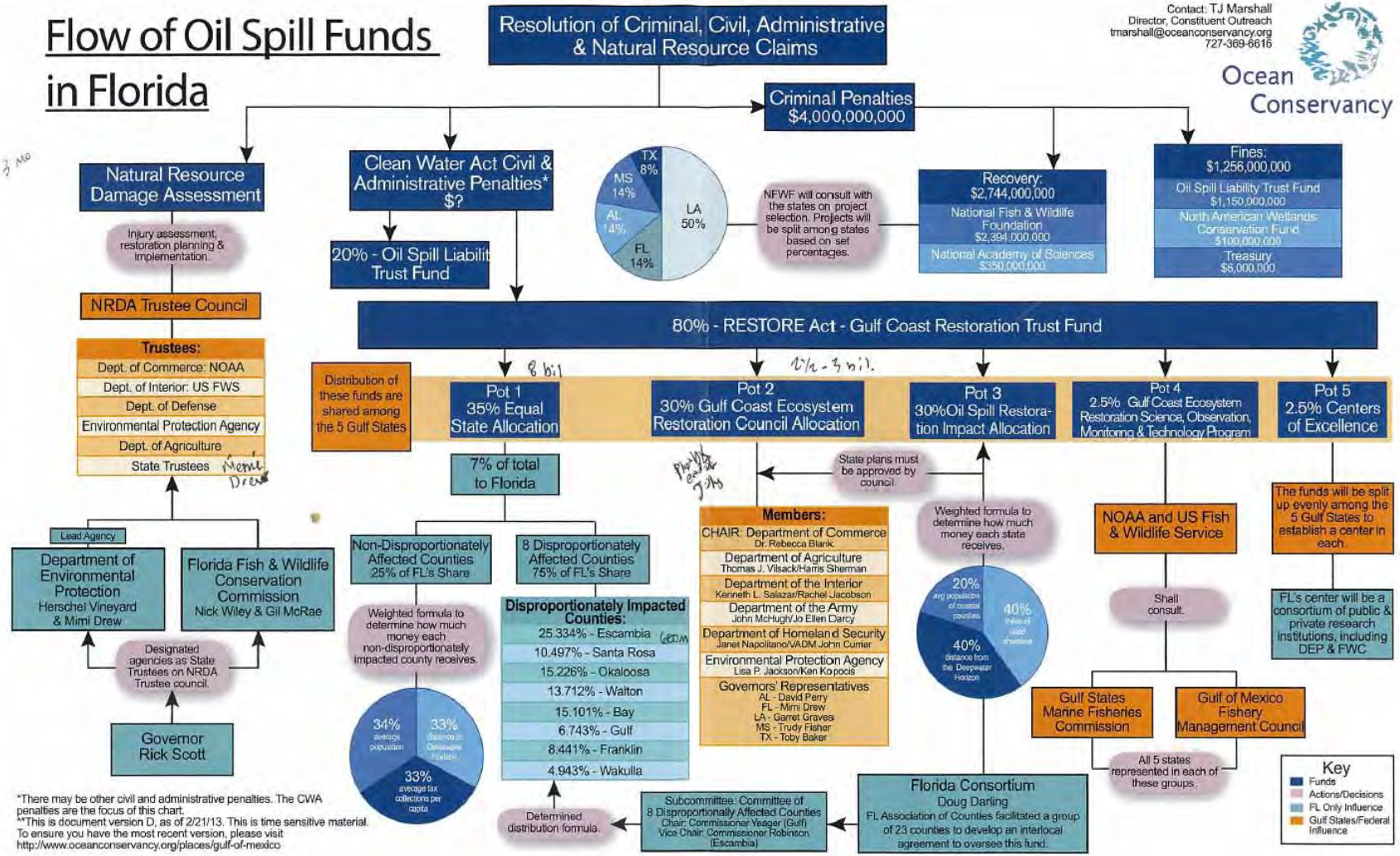
Grant Award Timeline



Reminder 1:
How the money is governed



Flow of Oil Spill Funds in Florida



Contact: TJ Marshall
Director, Constituent Outreach
tmarshall@oceanconservancy.org
727-369-6616

Ocean Conservancy

*There may be other civil and administrative penalties. The CWA penalties are the focus of this chart.
**This is document version D, as of 2/21/13. This is time sensitive material. To ensure you have the most recent version, please visit http://www.oceanconservancy.org/places/gulf-of-mexico

