



## **AGENDA**

### **COMMITTEE OF THE WHOLE WORKSHOP BOARD OF COUNTY COMMISSIONERS**

Board Chambers  
Suite 100  
The Ernie Lee Magaha Government Building  
221 Palafox Place

April 11, 2013  
9:00 a.m.

Notice: This meeting is televised live on ECTV and recorded for rebroadcast on the same channel. Refer to your cable provider's channel lineup to find ECTV.

1. Call to Order  
  
(PLEASE TURN YOUR CELL PHONE TO THE SILENCE OR OFF SETTING.)
2. Was the meeting properly advertised?
3. Pensacola Bay Center Capital Improvements  
(George Touart/Amy Lovoy/Cyndee Pennington - 20 min)
  - A. Board Discussion
  - B. Board Direction
4. Ice Flyers' Contract  
(Amy Lovoy - 30 min)
  - A. Board Discussion
  - B. Board Direction
5. Library System Update  
(Alison Rogers/Amy Lovoy - 30 min)
  - A. Board Discussion
  - B. Board Direction
6. Investment Advisory Committee  
(The Honorable Pam Childers - 10 min)
  - A. Board Discussion
  - B. Board Direction

7. Natural Gas Franchise Agreements (NO BACKUP PROVIDED)  
(Alison Rogers - 15 min)
  - A. Board Discussion
  - B. Board Direction
  
8. Solid Waste Management Update (NO BACKUP PROVIDED)  
(Patrick T. Johnson - 30 min)
  - A. Board Discussion
  - B. Board Direction
  
9. Adjourn

**Committee of the Whole**

**3.**

**Meeting Date:** 04/11/2013

**Issue:** Pensacola Bay Center Capital Improvements

**From:** Amy Lovoy, Department Head

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**Information**

**Recommendation:**

Pensacola Bay Center Capital Improvements

(George Touart/Amy Lovoy/Cyndee Pennington - 20 min)

A. Board Discussion

B. Board Direction

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**Attachments**

Bay Center Capital Improvements

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## 10 MILLION CAPITAL IMPROVEMENT

Phase 1	Phase 2	Phase 3
<b>LIFE SAFETY</b> Retractable Seating 445,000 Exterior Doors 302,000 Parking Lot - Resurfacing 97,000 Ecoglow for Steps 76,000 Traction Coating - Arena Steps 26,000	<b>BUILDING INFRASTRUCTURE</b> IT (Computers) 75,000 Key Entry System 20,000 New Generator 150,000 Box Office & Plaza Signage 30,000 Restrooms - Front of House 700,000 Acoustic Walls - Arena 1,000,000 Carpeting - Public Areas 200,000 Admin Roll Up Door 10,000 Scoreboard 1,000,000 Venue Lighting (In/Out) 200,000 Restrooms Upgrade - Back of House 150,000 ADA Improvements 95,000	<b>BUILDING INFRASTRUCTURE</b> Loading Dock - Ramp 50,000 Bus Compound - Stars 100,000 Freight Elevator 500,000 Box Office Remodel (East) 50,000 Outdoor Lighting 500,000 Venue Lighting (In/Out) 200,000 Marquee 500,000 Ceiling Tile 15,000
<b>BUILDING INFRASTRUCTURE</b> Airwall Upgrade 12,000 Beer Draft System Replacement 28,500 Concession Stand Upgrade 240,000 ADA Improvements 120,000 Sound System Replacement - Meeting Rooms 17,000 Kitchen Equipment and Upgrade 78,500 Venue Lighting (In/Out) 195,000 Show Power Upgrade 26,000 Sound Upgrade - Arena 285,000 Restrooms Upgrade - Back of House 196,000 HVAC Controls 48,000 Boilers Replacement (2) 84,000	<b>ENHANCEMENTS</b> Replace Main Entrance Hallway Art 10,000 Painting - Interior 150,000 Outside Property Enhancement 48,000	<b>ENHANCEMENTS</b> Painting - Exterior 500,000 Promoter Room 30,000 Hall of Fame Room 10,000
<b>ENHANCEMENTS</b> Outside Property Upgrades 48,000 Fencing Replaced & Upgraded 98,000 Painting - Interior Rails 17,000 Painting - Interior 145,000 Concreate Seal & Stain - Back of House 23,000	<b>EQUIPMENT</b> Box Truck 35,800 Ice Machine Replacement 26,600 Rolling Stage 58,000 Fork Lift 26,000 Scissor Lift 41,000 Event Curtain Replacement 57,000 Truss System & Lighting 68,000 Digitals Boards in Arena 245,000	<b>EQUIPMENT</b> Carpet Cleaner 10,000 Furniture 50,000 Tables 22,000 Table Skirt 7,500 Podium 10,000 Pipe & Drape 50,000
<b>HOCKEY</b> Hockey Mats 15,000 Zamboni 60,000 Ice Pro 200,000 Ice Painting 10,000 Ice Plant Compressors 60,000 Ice Skates & Bumpers 15,000 Corner Ramps (Ice Rink) 11,000	<b>EQUIPMENT</b> Commercial Washer/Dryer 10,000 Passenger Van 35,000 Trashcans 30,000	
Phase 1 3,535,400	Phase 2 3,913,000	Phase 3 2,604,500

**GRAND TOTAL 10,052,900**



## Life Safety

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### Retractable Seating

- used for 90% of our events
- approaching 20 years old
- mechanics are starting to fail
- replacement parts for the seats, the rails and the emergency lighting are no longer manufactured for repair or replacement
- replacing will upgrade the life safety standard and reduce exposure for slips, trips and falls

### Exterior Doors

- 134 exterior, glass doors
- 28 years old
- have to chain and lock each door to adequately secure the venue
- will save money by increasing the energy efficiency with proper seals around doors

### Parking Lot – Resurfacing

- three paved parking lots, and two that need to be completely re-surfaced.
- substantial deterioration and cracks that reach up to 6 inches in depth
- trip hazard and life safety issue

### Arena Steps & Eco-Glow

- anti-slip protective coating has worn dangerously thin
- increases slips and falls
- need to recoat all the stairs in the arena
- Eco – Glow upgrade will illuminate the stairs even when lights are down.
- replace current surface and upgrade life safety standard to reduce exposure for slips, trips, and falls

## Building Infrastructure

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### Airwall Repair

- meeting room airwalls replaced in 2004
- perimeter casings which store the walls are becoming separated from the drywall

### Beer Draft System

- been replaced one time since the original installation of the system in 1985
- replacement of all six line bundles from the interior of the beer coolers to the tower heads of the concession stands is needed
- aged system develops air leaks in the lines which results in foaming beer when poured thus reducing yield, revenue and profits
- interior of the beer lines are shedding plastic coating causing the beer lines to clog



### **Concession Stand Upgrade**

- not received any substantial upgrades or improvements in 28 years
- digital menu boards will allow us to present dynamic and diverse food and beverage options for events
- boards offer the opportunity to increase revenue through advertising signage
- current concession equipment limits food and beverage choices at our stands
- everything is prepared in the kitchen and transported to all 6 stands via our two public elevators
- decreases our productivity, as some stands can run out of items before we are able to replenish them
- decreases revenue
- negatively effects the customer experience

### **ADA Improvement**

- ADA standards changed over the years and improvements need to be made
- automated door openers, listening devices, visual cue systems, restroom stalls and fixtures, concession stand counters, arena floor seating platforms, evacuation chairs, low profile cable coverings, ice dam ramps, staging ramps, etc

### **Sound – Meeting Rooms**

- original system
- poor sound quality
- faulty equipment
- dry rotted and blown speakers due to age
- system bleeds over to adjoining rooms