Reminder 2: How funds flow and other pots

my escambia

Reminder 3: Received, Allocated, Proposed and Potential

Region
$77,662,407
Escambia Co
$1,255,721

Region
$10,454,000
Escambia
$11,032,000

Florida
Economic
Restoration
$5B litigation
potential

Regional
$12,032,143
Escambia
$20,742,407
(Proposed)









Total NRDA
$78,918,128

$107,700,285

Total NFWF
$28,782,157

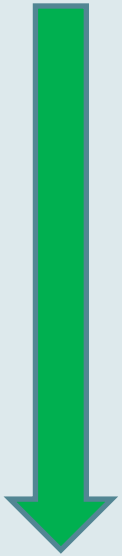
myescambia

Advisory Committee Role

Members

- Alan McMillian – Transportation
- Donald McMahon – Business
- Alvin Coby – At Large
- Tammy Bohannon – Government
- Gregg Beck – Financial
- Christian Wagley – Environment
- Bentina Terry, – City
- Harlan Butler – Citizens
- Michelle Inere - Citizens

Charter



Direct Allocation Primarily

Establish Ranking Criteria

Review Projects

Rank Projects

Develop a Plan

Submit to BCC

Treasury Process

- Only apply for what is in Treasury
- $10.6M in Treasury for Direct Allocation March ’15
- Multiple Amended MYIP’s as funds are received/allocated
- Sub Grants/Contracts Allowed
- Federal procurement regs apply
- Council, State, NFWF are all competitive grants

Ways to Stay in Touch

Website:

http://www.myescambia.com/restore

Email:

RESTORE@myescambia.com

Twitter:

@EscambiaRESTORE

Survey Monkey:

Updates and Alerts:

Step 1: Go to www.myescambia.com

Step 2: Click “Notify Me” on left side

Step 3: Check RESTORE Committee box

Step 4: Enter your email address

Step 5: Click Subscribe

my escambia

Questions?

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-7581 **County Attorney's Report** **12. 1.**
BCC Regular Meeting **Action**
Meeting Date: 02/05/2015
Issue: Schedule a Public Hearing to Consider Amending the Borrow Pit Ordinance
From: Alison Rogers, County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Scheduling of a Public Hearing on February 19, 2015, at 5:32 p.m. for Consideration of Amending the Borrow Pit Ordinance

That the Board authorize scheduling a Public Hearing on February 19, 2015, at 5:32 p.m., for consideration of amending the Borrow Pit Ordinance.

BACKGROUND:

On August 21, 2014 the Board instituted a moratorium on County borrow pit permits while borrow pit regulations were reviewed. This public hearing addresses amendments to the borrow pit ordinance prior to expiration of the moratorium on February 21, 2015.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The ordinance was prepared by County Attorney Alison Rogers and will advertise in the Saturday Edition of the *Pensacola New Journal* on February 7, 2015.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-7585 **County Attorney's Report** **12. 2.**
BCC Regular Meeting **Action**
Meeting Date: 02/05/2015
Issue: Schedule a Public Hearing to Consider Extending a Temporary Moratorium Ordinance on Construction and Demolition Debris (C&DD)
From: Alison Rogers, County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Scheduling of a Public Hearing on February 19, 2015, at 5:33 p.m. for Consideration of Extending a Temporary Moratorium Ordinance on Construction and Demolition Debris (C&DD) and Land Clearing Debris (LCD) Permitting.

That the Board authorize the scheduling of a Public Hearing on February 19, 2015, at 5:33 p.m. for consideration of extending a temporary Moratorium Ordinance on the permitting and re-permitting of Construction and Demolition Debris (C&DD), Land Clearing Debris Facilities and other Landfill Operations.

BACKGROUND:

On August 21, 2014 the Board instituted a moratorium on County construction and demolition debris (C&DD) and land clearing debris (LCD) facility permits. The current moratorium expires on February 21, 2015. This ordinance would allow borrow pits to proceed to permitting after February 21, 2015, but would extend the moratorium for construction and demolition debris (C&DD), land clearing debris (LCD) and other landfill operations until August 21, 2015.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The ordinance was prepared by County Attorney Alison Rogers and will advertise in the Saturday Edition of the *Pensacola News Journal* on February 7, 2015.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Draft Ordinance

ORDINANCE NUMBER 2015-___

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA EXTENDING A TEMPORARY MORATORIUM ON PERMITTING OR RE-PERMITTING CONSTRUCTION AND DEMOLITION DEBRIS FACILITIES, LAND CLEARANCE DEBRIS FACILITIES, AND OTHER LANDFILL OPERATIONS; PROVIDING FOR THE DURATION OF SUCH MORATORIUM; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on August 21, 2014, the Board of County Commissioners of Escambia County adopted Ordinance 2014-31 imposing a temporary moratorium on permitting or re-permitting borrow pits, borrow pit reclamation facilities, construction and demolition debris facilities, land clearing debris facilities and other landfill operations; and

WHEREAS, Escambia County currently requires such facilities to obtain County permits; and

WHEREAS, after receiving public and industry input, the Escambia County Board of County Commissioners believes that additional time is needed to review and determine appropriate revisions to the permitting scheme for construction and demolition debris facilities, land clearing debris facilities and other landfill operations, including but not limited to consideration of requiring segregation of certain materials, pollution liability insurance requirements, and issues related to hydrogen sulfide, vested rights, monitoring and setbacks; and

WHEREAS, the Board finds that no additional moratorium period is necessary for permitting or re-permitting of borrow pits, mining and resource extraction facilities; and

DRAFT

WHEREAS, the Board further finds that a comprehensive review of its codes and regulations is an essential step towards developing, implementing, and enforcing more effective permitting requirements and towards better safeguarding the health and safety of the public; and

WHEREAS, the Board therefore concludes that a temporary moratorium on permitting or re-permitting construction and demolition debris facilities, land clearing debris facilities, and any other landfill operations, is essential to the public health, safety, and welfare because it will allow the Board to require such operations to conform to an anticipated stronger permitting process.

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

Section 1. Chapter 82, Article V, Division 3, Section 82-229 of the Escambia County Code of Ordinances is hereby amended as follows:

Sec. 82-229. CDD and LCD Permit Moratorium.

A. Findings. The foregoing recitation of findings are hereby adopted and incorporated by reference herein as the factual basis which necessitates this action.

B. Declaration of Moratorium.

1. The Board of County Commissioners hereby declares that permitting or re-permitting CDD and LCD facilities, or any other landfill operations, as defined by this Division, shall temporarily cease for the period set forth in subsection C.

2. The moratorium imposed by this ordinance shall prohibit the processing of any applications for the permitting or re-permitting of any CDD or LCD facilities, or any other landfill operations, as defined by this Division, including any application for development review, so that county staff may review and evaluate county ordinances and regulations governing such land uses.

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3. The expiration date for any lawful, active permit or development order for a CDD facility, LCD facility, or any other landfill operation that was issued prior to the effective date of the moratorium shall be tolled during the moratorium.

C. Duration of Moratorium. This moratorium imposed by this ordinance shall commence on ~~August 21, 2014~~ February 21, 2015, and shall automatically expire on ~~February 21, 2015~~ August 21, 2015, unless prior to such expiration, the Board of County Commissioners, after holding a public hearing, finds and determines that it is necessary to extend the moratorium for a limited and specified additional time period or upon adoption of regulations contemplated by the moratorium to prevent adverse off-site impacts and incompatibility of uses.

D. Jurisdiction. This ordinance imposing the foregoing moratorium shall apply to all incorporated and unincorporated areas of Escambia County unless a municipality shall expressly exclude itself by resolution.

Section 3. Severability.

It is declared the intent of the Board of County Commissioners that any subsection, clause, sentence, provision or phrase of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be so construed as to render invalid or unconstitutional the remaining provisions of this ordinance.

Section 4. 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 part of the Escambia County Code; and that the sections of this ordinances 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 intention.

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Section 5. Effective Date.

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

DONE AND ENACTED this ____ day of _____, 2015.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
By: Steven Barry, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

(Seal)

This document approved as to form and legal sufficiency.