### **Kitchen**

- walk-in cooler is original to the facility and is no longer able to cool properly
- walls and shelving are deteriorating with rust
- dishwasher is original equipment installed in 1985
- equipment continues to malfunction and some repair parts are not available off the shelf, rather must be manufactured from scratch
- brittle wiring caused by continuous years of heat, make the ovens short out

### **Venue Lighting (In/Out)**

- upgrade fixtures
- replace existing with energy efficient bulbs
- increased illumination for safety
- CFL vs. fluorescent-more light, less energy use, longer life

### **Show Power Upgrade**

- increase life safety
- not up to industry standards with both connection equipment and the connect and disconnect process

### **Sound – Arena**

- installed 15 years ago
- substantial wear and tear on the speaker cones/clusters and is labor intensive and expensive to replace
- new system will be modernize, improve flexibility and increase inventory for revenue source



### **Restrooms – Stars**

- existing fixtures are 28 years old
- parts not available for repair or replacement

### **HVAC Controls**

- upgrades to optimize energy use and operational efficiencies of the facility
- reduce energy consumption

### **Boilers (two)**

- can no longer get replacement parts
- constant issues with leaking and maintaining a consistent water temperature for heating
- one side of the boiler has corrosion due to poor insulation.
- need to replace these boilers with a more advanced and newer technology that will require less maintenance with normal wear and tear

## **Enhancements**

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### **Outside Property Enhancement**

- outside landscaping is one of the first things that patrons see when coming to our building
- provide our building with the much needed upgrade to join the revitalization and modernization of Downtown Pensacola and the surrounding areas

### **Parking Lot – Fencing**

- original to the venue
- replace and upgrade the fencing to a more durable material... that not only secures the premises, but also gives the classic, professional and manicured appearance that this building deserves

### **Painting – Interior Rails**

- rails have been maintained but take a substantial amount of product and labor to update
- current conditions are a safety hazard resulting in slips and falls
- updating them will increase life safety and modernize our building

### **Painting – Interior**

- interior paint is currently out of date, deteriorated, missing and an eye sore
- repainting the interior will modernize the building to compete with like venues for customer experience

### **Concrete Stain – BOH**

- will improve the appearance of a high traffic area
  - reduce maintenance, labor, equipment and supply expenses
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## Equipment

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### Box Truck

- use a 1994 Dodge Ram 350 Extended Van that has proven to be unreliable
- fails while transporting food
- brakes will lock up on initial use
- leaking has occurred due to a rusting roof, which has been temporarily repaired
- reliable box truck would provide the appropriate, safe means of transportation, which would enable us to continue to conduct an offsite catering program that directly benefits the County's bottom line.

### Ice Machines (six)

- 6 machines have exceeded their mechanical useful life
- replacement needed to avoid costly repairs that average \$800.00 to in excess of \$1,000.00 dollars per repair

### Rolling Stage

- increases flexibility for stage placement during conversions from event to event
- increases staging and set up abilities to update towards the industry trends and better attract and serve touring shows
- decreases labor time and expense for the venue and touring shows, helping provide better incentives for shows to play the venue

### Fork Lift

- reduce labor expenses on conversions
- increase revenue for in house equipment rentals
- upgrade and replace equipment for maintaining the facility
- increase life safety with updated lift technology

### Scissor Lift

- increase revenue for in house equipment rentals
- upgrade and replace equipment for maintaining the facility
- will increase life safety with updated lift technology

### Event Curtain

- majority of our curtain is 28 years old and has deteriorated due to usage almost to a point where it is not usable
- substantial rips and tears
- impacts our existing annual events, which will decrease our revenue and ability to compete for future shows





### **Truss System & Lighting**

- some truss for curtain system, no lighting at all
- increases flexibility for arena configuration in multi-use formats from concerts, to formal balls, to large meeting functions, and expos
- better attract and serve touring shows with in-house inventory that is revenue producing for the venue while reducing expenses for the incoming events

### **Digital Boards in House**

- facilities of our size have much more advanced systems that sponsors and potential sponsors are accustomed to receiving
  - upgrading our current advertising panels, we will be able to increase revenue for the venue by an estimated \$100,000 per year.... or more
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## Hockey

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### Hockey Mats

- most of the matting for the locker rooms, hallways, and entrances for skaters is original when the ice was installed in the mid 90's
- wear and tear on the mats have reached their usefulness
- critical piece of equipment in order to maintain the ice sheet
- increases life safety and function of the locker rooms spaces for ice related activities

### Zamboni

- approaching 20 years and the extent of the life cycle
- most ice sheets that host professional or semi professional teams have 2 zamboni's, we only have 1
- critical piece of equipment in order to maintain the ice sheet

### Ice Pro

- decking that covers the ice in order to host events during the ice season
- approaching 15 years and the extent of the life cycle
- critical piece of equipment in order to produce events in a multi-use format for almost 8 months of the year while maintaining the ice sheet
- no replacements have been made, rather sheets were altered to make safe and useful and no further adjustments are available and full replacement is needed

### Ice Painting

- adds equipment with up to date technology to reduce labor expenses and efficiency of ice installations

### Ice Plant Compressors

- system is failing and reaching the extent of the life cycle
- update technology from a discontinued refrigerant (R-22)
- increase efficiency, realize cost savings, and go green

### Ice Skates & Bumpers

- 85% of the inventory is original and approaching 15 years old
- will replace and increase inventory for revenue producing activities
- increase life safety with new equipment and updated technology

### Corner Ramps (Ice Rink)

- transitions for the public access points from the ground floor, over the ice dam and onto the ice pro covering
- steel ramps covered with carpeting were the industry standard and what we have been using, they are no longer suitable or safe
- critical piece of equipment in order to produce events in a multi-use format for almost 8 months of the year while maintaining the ice sheet
- Increases life safety and accessibility of the venue

**Committee of the Whole**

**4.**

**Meeting Date:** 04/11/2013

**Issue:** Ice Flyers' Contract

**From:** Amy Lovoy, Department Head

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**Information**

**Recommendation:**

Ice Flyers' Contract

(Amy Lovoy - 30 min)

A. Board Discussion

B. Board Direction

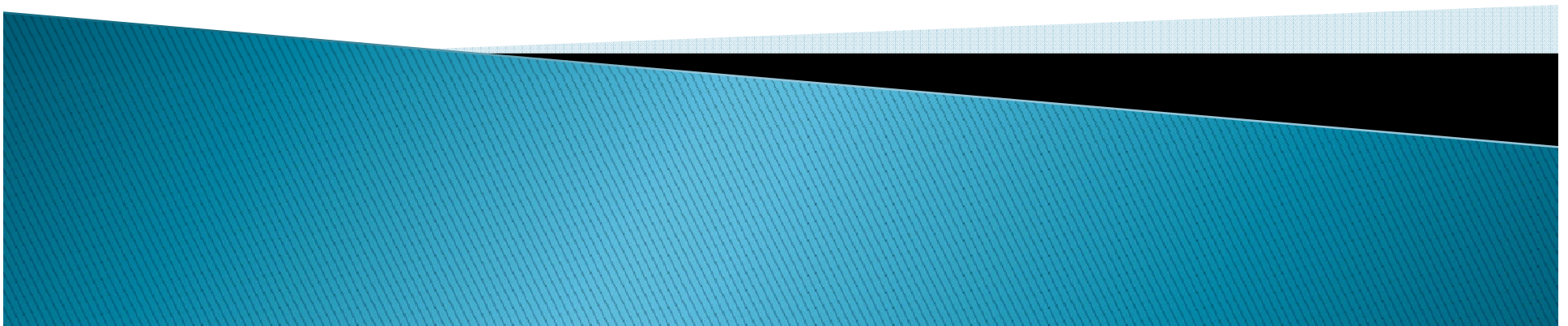
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**Attachments**

Pensacola Ice Flyers

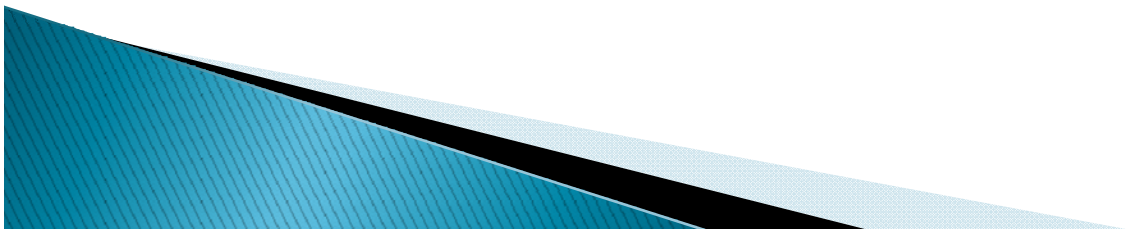
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# Pensacola Ice Flyers



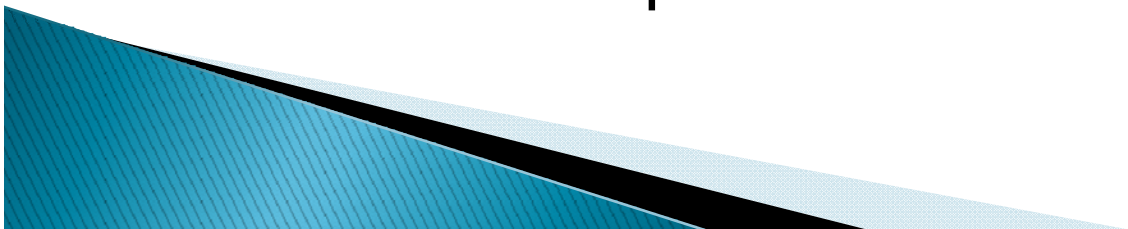
# Current Contract

- ▶ The contract with the Pensacola Ice, LLC expires at the end of the current hockey season.
- ▶ There is an option to extend the contract for two years upon mutual agreement of the parties.



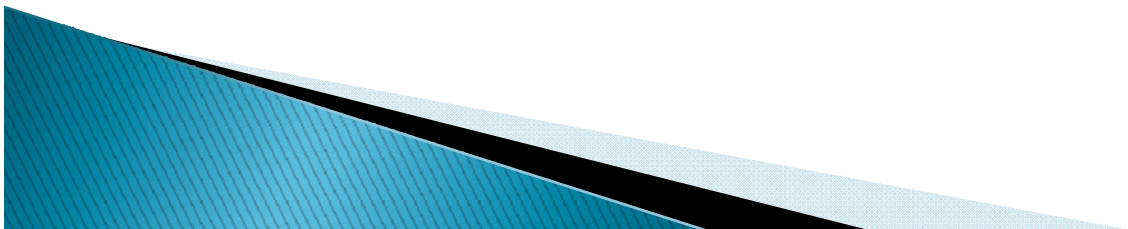
# Terms of the Current Contract

- ▶ \$2,000 per home game plus \$3.00 per ticket sold.
- ▶ The Team is entitled to 150 parking spaces free of charge in a designated area during home hockey games and 10 spaces all other times unless required by the Bay Center for events.
- ▶ Team can sell advertising packages on the center hung ice scoreboard and available permanent signage. Any revenues generated from these sales will be split with the County 65%/35%.



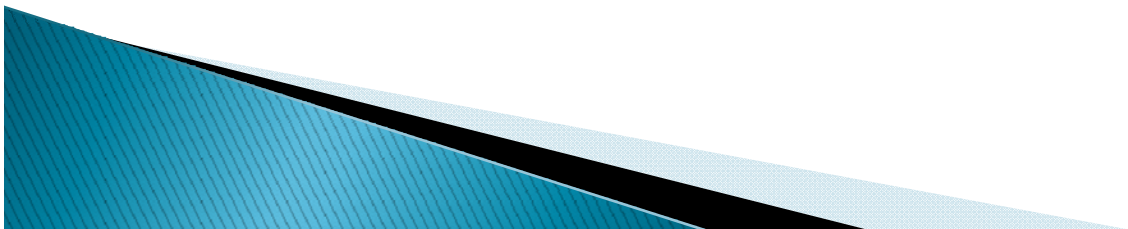
# Terms of the Current Contract

- ▶ Team can sell advertising packages on the hockey dasher board signage, zamboni signage and ice floor signage. All revenues generated from these sales will be retained by the team.
- ▶ Team can sell all temporary signs and banners. All revenues generated from these sales will be retained by the team.
- ▶ Team has the right to 1,500 complimentary tickets per game. County receives \$1.00 per tick for complimentary tickets in excess of the allotted 1,500.



# Effect on the Finances of the Bay Center

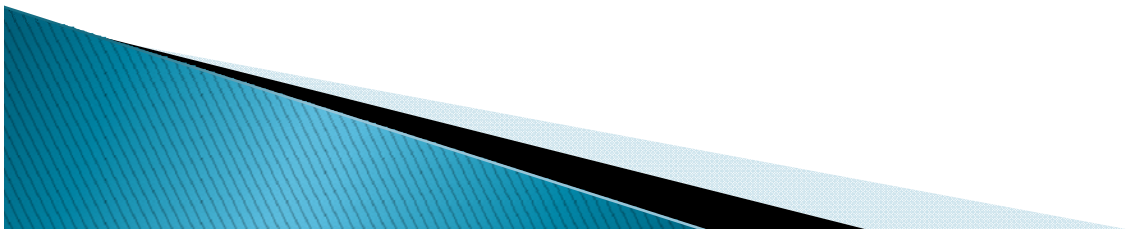
- ▶ 2010 – \$92,885 loss
- ▶ 2011 – \$141,172 loss
- ▶ 2012 – \$56,217 loss



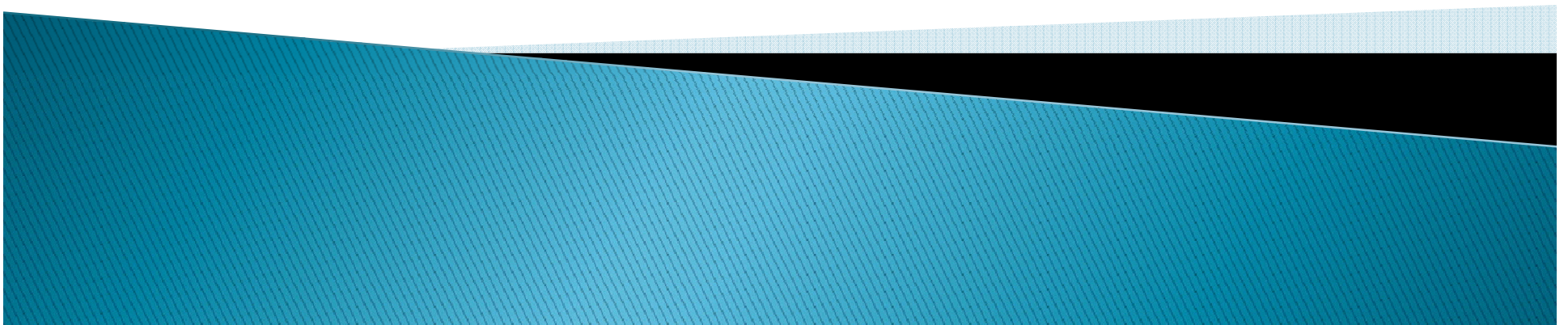


# Attendance

- ▶ 2010 – 75,156
- ▶ 2011 – 67,636
- ▶ 2012 – 77,941



# Board Direction



**Committee of the Whole**

**5.**

**Meeting Date:** 04/11/2013

**Issue:** Library System Update

**From:** Amy Lovoy, Department Head

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**Information**

**Recommendation:**

Library System Update

(Alison Rogers/Amy Lovoy - 30 min)

A. Board Discussion

B. Board Direction

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**Attachments**

Interlocal Agreement - Strikethrough and Underline Version

Interlocal Agreement - Clean Version

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**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

**INTERLOCAL AGREEMENT BETWEEN ESCAMBIA COUNTY AND  
THE CITY OF PENSACOLA RELATING TO THE WEST FLORIDA  
PUBLIC LIBRARY SYSTEM**

**THIS AGREEMENT** is made this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between the County of Escambia, a political subdivision of the State of Florida with an administrative address of P.O. Box 1591, Pensacola, Florida, 32597-1591, its successors and assigns (hereinafter, the "County"), acting through its Board of County Commissioners, and the City of Pensacola, a Florida municipal corporation created and existing under the laws of the State of Florida, with administrative offices at 222 West Main Street, Pensacola, Florida 32502 (hereinafter referred to as the "City").