By: _____
Title: _____
Date: _____

ENACTED:
FILED WITH DEPARTMENT OF STATE:
EFFECTIVE:

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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-7597 **County Attorney's Report** **12. 3.**
BCC Regular Meeting **Action**
Meeting Date: 02/05/2015
Issue: Authorize the Scheduling of a Public Hearing to consider adopting an Ordinance relating to Ch. 34, Courts, of the Escambia County Code of Ordinances
From: Kristin Hual, Assistant County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Scheduling of a Public Hearing to Consider Adopting an Ordinance Repealing Sec. 34-3 and 34-4, Amending Sec. 34-7, and Creating Sec. 34-11 relating to Chapter 34, Courts, of the Escambia County Code of Ordinances

That the Board authorize the scheduling of a Public Hearing for February 19, 2015, at 5:34 p.m. for consideration of adopting an Ordinance repealing Sec. 34-3 of the Escambia County Code of Ordinances providing for the assessment of additional court cost for teen court programs, repealing Sec. 34-4 of the Escambia County Code of Ordinances providing for the assessment of additional court cost for funding of a juvenile assessment center, amending Sec. 34-7 of the Escambia County Code of Ordinances providing for the assessment of additional court costs, and creating Sec. 34-11 of the Escambia County Code of Ordinances providing for the assessment of court costs for criminal justice education degree programs.

BACKGROUND:

Pursuant to the authority granted in §939.19, Florida Statutes, the Board of County Commissioners previously enacted Part 1, Chapter 34, Sec. 34-3 of the Escambia County Code of Ordinances providing for the assessment of additional court cost for teen court programs, and this provision was duplicated by the subsequent enactment of Sec. 34-8 and 34-9 cited as the “Teen Court Assessment Ordinance.” Pursuant to the authority granted in §939.17, Florida Statutes, the Board of County Commissioners also enacted Part 1, Chapter 34, Sec. 34-4 of the Escambia County Code of Ordinances providing for the assessment of additional court cost for funding of a juvenile assessment center, and the authorizing statute was subsequently repealed. The proposed Ordinance will repeal Sec. 34-3 and 34-4 of the Escambia County Code of Ordinances.

Pursuant to the authority granted in §939.185, Florida Statutes, the Board of County Commissioners previously enacted Part 1, Chapter 34, Sec. 34-7 of the Escambia

County Code of Ordinances providing for the assessment of additional court costs for certain penalties. The proposed Ordinance will amend Sec. 34-7(a) of the Escambia County Code of Ordinances to conform to the requirements set forth in the authorizing statute.

Pursuant to the authority granted in §938.15, Florida Statutes, the Board of County Commissioners is authorized to enact an ordinance providing for an assessment of court costs for criminal justice education degree programs. The proposed Ordinance creating Part 1, Chapter 34, Sec. 34-11 will provide for the collection of such costs.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The proposed Ordinance was drafted by Assistant County Attorney, Kristin D. Hual.

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.

Attachments

Ordinance Amending Ch. 34

ORDINANCE 2015-_____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA REPEALING PART 1, CHAPTER 34, SECTION 34-3 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES PROVIDING FOR THE ASSESSMENT OF ADDITIONAL COURT COST FOR TEEN COURT PROGRAMS; REPEALING SECTION 34-4 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES PROVIDING FOR THE ASSESSMENT OF ADDITIONAL COURT COST FOR FUNDING OF JUVENILE ASSESSMENT CENTER; AMENDING SECTION 34-7 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES RELATING TO THE ASSESSMENT OF ADDITIONAL COURT COST; CREATING SECTION 34-11 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES PROVIDING FOR THE ASSESSMENT OF COURT COSTS FOR CRIMINAL JUSTICE EDUCATION DEGREE PROGRAMS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to the authority granted in §939.19, Florida Statutes, the Board of County Commissioners previously enacted Part 1, Chapter 34, Sec. 34-3 of the Escambia County Code of Ordinances providing for the assessment of additional court cost for teen court programs; and

WHEREAS, this provision was duplicated by the subsequent enactment of Sec. 34-8 and 34-9 cited as the “Teen Court Assessment Ordinance”; and

WHEREAS, pursuant to the authority granted in §939.17, Florida Statutes, the Board of County Commissioners previously enacted Part 1, Chapter 34, Sec. 34-4 of the Escambia County Code of Ordinances providing for the assessment of additional court cost for funding of a juvenile assessment center; and

WHEREAS, the authorizing statute was subsequently repealed; and

WHEREAS, the Board of County Commissioners finds that the repeal of Sec. 34-3 and 34-4 of the Escambia County Code of Ordinances serves an important public purpose; and

WHEREAS, pursuant to the authority granted in §939.185, Florida Statutes, the Board of County Commissioners previously enacted Part 1, Chapter 34, Sec. 34-7 of the Escambia County Code of Ordinances providing for the assessment of additional court costs for certain penalties; and