**WITNESSETH:**

**WHEREAS**, the Parties, as local governmental units of the State of Florida, have legal authority to perform general government services within their respective jurisdictions; and

**WHEREAS**, the Parties are authorized by §§163.01, Florida Statutes, et seq., to enter into Interlocal Agreements and thereby cooperatively utilize their governmental powers and available resources in the most efficient manner possible; and

**WHEREAS**, the West Florida Regional Public Library System provides library services to residents throughout the unincorporated areas of Escambia County and the corporate limits of the Town of Century and the City of Pensacola; and

**WHEREAS**, the County and City previously entered into an Interlocal Agreement, dated June 21, 2001, designating the City as the administrator of the Library System and establishing a joint funding mechanism whereby each contributed funds on a per capita basis pursuant to a specified funding formula; and

**WHEREAS**, the County previously enacted an Ordinance creating a Municipal Services Taxing Unit (MSTU) for the purpose of funding library services within the unincorporated areas of Escambia County; and

**WHEREAS**, the City has authorized the inclusion of the corporate limits of the City of Pensacola as part of the geographical area of the MSTU for the purpose of funding library services within the corporate limits of the City of Pensacola; and

**WHEREAS**, due to increasing budgetary constraints, the Parties recognize the most viable means to provide continued funding for the West Florida Library System is through a countywide MSTU assessment imposed for the purpose of funding library services; and

**WHEREAS**, the Parties recognize the most efficient and effective manner to provide continued operation of the West Florida Library System is to transfer all administrative and operational functions to the County; and

**WHEREAS**, the County is willing and able to administer and fund the West Florida Library System subject to the terms and conditions herein set forth.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and of the mutual benefits to flow each unto the other, and for other good and valuable consideration, the 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 incorporated into this Agreement.

**Section 2. Purpose of Agreement.**

Pursuant to §§163.01, Florida Statutes, et seq., this Agreement establishes the conditions, extent, and mechanism whereby the County will provide library services, within Escambia County and the corporate limits of the Town of Century and the City of Pensacola.

**Section 3. Term of Agreement.**

This Agreement shall commence on October 1, 2013, and remain in full force and effect until terminated as provided herein.

**Section 4. Responsibilities of the Parties.**

4.1 Funding. Effective October 1, 2013, all funding for the Library System shall be allocated by the County on an annual basis in an amount equal to that which is collected from the countywide MSTU assessment for library services. The County shall reserve the right to retain up to 5% of said funding as reimbursement for administrative costs incurred as a result of the Agreement.

Within one hundred and twenty days (120) days from September 30, 2013, the City shall transfer to County all remaining funds reserved in the West Florida Library Fund and applicable grant funding from the State Aid to Libraries Grant Program. Said transfer of funding shall not be less than the total value of the accrued leave liability for employees of the library system as of September 30, 2013.

4.2 Operational Expenses. Effective October 1, 2013, the County shall be responsible for payment of all Operational Expenses and such other services provided pursuant to this agreement as approved in the Annual Budget adopted by the Escambia County Board of County Commissioners. For the purpose of this agreement, "Operational Expenses" shall include all employee wages and forms of compensation for library

personnel; applicable insurance costs; utilities; rents and leases; office supplies; and any other charges, costs or expenses incident to the operation of the library system.

4.3 Assets. The use of all Library System physical assets shall be granted to the County at no cost or expense to County, including, but not limited to, any real property, structures and appurtenances, and tangible personal property on Library System premises.

4.4 Asset Use. Any buildings or other personal property acquired by County as part of the Library System physical assets shall be used exclusively in perpetuity for the Library System. If, for any reason, any building or property utilized as part of the Library System is no longer utilized by the County as a public library facility or in the event this agreement is terminated pursuant to this agreement then such building or property shall be returned to the original owner.

4.5 Personnel. Effective October 1, 2013, all current Library System employees without any prior unsatisfactory performance evaluations or record of disciplinary action shall be transferred to the County at the same rate of compensation. All Library System employees hired after the effective date of this Agreement shall be County employees. As County employees, all Library System personnel shall be eligible for Escambia County employee benefits. The County shall not be responsible for providing employee benefits in excess of any benefits currently provided to eligible County employees. All part time Library System personnel shall be eligible for Escambia County part time employee benefits.

4.6 Director. Effective October 1, 2013, the County shall employ a Director with demonstrated experience in library operations who shall be known as the Director of the West Florida Public Library System. The Director shall be an employee of the County and be responsible for the administration and supervision of all branch libraries and personnel. The Director shall carry out policy as established by the West Florida Public Library Board of Governance under the direction of the County Administrator.

4.7 Library System Branches. The following facilities shall comprise the Library System:

City owned facilities-

Downtown Library located at ~~200 West Gregory~~ 239 North Spring Street  
Tryon Branch located at 1200 Langley Avenue

Third party owned facilities-

Westside Branch located at 1580 West Cervantes Street  
West Florida Genealogy Library located at 5740 North 9<sup>th</sup> Avenue

County owned facilities-

Southwest Branch located at 12248 Gulf Beach Highway  
Century Branch located at 7991 North Century Boulevard

Molino Branch located at 6450 Highway 95-A North

Additional branches, including, but not limited to, the Legion Field Neighborhood Resource Center, may be included as part of the Library System upon mutual agreement of the Parties and by written amendment to this Agreement.

~~The County shall retain the discretion to terminate the third party lease agreement for the Westside Branch facility located at 1580 West Cervantes Street and discontinue operations. All library system assets on the premises would then be consolidated into other library system branch facilities.~~

The County shall assume the operation of the Westside Branch facility located at 1580 West Cervantes Street and the West Florida Genealogy Branch facility located at 5740 North 9<sup>th</sup> Avenue contingent upon negotiating suitable lease agreements with the respective property owners. The County shall retain the discretion to discontinue operations at the third party owned facilities and consolidate all library system assets into the remaining library system facilities.

4.8 Information Technology. Effective October 1, 2013, the County shall be responsible for information distribution technologies for all Library System facilities, including, but not limited to, support and management of computer hardware, software, electronics, semiconductors, internet, telecom equipment, and other network components.

4.9 Capital Improvements. The County shall not be responsible for capital improvements for City owned Library System facilities.

For the purpose of this Agreement, "Capital Improvements" shall mean all equipment, machinery, appurtenances, improvements, alterations, systems, including but not limited to, plumbing, electrical, wiring and conduits, heating and air conditioning systems, and items of identical or similar nature and character, having a purchase price of greater than five thousand dollars (\$5,000.00), and a life expectancy of greater than five (5) years.

4.10 Facilities Maintenance. Effective October 1, 2013, except as otherwise noted herein, the County shall be responsible for general maintenance for all Library System facilities, including, but not limited to, custodial maintenance, equipment maintenance, digital direct control monitoring and life safety services inspection, pest control, chemical treatment, waste disposal, and grounds keeping.