WHEREAS, the Board of County Commissioners finds that Sec. 34-7(a) of the Escambia County Code of Ordinances relating to the assessment of additional court cost for certain penalties requires amendment to conform to the requirements set forth in the authorizing statute; and

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WHEREAS, the Board of County Commissioners further finds that the proposed amendment to Sec. 34-7(a) serves an important public purpose; and

WHEREAS, pursuant to the authority granted in §938.15, Florida Statutes, the Board of County Commissioners is authorized to enact an ordinance providing for an assessment of court costs for criminal justice education degree programs; and

WHEREAS, the Board of County Commissioners finds that the proposed Ordinance creating Part 1, Chapter 34, Sec. 34-11 to provide for the collection of such costs serves an important public purpose.

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

Section 1. Repealer. Part 1, Chapter 34, Sec. 34-3 of the Escambia County Code of Ordinances providing for the assessment of additional court cost for teen court programs is hereby repealed in its entirety.

Section 2. Repealer. Part 1, Chapter 34, Sec. 34-4 of the Escambia County Code of Ordinances providing for the assessment of additional court cost for funding of juvenile assessment center is hereby repealed in its entirety.

Section 3. Part 1, Chapter 34, Sec. 34-7(a) of the Code of Ordinances of Escambia County, Florida relating to the assessment of additional court cost for certain penalties is hereby amended to read as follows:

Sec. 34-7. Assessment of additional court cost.

(a) Assessment Imposed. Pursuant to the authority granted under F.S. § 939.185, as created by Chapter 2003-402, Laws of Florida, the board of county commissioners hereby assesses an additional court cost of $65.00 to be imposed by the court when a person pleads guilty or nolo contendere to, or is found guilty of, or adjudicated delinquent for, any felony, misdemeanor, or criminal traffic offense under the laws of this state. Such additional assessment shall be accounted for separately by the county and shall be used only in it. This assessment shall be allocated as follows:

(1) Twenty-five percent of the amount collected shall be allocated to fund innovations to supplement state funding for the elements of the state courts system identified in F.S. § 29.004, and county funding for local requirements under F.S. § 29.008(2)(a)2.

(2) Twenty-five percent of the amount collected shall be allocated to assist the county in providing legal aid programs required under F.S. § 29.008(3)(a).

(3) Twenty-five percent of the amount collected shall be allocated to fund personnel and legal materials for the public as part of the county law library.

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(4) Twenty-five percent of the amount collected shall be used as determined by the board of county commissioners to support teen court programs, juvenile assessment centers, and other juvenile alternative programs.

Section 4. Part 1, Chapter 34, Sec. 34-11 of the Code of Ordinances of Escambia County, Florida providing for the assessment of court costs for criminal justice education degree programs is hereby created to read as follows:

Sec. 34-11. Assessment of court costs for criminal justice education degree programs.

(a) *Assessment of court cost.* Pursuant to F.S. §938.15, every person convicted for violation of a state penal or criminal statute or convicted for violation of a municipal or county ordinance shall, in addition to any fine or other penalty provided for in F.S. §938.01, be required to pay an additional two dollars ($2.00) as a court cost. In addition, two dollars ($2.00) shall be deducted from every bond estreature or forfeited bail bond related to such penal statutes or ordinances. However, no such assessment shall be made against any person convicted for violation of any state statute, municipal ordinance, or county ordinance relating to the parking of vehicles.

(b) *Distribution of Funds*. The court shall order payment of this additional court cost in all matters subject to this provision and the Clerk of Court shall distribute the funds as directed by the board of county commissioners.

(c) *Purpose of Proceeds.* All funds collected pursuant to this provision shall be used for expenditures for criminal justice education degree programs and training courses, including basic recruit training, for the officers and support personnel in accordance with F.S. §938.15.

Section 5. Severability.

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

Section 6. Inclusion in the Code.

It is the intent of the Board that the provisions of this Ordinance shall become and be made part of the Official Records of Escambia County and a codification of such ordinances shall be kept by the Clerk of the Circuit Court.

Section 7. Effective Date.

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

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DONE AND ENACTED this _____ day of _____ 2015.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

ATTEST: PAM CHILDERS
Clerk of the Court

By: _____
Deputy Clerk

(SEAL)

ENACTED:
FILED WITH THE DEPARTMENT OF STATE:
EFFECTIVE DATE:

DRAFT

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-7545 **County Attorney's Report** **12. 4.**
BCC Regular Meeting **Action**
Meeting Date: 02/05/2015
Issue: Conflict Waiver Request from Sirote & Permutt, PC
From: Stephen West, Senior Assistant County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Conflict Waiver Request from the Law Firm of Sirote & Permutt, P.C.