For the purpose of this Agreement, "General Maintenance" shall mean the repair and replacement of parts, servicing, adjustment and rehabilitation of parts and components associated with the routine upkeep and cleaning of Library System facilities which is reasonably necessary to maintain a high level of service and which is aesthetically pleasing and consistent with prudent industrial practice, product

specifications and design, manufacturer's recommendations, and promotion activities. The provision of general maintenance shall not include any capital improvements.

The City shall be responsible for providing grounds keeping at the Tryon Branch located at 1200 Langley Avenue for which County shall reimburse the City for related costs on a monthly basis in an amount not to exceed **XX.XX**. **[TBD]**

#### 4.11 Insurance.

During the term of this Agreement, the County shall be responsible for maintaining liability insurance coverage for all Library System facilities as it relates to liability incurred in connection with, or arising out of, any negligence due to an occurrence caused by County, its officials, employees, authorized agents, and authorized representatives with regard to the performance of this agreement. The County is a qualified self insurer pursuant to Florida Statutes for general liability and has established a self insurance fund in lieu of purchasing liability insurance. ~~The City shall be named as an additional insured under County's self insurance fund as it relates to liability incurred in connection with, or arising out of, any negligence due to an occurrence caused by County, its officials, employees, authorized agents, and authorized representatives with regard to the performance of this agreement.~~ Said self insurance fund shall provide liability coverage, to the extent permitted by law, for claims arising out of such negligence up to the limits of sovereign immunity as provided for by Florida Statutes applicable to the County.

For all City owned Library branch facilities, the City shall procure and maintain, at its own cost and expense, property insurance with extended coverage for the full replacement value of all buildings, permanent improvements and fixtures.

### **Section 5. The West Florida Public Library Board of Governance.**

The West Florida Public Library Board of Governance (hereinafter "Board of Governance") shall establish policy of the West Florida Public Library System and make recommendations to the Escambia County Board of County Commissioners regarding the annual budget.

### **Section 6. Termination.**

This Agreement may be terminated by any party at any time and for any reason upon ninety (90) days written notice to the other party; provided, however, that termination shall not affect the reimbursement of any costs then owing to the County by the City, or which subsequently are owed to the County by the City as a result of enforcement actions concluded following the effective date of termination.



## **Section 7. Liability.**

- (a) The parties hereto, their respective elected officials, officers, and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other party. The City of Pensacola, as a local governmental body of the State of Florida as defined in §768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions or tortious acts which result in claims or suits against the County and agrees to be fully liable for any damages proximately caused by said acts or omissions. Escambia County, as a subdivision of the State of Florida as defined in §768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions or tortious acts which results in claims or acts against the City and agrees to be fully liable for any damages caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by the City or the County and nothing herein shall be construed as consent by the City or the County to be sued by third parties in any matter arising out of this Agreement.
- (b) Each party is responsible for maintaining, in a form acceptable to the parties, all necessary records of personnel and equipment used under this Agreement for a period of five (5) years and each party's records shall be subject to audit after reasonable notice.

## **Section 8. 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 provision of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this Agreement.

## **Section 9. Assignment.**

The Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Parties, without the prior written consent of the other party.

## **Section 10. 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.

## **Section 11. Survival.**

All other provisions, which by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

## **Section 12. Interpretation.**

- (a) 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 statutes or regulations referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings.
- (b) 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. 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 provision hereof.

## **Section 13. Severability.**

The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

## **Section 14. Further Documents.**

The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provision of this Agreement.

## **Section 15. Notices.**

All notices required to be given under this Agreement shall be in writing, and shall be sent by first class United States mail, unless some other form of notice is established by the County Administrator, to the respective parties as follows:

**County**

County Administrator  
Escambia County  
Post Office Box 1591  
Pensacola, Florida 32591

**City**

City Administrator  
City of Pensacola  
Post Office Box 12910  
Pensacola, FL 32521

**Section 16. Prior Agreements Superseded.**

This documents 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, no deviations from the terms and conditions hereof shall be predicated upon any prior representations or agreements, whether oral or written.

It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

**Section 17. Governing Law.**

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida. The parties agree that any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and therefore, each party to this Agreement hereby waives the right to any change of venue.

**Section 18. No Waiver.**

The failure of either party to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

**Section 19. Effective Date.**

This Agreement, after being properly executed by all parties named herein, shall become effective upon its filing with the Clerk of the Circuit Court of Escambia County, Florida. Escambia County shall be responsible for filing this document upon receipt of the executed Agreement from the City of Pensacola.

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by and through its duly authorized Chairman and the City of Pensacola, signing by and through its Mayor.

**COUNTY:**

**Escambia County, Florida Board of County Commissioners**, a political subdivision of the State of Florida acting through its duly authorized Board of County Commissioners signing by and through its Chairman.

By: \_\_\_\_\_  
Gene M. Valentino, Chairman

Date: \_\_\_\_\_

**ATTEST:** Pam Childers  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Deputy Clerk

(Seal)

**THE CITY OF PENSACOLA,  
A FLORIDA MUNICIPAL CORPORATION**

By: \_\_\_\_\_  
Ashton J. Hayward III, Mayor

**ATTEST:**

By: \_\_\_\_\_  
City Clerk

(Seal)

**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

**INTERLOCAL AGREEMENT BETWEEN ESCAMBIA COUNTY AND  
THE CITY OF PENSACOLA RELATING TO THE WEST FLORIDA  
PUBLIC LIBRARY SYSTEM**

**THIS AGREEMENT** is made this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between the County of Escambia, a political subdivision of the State of Florida with an administrative address of P.O. Box 1591, Pensacola, Florida, 32597-1591, its successors and assigns (hereinafter, the "County"), acting through its Board of County Commissioners, and the City of Pensacola, a Florida municipal corporation created and existing under the laws of the State of Florida, with administrative offices at 222 West Main Street, Pensacola, Florida 32502 (hereinafter referred to as the "City").

**WITNESSETH:**

**WHEREAS**, the Parties, as local governmental units of the State of Florida, have legal authority to perform general government services within their respective jurisdictions; and

**WHEREAS**, the Parties are authorized by §§163.01, Florida Statutes, et seq., to enter into Interlocal Agreements and thereby cooperatively utilize their governmental powers and available resources in the most efficient manner possible; and

**WHEREAS**, the West Florida Public Library System provides library services to residents throughout the unincorporated areas of Escambia County and the corporate limits of the Town of Century and the City of Pensacola; and

**WHEREAS**, the County and City previously entered into an Interlocal Agreement, dated June 21, 2001, designating the City as the administrator of the Library System and establishing a joint funding mechanism whereby each contributed funds on a per capita basis pursuant to a specified funding formula; and

**WHEREAS**, the County previously enacted an Ordinance creating a Municipal Services Taxing Unit (MSTU) for the purpose of funding library services within the unincorporated areas of Escambia County; and

**WHEREAS**, the City has authorized the inclusion of the corporate limits of the City of Pensacola as part of the geographical area of the MSTU for the purpose of funding library services within the corporate limits of the City of Pensacola; and

**WHEREAS**, due to increasing budgetary constraints, the Parties recognize the most viable means to provide continued funding for the West Florida Library System is through a countywide MSTU assessment imposed for the purpose of funding library services; and

**WHEREAS**, the Parties recognize the most efficient and effective manner to provide continued operation of the West Florida Library System is to transfer all administrative and operational functions to the County; and

**WHEREAS**, the County is willing and able to administer and fund the West Florida Library System subject to the terms and conditions herein set forth.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and of the mutual benefits to flow each unto the other, and for other good and valuable consideration, the 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 incorporated into this Agreement.

**Section 2. Purpose of Agreement.**

Pursuant to §§163.01, Florida Statutes, et seq., this Agreement establishes the conditions, extent, and mechanism whereby the County will provide library services, within Escambia County and the corporate limits of the Town of Century and the City of Pensacola.