That the Board take the following action:

A. Authorize a conflict waiver for Sirote & Permutt, PC in connection with a foreclosure action brought on behalf of U.S. Bank, N.A., against Carissa Day on property located at 5001 Grande Drive, Unit 1121, Pensacola, Florida 32504; and

B. Authorize the County Attorney to prepare and transmit a letter to Sirote & Permutt, PC that confirms the Board's conflict waiver.

BACKGROUND:

Sirote & Permutt, PC has been tentatively retained by U.S. Bank, N.A. to bring a foreclosure action against Carissa Day. U.S. Bank, N.A. holds a first mortgage on Ms. Day's property at 5001 Grande Drive, Unit 1121, Pensacola, FL 32504. The County holds a second and third mortgage on the property, which will likely be eliminated in the foreclosure action regardless of the attorney that handles the foreclosure on behalf of U.S. Bank, N.A. The waiver is necessary because Sirote & Permutt, PC has previously handled other foreclosure actions on behalf of the County.

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

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-7607 **County Attorney's Report** **12. 5.**
BCC Regular Meeting **Action**
Meeting Date: 02/05/2015
Issue: Settlement of Workers' Compensation Claims Involving Anthony Jordan
From: Charles Peppler, Deputy County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Settlement of Workers' Compensation Claims Involving Anthony Jordan

That the Board approve a settlement of Anthony Jordan's worker's compensation cases for a total sum of $121,750 in exchange for the execution of a general release of all claims.

BACKGROUND:

The claimant, Anthony Jordan, is a 50-year-old former Escambia County Sheriff's Department police officer born on May 30, 1964. He first obtained employment with the Sheriff's Department on December 2, 1996. Mr. Jordan retired from the Sheriff's Department sometime in 2014 and is currently employed with the State of Florida Department of Insurance Fraud. The claimant's average weekly wage, based on wages alone is $837.82 per week. The compensation rate is $522 per week.

On March 12, 1999, while in the course and scope of his employment the claimant was involved in a motor vehicle accident which led to him being knocked unconscious. The claimant was taken via ambulance to Sacred Heart Hospital where he was treated and released. The claimant also had several other dates of accident that were previously closed. Those dates include April 19, 1998, December 26, 1998, July 19, 1999, September 11, 2000, September 9, 2003 and March 8, 2005. This settlement will resolve all claims/accidents. As a result of these accidents, Mr. Jordan has received extensive medical treatment, a summary of which can be obtained by contacting the County Attorney's Office.

This recommendation for settlement is predicated upon the recommendation of George H. Helm, III, an experienced worker's compensation attorney retained by the County's excess carrier for worker's compensation cases. According to Mr. Helm, the claimant has a life expectancy of approximately 28 years. The payout ledger shows that over the past 3 years more than $52,000 in medical expenses has been paid. The

average is approximately $17,350 per year, although more recently the rate of expenditure dramatically increased due to numerous pain injection procedures and other medical treatment. While Mr. Helm does not believe this rate of expense can continue indefinitely, there is exposure to approximately $486,000 in medical expenses. Even if recent increases in medical expenses are eliminated, the claimant's life expectancy could result in approximately $299,000 in medical expenses.

Settlement of $121,750 represents a significant savings in medical costs. Moreover, Mr. Jordan has a chronic back condition that may worsen with time. If this claim remains open, and the claimant retires, he could pursue and obtain permanent and total disability benefits (PTD) if he can show his injuries prevented him from engaging in employment. 20 years of PTD benefits starting 10 years from now, without even considering supplementals, will have a present value of approximately $256,500 based on a 4% discount factor. Therefore, it is likely that, according to Mr. Helm, potential exposure on this claim is approximately $555,000.

Mr. Jordan's claims payout previously reached the limit of County's self-insured retention. All settlement monies should be reimbursed by the excess insurer. A total settlement in the sum of $121,750 will include execution by Mr. Jordan of a release of all workers' compensation and other civil claims.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

This recommendation was reviewed by Charles V. Peppler, Deputy County Attorney and it appears in accord with other recommendations made by Mr. Helm on behalf of the County.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.