**Section 3. Term of Agreement.**

This Agreement shall commence on October 1, 2013, and remain in full force and effect until terminated as provided herein.

**Section 4. Responsibilities of the Parties.**

4.1 Funding. Effective October 1, 2013, all funding for the Library System shall be allocated by the County on an annual basis in an amount equal to that which is collected from the countywide MSTU assessment for library services. The County shall reserve the right to retain up to 5% of said funding as reimbursement for administrative costs incurred as a result of the Agreement.

Within one hundred and twenty days (120) days from September 30, 2013, the City shall transfer to County all remaining funds reserved in the West Florida Library Fund and applicable grant funding from the State Aid to Libraries Grant Program. Said transfer of funding shall not be less than the total value of the accrued leave liability for employees of the library system as of September 30, 2013.

4.2 Operational Expenses. Effective October 1, 2013, the County shall be responsible for payment of all Operational Expenses and such other services provided pursuant to this agreement as approved in the Annual Budget adopted by the Escambia County Board of County Commissioners. For the purpose of this agreement, "Operational Expenses" shall include all employee wages and forms of compensation for library

personnel; applicable insurance costs; utilities; rents and leases; office supplies; and any other charges, costs or expenses incident to the operation of the library system.

4.3 Assets. The use of all Library System physical assets shall be granted to the County at no cost or expense to County, including, but not limited to, any real property, structures and appurtenances, and tangible personal property on Library System premises.

4.4 Asset Use. Any buildings or other personal property acquired by County as part of the Library System physical assets shall be used exclusively in perpetuity for the Library System. If, for any reason, any building or property utilized as part of the Library System is no longer utilized by the County as a public library facility or in the event this agreement is terminated pursuant to this agreement then such building or property shall be returned to the original owner.

4.5 Personnel. Effective October 1, 2013, all current Library System employees without any prior unsatisfactory performance evaluations or record of disciplinary action shall be transferred to the County at the same rate of compensation. All Library System employees hired after the effective date of this Agreement shall be County employees. As County employees, all Library System personnel shall be eligible for Escambia County employee benefits. The County shall not be responsible for providing employee benefits in excess of any benefits currently provided to eligible County employees. All part time Library System personnel shall be eligible for Escambia County part time employee benefits.

4.6 Director. Effective October 1, 2013, the County shall employ a Director with demonstrated experience in library operations who shall be known as the Director of the West Florida Public Library System. The Director shall be an employee of the County and be responsible for the administration and supervision of all branch libraries and personnel. The Director shall carry out policy as established by the West Florida Public Library Board of Governance under the direction of the County Administrator.

4.7 Library System Branches. The following facilities shall comprise the Library System:

City owned facilities-

Downtown Library located at 239 North Spring Street  
Tryon Branch located at 1200 Langley Avenue

Third party owned facilities-

Westside Branch located at 1580 West Cervantes Street  
West Florida Genealogy Library located at 5740 North 9<sup>th</sup> Avenue

County owned facilities-

Southwest Branch located at 12248 Gulf Beach Highway  
Century Branch located at 7991 North Century Boulevard

Molino Branch located at 6450 Highway 95-A North

Additional branches, including, but not limited to, the Legion Field Neighborhood Resource Center, may be included as part of the Library System upon mutual agreement of the Parties and by written amendment to this Agreement.

The County shall assume the operation of the Westside Branch facility located at 1580 West Cervantes Street and the West Florida Genealogy Branch facility located at 5740 North 9<sup>th</sup> Avenue contingent upon negotiating suitable lease agreements with the respective property owners. The County shall retain the discretion to discontinue operations at the third party owned facilities and consolidate all library system assets into the remaining library system facilities.

4.8 Information Technology. Effective October 1, 2013, the County shall be responsible for information distribution technologies for all Library System facilities, including, but not limited to, support and management of computer hardware, software, electronics, semiconductors, internet, telecom equipment, and other network components.

4.9 Capital Improvements. The County shall not be responsible for capital improvements for City owned Library System facilities.

For the purpose of this Agreement, "Capital Improvements" shall mean all equipment, machinery, appurtenances, improvements, alterations, systems, including but not limited to, plumbing, electrical, wiring and conduits, heating and air conditioning systems, and items of identical or similar nature and character, having a purchase price of greater than five thousand dollars (\$5,000.00), and a life expectancy of greater than five (5) years.

4.10 Facilities Maintenance. Effective October 1, 2013, except as otherwise noted herein, the County shall be responsible for general maintenance for all Library System facilities, including, but not limited to, custodial maintenance, equipment maintenance, digital direct control monitoring and life safety services inspection, pest control, chemical treatment, waste disposal, and grounds keeping.

For the purpose of this Agreement, "General Maintenance" shall mean the repair and replacement of parts, servicing, adjustment and rehabilitation of parts and components associated with the routine upkeep and cleaning of Library System facilities which is reasonably necessary to maintain a high level of service and which is aesthetically pleasing and consistent with prudent industrial practice, product specifications and design, manufacturer's recommendations, and promotion activities. The provision of general maintenance shall not include any capital improvements.

The City shall be responsible for providing grounds keeping at the Tryon Branch located at 1200 Langley Avenue for which County shall reimburse the City for related costs on a monthly basis in an amount not to exceed **XX.XX**. **[TBD]**



#### 4.11 Insurance.

During the term of this Agreement, the County shall be responsible for maintaining liability insurance coverage for all Library System facilities as it relates to liability incurred in connection with, or arising out of, any negligence due to an occurrence caused by County, its officials, employees, authorized agents, and authorized representatives with regard to the performance of this agreement. The County is a qualified self insurer pursuant to Florida Statutes for general liability and has established a self insurance fund in lieu of purchasing liability insurance. Said self insurance fund shall provide liability coverage, to the extent permitted by law, for claims arising out of such negligence up to the limits of sovereign immunity as provided for by Florida Statutes applicable to the County.

For all City owned Library branch facilities, the City shall procure and maintain, at its own cost and expense, property insurance with extended coverage for the full replacement value of all buildings, permanent improvements and fixtures.

#### **Section 5. The West Florida Public Library Board of Governance.**

The West Florida Public Library Board of Governance (hereinafter "Board of Governance") shall establish policy of the West Florida Public Library System and make recommendations to the Escambia County Board of County Commissioners regarding the annual budget.

#### **Section 6. Termination.**

This Agreement may be terminated by any party at any time and for any reason upon ninety (90) days written notice to the other party; provided, however, that termination shall not affect the reimbursement of any costs then owing to the County by the City, or which subsequently are owed to the County by the City as a result of enforcement actions concluded following the effective date of termination.

#### **Section 7. Liability.**

- (a) The parties hereto, their respective elected officials, officers, and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other party. The City of Pensacola, as a local governmental body of the State of Florida as defined in §768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions or tortious acts which result in claims or suits against the County and agrees to be fully liable for any damages proximately caused by said acts or omissions. Escambia County, as a subdivision of the State of Florida as defined in §768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions or tortious acts which results in claims or acts against the City and agrees to be fully liable for

any damages caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by the City or the County and nothing herein shall be construed as consent by the City or the County to be sued by third parties in any matter arising out of this Agreement.

- (b) Each party is responsible for maintaining, in a form acceptable to the parties, all necessary records of personnel and equipment used under this Agreement for a period of five (5) years and each party's records shall be subject to audit after reasonable notice.

#### **Section 8. 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 provision of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this Agreement.

#### **Section 9. Assignment.**

The Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Parties, without the prior written consent of the other party.

#### **Section 10. 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.

#### **Section 11. Survival.**

All other provisions, which by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

#### **Section 12. Interpretation.**

- (a) 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 statutes or regulations referred to. Words not otherwise

defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings.

- (b) 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. 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 provision hereof.

### **Section 13. Severability.**

The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

### **Section 14. Further Documents.**

The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provision of this Agreement.

### **Section 15. Notices.**

All notices required to be given under this Agreement shall be in writing, and shall be sent by first class United States mail, unless some other form of notice is established by the County Administrator, to the respective parties as follows:

**County**

County Administrator  
Escambia County  
Post Office Box 1591  
Pensacola, Florida 32591

**City**

City Administrator  
City of Pensacola  
Post Office Box 12910  
Pensacola, FL 32521

### **Section 16. Prior Agreements Superseded.**

This documents 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, no deviations from the terms and conditions hereof shall be predicated upon any prior representations or agreements, whether oral or written.

It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

**Section 17. Governing Law.**

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida. The parties agree that any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and therefore, each party to this Agreement hereby waives the right to any change of venue.

**Section 18. No Waiver.**

The failure of either party to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

**Section 19. Effective Date.**

This Agreement, after being properly executed by all parties named herein, shall become effective upon its filing with the Clerk of the Circuit Court of Escambia County, Florida. Escambia County shall be responsible for filing this document upon receipt of the executed Agreement from the City of Pensacola.

- The rest of the page intentionally left blank -

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by and through its duly authorized Chairman and the City of Pensacola, signing by and through its Mayor.

**COUNTY:**

**Escambia County, Florida Board of County Commissioners**, a political subdivision of the State of Florida acting through its duly authorized Board of County Commissioners signing by and through its Chairman.

By: \_\_\_\_\_  
Gene M. Valentino, Chairman

Date: \_\_\_\_\_

**ATTEST:** Pam Childers  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Deputy Clerk

(Seal)

**THE CITY OF PENSACOLA,  
A FLORIDA MUNICIPAL CORPORATION**

By: \_\_\_\_\_  
Ashton J. Hayward III, Mayor

**ATTEST:**

By: \_\_\_\_\_  
City Clerk

(Seal)

**Committee of the Whole**

**6.**

**Meeting Date:** 04/11/2013

**Issue:** Investment Advisory Committee

**From:** George Touart, Interim County Administrator

---

**Information**

**Recommendation:**

Investment Advisory Committee

(The Honorable Pam Childers - 10 min)

A. Board Discussion

B. Board Direction

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**Attachments**

Investment Ordinance

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ORDINANCE NO. 95-13

AN ORDINANCE OF ESCAMBIA COUNTY, TO BE KNOWN AS THE SURPLUS FUNDS INVESTMENT ORDINANCE; ESTABLISHING A METHOD FOR INVESTMENT OF ESCAMBIA COUNTY SURPLUS FUNDS; PROVIDING A STATEMENT OF INTENT; PROVIDING FOR INVESTMENT POLICIES; ~~PROVIDING FOR A COUNTY INVESTMENT ADVISORY COMMITTEE;~~ PROVIDING FOR THE CLERK OF THE CIRCUIT COURT'S FEE; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR REPEAL AND REPLACEMENT OF ORDINANCES 85-40 AND 95-2; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 125.31, Florida Statutes, provides that the Escambia County Board of County Commissioners shall invest or reinvest any surplus funds in its control and possession and identifies those financial instruments and vehicles in which the County may invest; and

WHEREAS, Section 219.075, Florida Statutes, provides that unless otherwise provided by law or ordinance, any county officer having, receiving, or collecting any money, either for his office or on behalf of and subject to subsequent distribution to another officer of the State or local government, while such money is surplus to current needs of his office or is pending distribution, shall invest such money in certain statutorily designated instruments; and

WHEREAS, Section 125.01, Florida Statutes, provides that counties may perform any acts not inconsistent with law, which acts are in the common interest of the people of the county, and exercise all powers and privileges not specifically prohibited by law; and

WHEREAS, Section 16., Article V of the Florida Constitution, provides that the Clerk of the Circuit Court shall be the custodian of all county funds and that the duties may be split between a Clerk of the Circuit Court and a Comptroller; and

WHEREAS, Chapter 73-455, Laws of Florida, specify the duties of the Comptroller as investing surplus funds of the County as authorized by law and recognizing that those duties may be transferred to another county official by repeal of that act or by institution of a county charter; and

WHEREAS, the Board of County Commissioners has determined that it is in the best interest of the citizens of Escambia County that the investment decisions be made within the requirements of this Ordinance by the Clerk of the Circuit Court, or the Comptroller if so transferred, and that the interest earnings accrue to the benefit of the principal of the investments; and

WHEREAS, the Clerk of the Circuit Court desires to have an investment policy that protects and safeguards the public assets of the citizens of Escambia County by the enactment of stringent investment policies; and

36 WHEREAS, the Board of County Commissioners has determined that the citizens of Escambia  
37 County are best served by investment policies and procedures which provide a process for the review and  
38 monitoring of the investment practices of Escambia County, including in order of priority, safety, liquidity  
39 and yield.

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

42 Section I. The Code of Ordinances of Escambia County, Florida, is hereby amended by replacing  
43 Section 1-14-4, in Article I, as follows:

44 SECTION 1-14-4. INVESTMENT OF SURPLUS FUNDS.

45 Section 1. STATEMENT OF INTENT.

46 This Ordinance establishes the overall policy for the investment of surplus funds of Escambia  
47 County and establishes a consistent process for the review and monitoring of Escambia County assets  
48 pursuant to Sections 125.01, 125.31, and 219.075, Florida Statutes, by the Board of County Commissioners.  
49 Unless otherwise provided by law, all funds in the control or possession of Escambia County, via the Clerk  
50 of the Circuit Court as custodian of all County funds, which are determined to be surplus funds shall be  
51 invested pursuant to this Ordinance. Any reference to Clerk of the Circuit Court shall also mean any other  
52 county official if such duties are transferred hereafter by general law or charter.

53 This Ordinance is intended to establish a check and balance system, whereby the investing official  
54 has no benefit to be derived from the interest from the investments and the receiving officials, for whose  
55 principal is being invested, have policy control in regard to the investments being made. This system is  
56 intended to afford the citizens the maximum amount of safety, liquidity and performance by not placing  
57 total control of their assets in one governmental office, and while having all governmental offices  
58 responsible, responding directly to the people.

59 Section 2. ESCAMBIA COUNTY SUPPLUS FUNDS INVESTMENT POLICIES.

60 The Clerk of the Circuit court shall review investment policies and propose any revisions as  
61 necessary to the Board of County Commissioners by October 1<sup>st</sup> of each year. The Board may also amend  
62 such policies from time to time as necessary to govern the policies and procedures for the investment of  
63 surplus funds of the County. Such policies adopted by the Board of County Commissioners must address  
64 the following criteria:

65 A. SCOPE.

66 The policy shall identify funds under the control of the County that are available for investment.



67 B. INVESTMENT OBJECTIVES.

68 Investment objectives of the County shall be described including safety of capital, liquidity of funds  
69 and yield, in that order of importance.

70 C. PERFORMANCE MEASUREMENT.

71 Performance measures appropriate for the nature and size of the funds subject to the policies shall be  
72 identified.

73 D. PRUDENCE AND ETHICAL STANDARDS.

74 The policies shall describe the level of prudence and ethical standards to be followed. The Prudent  
75 Person Rule shall be adopted which states that "Investments should be made with judgment and care, under  
76 circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the  
77 management of their own affairs, not for speculation, but for investment, considering the probable safety of  
78 their capital as well as the probable income to be derived from the investment."

79 E. AUTHORIZED INVESTMENTS.

80 The policies shall list authorized investments within the constraints of Section 125.31, Florida  
81 Statutes, and this Ordinance. Any direct investments in derivative products shall be prohibited. The  
82 policies shall prohibit the usage of reverse repurchase agreements without prior Board approval for  
83 transactions where proceeds are intended to provide liquidity. In no case may the policies authorize, for  
84 leveraging purposes, the use of reverse repurchase agreements or other leveraging methods.

85 In addition to the authorized investments of Section 125.31, Florida Statutes, and the restrictions  
86 mentioned above, the Board hereby authorizes the investment in:

- 87 1) Repurchase agreements of securities authorized for purchase by this Ordinance;  
88 2) The Florida Counties Investment Trust operated by the Florida Association of Court Clerks and  
89 the Florida Association of Counties; and  
90 3) Tax-exempt obligations of the State of Florida and its various local governments, including  
91 Escambia County, which are Aaa/AAA-insured or have an uninsured rating of Aa/AA or higher,  
92 but only in instances necessary for compliance with Federal tax regulations.

93 F. MATURITY AND LIQUIDITY REQUIREMENTS.

94 The policies shall require that the investment portfolio be structured in such a manner as to provide  
95 sufficient liquidity to pay obligations as they come due. Investments shall be made with the intent to hold to  
96 maturity.

97

98 G. PORTFOLIO COMPOSITION.

99 The policies shall establish specifications for investments and limits on security issues, issuers, and  
100 maturities.

101 H. RISK AND DIVERSIFICATION.

102 The policies shall provide for appropriate diversification of the investment portfolio to control the  
103 risk of loss resulting from overconcentration of assets in a specific maturity, issuer, instrument, dealer, or  
104 bank.

105 I. AUTHORIZED INVESTMENT INSTITUTIONS AND DEALERS.

106 The policies shall authorize, by type, securities dealers, issuers and banks from whom securities may  
107 be purchased.

108 J. THIRD-PARTY CUSTODIAL AGREEMENTS.

109 The policies shall provide the appropriate arrangements for holding of assets with a third-party  
110 custodian and all collateral shall be properly designated as an asset of the County. The policies shall  
111 designate the staff authorized for withdrawals and all transactions between the broker-dealer and the  
112 custodian shall be on a "delivery vs. payments" basis, as appropriate.

113 K. MASTER REPURCHASE AGREEMENT.

114 The policies shall require all approved institutions and dealers transacting repurchase agreements to  
115 execute and perform as stated in a County master repurchase agreement.

116 L. BID REQUIREMENT.

117 The policies shall specify, that whenever feasible and appropriated, all investments shall be  
118 competitively bid. It shall specifically describe those instances when bidding is not required. It will also  
119 specify those instances which require appropriate authorizations for exceptions to bidding.

120 M. INTERNAL CONTROLS.

121 The policies shall specify a system of internal controls and operational procedures. The controls  
122 should be designed to prevent losses of funds which might arise from fraud, employee error,  
123 misrepresentations by third parties or imprudent actions by officials or employees. The policies shall  
124 provide for review of such controls by independent auditors as part of any financial audit periodically  
125 required.

126

127 N. REPORTING.

128 The policies shall provide for monthly reporting to the County, ~~and a County Investment Advisory~~  
129 ~~Committee.~~ Such reporting shall include securities in the portfolio by class or type, book value, income  
130 earned, yield and market value as of the report date.

131 O. LOCAL ECONOMIC DEVELOPMENT.

132 The policies shall provide for local economic development provisions using amounts that may be set  
133 aside for investment in certificates of deposit in local banking institutions, with the understanding that there  
134 will be a reinvestment via loans in the community. The investments made pursuant to this provision will be  
135 limited as to amounts stated in the policies and will be made by matching the highest of a minimum of three  
136 bids received on certificates of deposit.

137 ~~Section 3. — ESTABLISHMENT OF COUNTY INVESTMENT ADVISORY COMMITTEE.~~

138 ~~— The Escambia County Board of County Commissioners hereby establishes a County Investment~~  
139 ~~Advisory Committee.~~

140 ~~A. — MEMBERSHIP.~~

141 ~~— (1) — The County Investment Advisory Committee shall be composed of the Clerk of the Circuit~~  
142 ~~Court or designee, the County Administrator or designee, two (2) members appointed by the Board of~~  
143 ~~County Commissioners, and one (1) member appointed by the Clerk of the Circuit Court.~~

144 ~~— (2) — The appointed members shall not be employed by any office of Escambia County~~  
145 ~~government and shall be residents of Escambia County. They shall have documented expertise in finance~~  
146 ~~and investments. Appointees shall serve a term of three years and shall be subject to two reappointments.~~  
147 ~~The first appointees shall serve staggered first terms of one, two and three years respectively. Appointed~~  
148 ~~members may not engage in any private financial dealing with the County directly or indirectly related to~~  
149 ~~the County's financial operations during their tenure on the Committee and for a period of two (2) years~~  
150 ~~thereafter.~~

151 ~~B. — DUTIES.~~

152 ~~— (1) — It shall be the duty of the Committee to review and recommend changes regarding the~~  
153 ~~investment practices of Escambia County. The Committee shall review the County's portfolio activity for~~  
154 ~~compliance with the policies. The Committee shall review investment policies and make recommendations~~  
155 ~~to the Board of County Commissioners and the Clerk of the Circuit Court for amendments thereto,~~  
156 ~~including:~~

157 ~~— (a) — Proposed investment objectives, policies and strategies;~~

~~(b) Organization and conduct of the Investment Management Function; and~~

~~(c) Investment performance, as it relates to safety, liquidity and yield, to include the structure of portfolios and investment actions taken.~~

~~(2) The Committee shall meet at least quarterly and report to the Board and the Clerk of the Circuit Court as to the County's investment practices and performance and make recommendations for changes thereto.~~

~~(3) From time to time, any member of the Committee may call a meeting of the full Committee to discuss investment issues in order to ensure that objectives of the investment policy are understood and met.~~

~~Section 43.~~ FEES OF THE CLERK OF THE CIRCUIT COURT.

The Clerk of the Circuit Court shall receive compensation for the actual and reasonable costs of providing investment services a mutually agreed to by both parties in the regular budget development process. This provision shall become effective on October 1, 1995, or earlier if agreed to by the County and the Clerk of the Circuit Court.

Section 54. INCLUSION IN THE CODE.

This Ordinance shall be included in the Code of Ordinances of Escambia County.

Section 65. SEVERABILITY PROVISION.

If any section, phrase, sentence, portion, or application of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion or application shall be deemed a separate, distinct, and independent provision or application, and such holding shall not affect the validity of the remaining portions or applications hereof.

Section 76. CONFLICT PROVISION.

All Ordinances or parts of Ordinances of the Code of Ordinances of Escambia County, Florida, in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

Section 87. REPEAL OF ORDINANCES 85-40 AND 95-2.

Ordinances 85-40 and 95-2 relating to the investment of surplus funds are hereby repealed and replaced with this Ordinance.

Section 98. EFFECTIVE DATE.

In accordance with Section 125.66, Florida Statutes, a certified copy of this Ordinance shall be filed with the Department of State by the Clerk to the Board of County Commissioners of Escambia County, Florida, this 6<sup>th</sup> day of July, 1995.

**Committee of the Whole**

**7.**

**Meeting Date:** 04/11/2013

**Issue:** Natural Gas Franchise Agreements

**From:** Alison Rogers, County Attorney

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**Information**

**Recommendation:**

Natural Gas Franchise Agreements (NO BACKUP PROVIDED)

(Alison Rogers - 15 min)

A. Board Discussion

B. Board Direction

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**Committee of the Whole**

**8.**

**Meeting Date:** 04/11/2013

**Issue:** Solid Waste Management Update

**From:** Pat Johnson, Department Director

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**Information**

**Recommendation:**

Solid Waste Management Update (NO BACKUP PROVIDED)

(Patrick T. Johnson - 30 min)

A. Board Discussion

B. Board Direction

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